R05-16-C-023

Mr. Matthew Didier
EPA Region 5
77 West Jackson Blvd
Mail Code SE-7J
Chicago, IL 60604-3507

St Ann CENTER
For Intergenerational Care

Dear Mr. Didier:

RE: Application by St. Ann Center for Intergenerational Care to the EPA for a Brownfields Cleanup Grant for Hazardous Substances
Bucyrus Campus East Release Site (East Release Site)
2450 W. North Avenue, Milwaukee, Wisconsin

St. Ann Center for Intergenerational Care (St. Ann Center), a 501(c)(3) nonprofit organization, requests United States Environmental Protection Agency (EPA) funding of the enclosed application for a Brownfields Cleanup Grant for Hazardous Substances as part of the EPA Fiscal Year 2016 Brownfield Grant Competition. Summary information about our proposal can be found at the end of the letter.

The St. Ann Center - Bucyrus Campus ***East Release Site*** (East Release Site or Site) includes 17 parcels with a combined area of 3 acres located at 2450 W. North Avenue in the City of Milwaukee. The East Release Site is part of the 7.5 acre (two square block) St. Ann Center - Bucyrus Campus property which, when complete, will include a $25 million facility designed to support the most economically depressed and underserved neighborhoods in the City as well as provide employment for up to 200 neighborhood residents. The East Release Site, once remediated, will include orchards, raised bed community gardens, an outdoor splash pad, and an indoor swimming pool in addition to portions of the facility building and parking areas. Other portions of the St Ann Center - Bucyrus Campus will include a 500-seat band shell and three outdoor playground areas, providing much needed greenspace as well as safe and attractive outdoor gathering areas for community events. The Center itself will provide intergenerational care to provide community-based health and educational services for children and frail adults and to serve as a resource and support system for caregivers. The Center will reflect St. Ann Center values in meeting the spiritual, psychological, social, and physical needs of all who participate, regardless of faith, culture, or ability to pay.

The Site has a history of development dating to the late 1800's. From 1951 through the early 1970s the Site and surrounding parcels were acquired by the Milwaukee County Freeway Commission as part of land assembly for the planned Park West Freeway. The buildings were demolished and the basements filled in with debris and undocumented fill. Due to growing public opposition, plans for the freeway were canceled in 1977, leaving a 3-mile long, 145-acre pathway of vacant brownfields. In neighborhoods within a one-mile radius of the Site, 87.0% of the residents are African American and 48.7% live in poverty. Nearly 42% of households are single female parents with children under 18 years of age, and 62% of all men have spent time in an adult correctional facility by age 34.The project will support efforts by a wide range of grass roots organizations working to improve conditions in this neighborhood, and will be staffed primarily by residents from the neighborhood (as is the case for 47 of 48 workers hired for the project to date).

The entire East Release Site contains variable depths of contaminated historic fill. Polynuclear aromatic hydrocarbons (PAHs) are present in soil/fill throughout the Site at concentrations significantly above applicable Wisconsin soil cleanup standards. Specific concerns include

exposure to the soils, plant uptake, and migration of contaminants to environmentally sensitive areas via surface water runoff. Site contamination significantly complicates redevelopment.

EPA funding will be used to update an approved remedial action plan for the Site, prepare bid specifications, procure remedial contractors and an environmental consultant and execute and document the remedial activities. Community outreach and education related to brownfields and the cleanup grant project will also be provided. To the extent practical, St. Ann Center intends to utilize green remediation techniques.

St. Ann Center is committed to this project, but is hard pressed to provide the additional financing required to complete remediation. We request funding of the enclosed application and look forward to working with the EPA on this project. If you have any questions relating to the St. Ann Center's proposal, please contact me at your earliest convenience.

Sincerely,

St. Ann Center for Intergenerational Care

Sr. Edna Lonergan
President

Grant Summary Information:

Applicant ID	St. Ann Center for Intergenerational Care	
Applicant DUNS No.	8782095500000	
Funding Requested	i. Type: Cleanup ii. Amount: $200,000 with No Waiver of Cost Share iii. Contamination: Hazardous Substances	
Location	**City of Milwaukee, Milwaukee County, Wisconsin**	
Property Information	***East Release Site*** 2450 W. North Avenue, Milwaukee, Wisconsin 53205	
Project Contact Info.	**Highest Ranking Official**	**Project Director**
Name and Title	Sr. Edna Lonergan, President	Christopher Jackson, Vice President
Address	2801 Morgan Ave. Milwaukee, WI 53207	2801 Morgan Ave. Milwaukee, WI 53207
Phone Number	(414) 977-5001	(414) 977-5037
Fax Number	(414) 977-5050	(414) 977-5050
Email Address	edna@stanncenter.org	cjackson@stanncenter.org
Date Submitted	December 18, 2015 (via www.grants.gov)	
Project Period	3 years (2016-19)	
Population	City of Milwaukee = 596,459 (2009-13 American Community Survey) One-mile radius of site = 28,477 (2009-13American Community Survey)	
Other Factors Checklist	Attached	

Clean up Other Factors Checklist

Name of Applicant: St. Ann Center for Intergenerational Care

Please identify (with an *X*) which if any of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the evaluation process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	**Page #**
None of the Other Factors are applicable.	
Community population is 10,000 or less.	
Applicant will assist a Federally recognized Indian tribe or U.S. territory	
Targeted brownfield sites are impacted by mine-scarred land.	
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation.	Page 9 and Attachment D
Recent (2008 or later) significant economic disruption (unrelated to a natural disaster or manufacturing/auto plant/power plant closure) has occurred within community, resulting in a significant percentage loss of community jobs and tax base.	
Applicant is one of the 24 recipients, or a core partner/implementation strategy party, of a "manufacturing community" designation provided by the Economic Development Administration (EDA) under the Investing in Manufacturing Communities Partnership (IMCP). To be considered, **applicants must clearly demonstrate in the proposal the nexus between their IMCP designation and the Brownfield activities. Additionally, applicants must attach documentation** which demonstrates either designation as one of the 24 recipients, or relevant pages from a recipient's IMCP proposal which lists/describes the core partners and implementation strategy parties.	
Applicant is a recipient or a core partner of HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant funding or technical assistance that is directly tied to the proposed Brownfields project, and can demonstrate that funding from a PSC grant/technical assistance has or will benefit the project area. Examples of PSC grant or technical assistance include a HUD Regional Planning or Challenge grant, DOT Transportation Investment Generating Economic Recovery (TIGER), or EPA Smart Growth Implementation or Building Blocks Assistance, etc. To be considered, **applicant must attach documentation.**	
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	

1. COMMUNITY NEED

a. Targeted Community and Brownfields

i. Targeted Community: The City of Milwaukee (the City) is the largest city in Wisconsin (population 596,459) and is located adjacent to Lake Michigan in the Southeastern portion of the State. The City was incorporated in 1846 and had an early history of grain and food products production (most notably brewing) that transitioned to heavy industry. These industries continue to be important to the City's economy, although it has greatly diversified in recent decades. Due to the recent resurgence in manufacturing in the area, Milwaukee has an Investing in Manufacturing Community Partnership (IMCP) designation by the Economic Development Administration.

The East Release Site (the Site) is part of a 2 square block 27 parcel brownfield site under development by the St. Ann Center for Intergenerational Care (St. Ann Center). The property is located in the "***Fond du Lac and North Neighborhood***," approximately 1.25 miles northwest of downtown Milwaukee. The property as a whole is also referred to as the St. Ann Center-Bucyrus Campus, a name that reflects a major donation to the project made by Bucyrus International, Inc. (now part of Caterpillar, Inc.). The neighborhood extends from Interstate Highway I-43 on the east to N. 35th St. on the west; and W. Burleigh St. on the north to Galena St. on the south (covering a total of approximately 1,000 acres). The neighborhood historically contained retail areas centered on W. North and N. Fond du Lac Aves., with adjacent residential areas; as well as a major industrial corridor located along N. 30th St. (0.5 miles to the west of the Site), that supplied living wage employment to the neighborhood.

From 1951 through the early 1970s, the Milwaukee County Freeway Commission began assemblage of land for a planned "Park West Freeway." Properties were acquired along a three-mile long, 145-acre strip that included the site and neighboring properties, and which extended from the west side of Milwaukee's downtown to the northwest through largely working class neighborhoods. Over 1,200 buildings were demolished and 3,800 residents displaced at a cost of more than $20 million. Plans for the freeway were canceled in 1977 due to a cascade of public opposition. This year was noteworthy in marking the peak of manufacturing employment in the U.S., and peak that was followed shortly thereafter by decades of decline manufacturing employment in U.S., and in particular, Milwaukee. The 1980s brought the loss of more than 50,000 manufacturing jobs to the Milwaukee area – a loss that most severely impacted the City's African American residents. The devastation brought about by the freeway project in combination with the economic downturn resulting from loss of much of the City's manufacturing base, was further exacerbated in the neighborhoods surrounding the Site by "white flight." The largely German and Polish population of the neighborhood during the 1950s through 1970s moved to suburban areas and was replaced by predominantly African-American residents. The demographic shift was accompanied by a lack of equal opportunity in jobs, education, and discriminatory housing policies. The economic disparity between this and other neighborhoods eventually led major retailer Sears, Roebuck & Co. to vacate its large department store 4 blocks east of the Site. With the advent of economic forces producing the "rust belt" and later globalization, the 30th St. industrial corridor also markedly declined. This in turn lead to population decline and additional loss of employment opportunities such that the area is currently economically distressed with significant blight and underutilized brownfield sites with known contamination.

ii. Demographic Information: Relevant demographic data for Census Tract (CT) 99 (which includes the Site), as well as data for areas within a 0.5 and 1.0 mile radius of the Site. Data for the City of Milwaukee, State of Wisconsin, and the U.S. are presented for comparison.

Table 1. Demographic Data

Data Type	Year	Census Tract 99	0.5 Mile Radius	1.0 Mile Radius	City of Milwaukee	Wisconsin	U.S.
Population	1950	5,650	N/A	N/A	637,392	3.4 M	152.3 M
	2000	1,617	6,456	32,894	596,956	5.4 M	281.4 M
	2009-13	1,145	5,102	28,477	596,459	5.7 M	311.5 M
% Change in population	1950-2013	**- 79.7%**	**N/A**	**N/A**	- 6.4%	+ 67.6%	+ 104.5%
Population under 5	2009-13	**9.8%**	**7.4%**	**11.0%**	8.0%	6.2%	6.4%
Population under 18	2009-13	**34.2%**	**29.9%**	**36.9%**	26.9%	23.2%	23.7%
Civilian unemployment	2013	**18.3%**	**27.1%**	**28.7%**	13.8%	7.8%	9.7%
Poverty rate	2009-13	**29.9%**	**39.4%**	**48.7%**	29.1%	13.0%	15.4 %
African American	2009-13	**84.1%**	**87.1%**	**87.9%**	39.4%	6.2%	12.6%
Non-white	2009-13	**91.0%**	**96.6%**	**95.3%**	52.6%	13.0%	26.0%

Data Type	Year	Census Tract 99	0.5 Mile Radius	1.0 Mile Radius	City of Milwaukee	Wisconsin	U.S.
Median household income	2009-13	**$21,620**	**$23,435**	**$23,303**	$35,467	$52,413	$53,046
Single female households with Kids	2009-13	**39.9%**	**40.3%**	**41.9%**	16.7%	7.1%	8.5%
Households w/o car	2009-13	**44.0%**	**38.5%**	**30.8%**	18.3%	7.1%	9.1%
Pre-1940 housing	2009-13	**73.5%**	**70.7%**	**68.8%**	39.0%	20.9%	13.5%
Households that rent	2009-13	**58.7%**	**64.4%**	**66.4%**	56.3%	31.9%	35.1%
Vacant residential	2009-13	**26.6%**	**24.8%**	**24.0%**	8.0%	6.1%	NA
Vacant commercial	2009-13	**18.4%**	**25.5%**	**27.5%**	22.9%	18.9%	NA

All data are from the U.S. Census Bureau. The data for 2009-13 are from the U.S. Census American Community Survey and were downloaded from www.policymap.com on November 17, 2015. M = million. N/A = not available. w/o = without.

Residents in CT 99 and areas within a 1-mile radius of the Site are approximately 84-88% African American. Poverty rates are elevated (30-49% of individuals), and unemployment ranges from 18-29% of the civilian workforce. Approximately 40-42% of households are headed by female single parents with children under 18. Median household incomes ($21,620-$23,435) are less than half the state and national averages. The area is relatively young with approximately 30-36% of residents below age 18. Approximately 58-66% of the remaining household dwelling units in the area are rental, with 24-26% of the residential units being vacant. Additionally, 18-27% of the commercial properties are vacant.

CT 99 experienced a nearly 30% decrease in population from 2000-13, and a nearly 80% decrease in population since 1950 – a population loss that is now reflected in the large number of vacant lots occupying former home sites. The entire neighborhood is part of the ***Milwaukee Urban Renewal Community.*** (http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/economicdevelopment/programs/rc/tour/wi/milwaukee)

iii. Brownfields: The East Release Site is approximately 3 acres in area and forms the eastern portion of a larger 7.5-acre brownfield redevelopment site that covers two city blocks. The overall site has an address of 2450 W. North Ave. and is being transformed by a not-for-profit organization (St. Ann Center for Intergenerational Care) into a $25 million campus that will provide a remarkable array of social, health, recreational and other services/amenities designed to support the one of most economically depressed and underserved neighborhoods in the City. The campus will also provide employment for an estimated 200 neighborhood residents. The overall site is located in a mixed commercial retail/residential area, and is generally bound on the north by W. Meinecke Ave., to the east by the N. 24th St., to the west by N. 25th St., and the south by W. North Ave. (a major arterial road). The East Release Site is composed of 17 parcels (tax key nos. 325-0191-100, 325-0192-100, 325-0193-100, 325-0194-100, 325-195-100, 325-204-100, 325-0205-100, 325-0206-100, 325-207-100, 325-208-100, 325-0209-100, 325-0210-100, 325-211-100, 325-212-100, 325-0213-000, 325-0214-000 and 325-0215-100) as well as a vacated street (N. 24th Place) and two vacated alleyways.

The East Release Site has a history of development dating to the 1800s. The Site was historically occupied by a combination of private residences and commercial buildings. From 1951 through the early 1970s, the Site and surrounding parcels were acquired by the Milwaukee County Freeway Commission as part of land assembly for a planned freeway. The buildings were demolished, but plans for the freeway were later canceled in 1977, leaving the Site vacant.

The Site contains variable depths of historic fill materials. Polynuclear aromatic hydrocarbons (PAHs) and lead are present in soil/fill throughout the Site at concentrations up to 1,000 times greater than applicable Wisconsin non-industrial soil cleanup standards. The sources of the contamination are unknown but may be attributable in part to contaminated fill materials brought to the site more than 125 years ago (as part of initial site development) and significant background contamination in surface soils associated with the inner city location. There are no known causers of contamination with legal responsibility for addressing the contamination and restoring the Site. As part of redevelopment, greenspace including an orchard, raised bed gardens, and a greenhouse will be constructed. A swimming pool open to community residents as well as additional green space are planned for the East Release Site, which also includes portions of the facility building and parking areas. Specific environmental concerns include human exposure to the contaminated surface soil, plant uptake of contaminants, and migration of contaminants via surface water runoff to environmentally sensitive areas. The Site has been entered into the Wisconsin Department of

Natural Resources (WDNR) Remediation and Redevelopment Program, and is assigned Bureau of Remediation and Redevelopment Tracking System (BRRTS) #02-41-56425 and Facility Identification #341265210. The WDNR project manager is Mark Drews.

Numerous additional brownfield sites are present in the vicinity of the Site. As described in WDNR Publication PUB-RR-928, *EPA Assessment Funding Final Report, 30th Street Industrial Corridor, City of Milwaukee*, and the *30th Street Corridor Economic Development Master Plan*, 200 brownfield sites were identified in the corridor and adjacent areas including a property directly south of the Site at 2529 W. North Ave., which is a brownfield site that is currently vacant with one building that was historically used for car sales and motor grinding. A little further to the west, properties at 3010-14 W. North Ave. and 3001 W. Meinecke Ave. are vacant lots formerly occupied by auto repair shops, gas stations, and manufacturing and machining firms. A vacant brownfield site covering 5-1/2 blocks is located approximately 1 block southeast of the Site. These sites and approximately 50 spill sites with assigned WDNR case numbers are present within 0.5 miles of the Site (http://dnrmaps.wi.gov/sl/?Viewer=RR%20Sites and http://dnr.wi.gov/botw/SetUpBasicSearchForm.do). Many more as yet unidentified sites likely are present in the immediate area. Parcels throughout the area, regardless of their past land use, are subject to potentially significant levels of contamination associated historic fill, air pollution, and hazardous building materials.

iv. Cumulative Environmental Issues: The City of Milwaukee historically was one of the great manufacturing centers in the U.S. Based on U.S. Censuses of Manufacturing (available online at the U.S. Census website), between 1900 and 1962, Milwaukee consistently ranked between 8th and 12th place among major U.S. cities in the value added by manufacture. Over 2,800 manufacturing facilities were recorded in the 1890 census (11th highest) and over 2,300 establishments as late as 1960 (16th highest), and the City currently has the 2nd highest percentage of manufacturing workers of any major U.S. city. The 30th Street Industrial Corridor within which the Site is located was one of City's primary manufacturing districts. The long-term heavy industrial use occurring in close proximity to the Site resulted in disproportionate exposure of area residents to toxic chemical releases associated with these industrial facilities. Exposure risks were exacerbated by the dense development pattern occurring in historic neighborhoods of Milwaukee and the proximity of industrial facilities to residential neighborhoods. In 1920, Milwaukee's population density of 18,069 people per square ranked as the 3rd highest among the 75 largest U.S. cities (trailing only New York City and Jersey City) (*The Making of Milwaukee*, Milwaukee County Historical Society, 2006). The density of CT 99 was 28,340 people per sq. mile in 1950 when manufacturing was still near its peak. The current density of 5,740 people per sq. mile is still high relative to many U.S. urban areas.

Other factors contributing to disproportionate exposure of residents to environmental hazards include the age of housing stock, historic reliance on residences and commercial buildings on coal and fuel oil for heat, and significantly congested roadways. As documented in Table 1, up to 73% of the residences and other buildings in this area were constructed pre-1940, which poses lead-based paint and potential asbestos exposure risk to area residents. Toxic Release Inventory (TRI) data downloaded from the EPA's TRI Program website for 2013 (http://www.epa.gov/toxics-release-inventory-tri-program) indicate the Milwaukee-Waukesha-West Allis region ranks 155th out of 893 urban areas in the U.S based on total releases per sq. mile. A total of 238 TRI facilities are active in the region. Approximately, 1.1 million pounds of hazardous chemicals were released into the air in 2013 and total waste generated by the facilities was 4.7 million pounds. However, the most recent TRI data do not fully reflect the extent to which residents and the ecosystem have been exposed to toxic releases over time; as many facilities have significantly reduced the quantity of their releases, or have gone out of business since reporting began in 1987. For example, between 2003 and 2013 total releases to air decreased from 3.1 million pounds to 1.1 million pounds. The historic reliance on manufacturing left a legacy of contaminants in surface soil throughout the area.

Several of the TRI reporting facilities are located in the immediate vicinity of the Site. Capitol Stampings Corp. located immediately to the west of the site, has a history (1995-2014) of air release of solvents and various metals including chromium, manganese and nickel waste. Master Lock Corporation is also located in the neighborhood (about ½ mile northwest of the Site) and reported historic air releases (1988-2014) of cyanide, solvents, heavy metals, acids, and ammonia. The neighborhood is located between two freeways (I-43 and U.S. Highway 41) and is served by major commercial and transportation corridors including W. North Ave., N. Fond du Lac Ave., and N. 30th St. A major railway also transects the neighborhood. The vehicle and trains negatively impact air quality as well as cause noise pollution and background vibrations. The American Lung Association (ALS) State of the Air 2015 report (available at *www.stateoftheair.org*) gives Milwaukee County an "F" for ozone pollution, which indicates the air quality is among the worst in the nation. The former use of leaded gasoline as well as coal and fuel oil for area industry and residential heating has led to relatively elevated background concentrations of PAHs and lead in area

soils as documented at the Site itself, such that even residential and commercial sites have contaminants in exposed soil at concentrations that significantly exceed levels considered safe for current land uses.

b. Impacts on Targeted Community

Based on *2015 County Health Rankings Wisconsin* (https://www.dhs.wisconsin.gov/sim/ph-ctyhlthrank.pdf), Milwaukee County ranks 71st out of 72 counties in the Wisconsin for health factors, based on weighted scores for health behaviors, clinical care, social and economic factors, and the physical environment. Based on the *Health Disparities in Milwaukee Based on Socioeconomic Status* published in the Wisconsin Medical Journal (Volume 106, No.7, 2007), disparities are significant in lower socioeconomic areas largely due to the lack of opportunity to initiate or sustain healthy choices. As part of the study, the *Fond du Lac and North Neighborhood* zip code areas (53206 and 53205) were listed in the lowest category, and correlate with the City designation of "Central City" areas. Further, a 2012 University of Wisconsin School of Medicine and Public Health study analyzed the Milwaukee areas most severely impacted by social determinants of health (infant mortality, poverty level indicators, and male unemployment and incarceration), finding profoundly lower health outcomes in the poorest zip codes. The study determined the 53206 area had some of Milwaukee's lowest health outcomes, lacked access to healthcare facilities, social service agencies and community wellness programs, and educational institutions. The 53206 area had the greatest need of any area in the City for the initiation of a community health action plan to improve outcomes. Approximately 94% of residents in the 53206 area are African American and 62% of all men have spent time in an adult correctional facility by age 34. The blight associated with the multitude of brownfield sites, has contributed to disinvestment, the lack of employment opportunities accessible to residents of the neighborhood, poor access to health care, and crime and a host of other public welfare challenges.

Based on data provided by the Milwaukee Health Department, average blood lead levels greater than 10 micrograms per deciliter (µg/dL) for children tested in Milwaukee in 2010 were **2.4 times** the national average http://city.milwaukee.gov/health/Lead-Poisoning-Facts. The lead levels were generally attributed to lead based paint in older structures such as are present in the *Fond du Lac and North Neighborhood*. As documented in Table 1, up to 73% of the homes in this area were constructed pre-1940, which poses lead-based paint and potential asbestos exposure risk to area residents. The risk associated with exposure to lead in these homes is compounded by potential additional and cumulative exposure occurring at neighboring brownfield sites impacted with lead, including the Site. Effects in children include decreased intelligence/ability to learn, increased behavior problems, speech and language delays, hearing problems and kidney damage.

As described above, the ALS State of the Air 2015 report (available at *www.stateoftheair.org*) gives Milwaukee County an "F" for ozone pollution, which indicates the air quality is among the worst the nation and is ranked 38th for high ozone days out of 220 metropolitan areas. Air pollution specifically can affect sensitive populations due to age (children and teens or older than 65), low incomes; or because they have asthma or other chronic lung disease, cardiovascular disease, or diabetes. As described on Table 1, the area contains a disproportionate percentage of children under 18 and residents below the poverty level. The reported Milwaukee County ozone levels are likely compounded in the neighborhood due to local active manufacturing and relatively high vehicular traffic. The Asthma and Allergy Foundation of America ranks Milwaukee as the "fifth most challenging place to live with asthma" (http://www.pediatricasthma.org/community_coalitions/milwaukee). Among those hospitalized for asthma the majority live below the poverty level; 70% live in the center of Milwaukee; 84% are Latino or African-American all of which are factors for the neighborhood (Table 1).

According to the Wisconsin Department of Health Services (DHS) Interactive Statistics on Health for 2014 (https://www.dhs.wisconsin.gov/wish/lbw/form.htm), 14.7% of the births in Zip Code 53206, and 15.6% in Zip Code 53206 which include or abut the Site were to low birth weight babies (< 2,500 grams) vs. a statewide average of 7.2% and Milwaukee County average of 9.7%. Low birth weights can be caused by exposure to PCBs and PAHs which are found in the brownfields identified in the area and the Site. Low birth weight children are more likely than normal birth weight children to require regular use of medication, to have limitations on activity, to experience delayed motor and social development; and increased likelihood of having learning disabilities, being enrolled in special education classes, having a lower IQ and dropping out of high school. These problems are compounded in very low birth weight babies as they are also at increased risk for chronic conditions such as respiratory problems, poor postnatal growth, cerebral palsy, and infections and long-term abnormalities in brain development.

Prior to completion of Phase I of the development during 2014-15, the Site had sat vacant for nearly 50 years in a blighted condition, with broken sidewalks, crumbling alleyways, visible reminders of what was once a thriving working class neighborhood. No environmental assessment activities had been conducted in the 3-acre East Release Site prior to due diligence initiated by St. Ann Center in 2012. Contaminated surface soil lay exposed at the ground

surface for at least 40 years. Approximately 50% of the land surface in the East Release Site was addressed during Phase I of the project, with contaminated top soil stripped and stockpiled, and the surface covered by the building, asphalt pavement, and landscaping. However, contaminated soil remains exposed at the ground surface in approximately the northern 50% of the East Release Site. Although a fence now surrounds the site, the stockpiled contaminated soil and exposed ground remains a source of blight.

c. Financial Need

i. Economic Conditions: EPA Brownfields cleanup funding is critical to complete cleanup efforts at the East Release site. Estimated total environmental cleanup costs for the larger 7.5-acre Bucyrus Campus property as a whole are estimated at $600,000. St. Ann Center has raised an additional $215,000 from a private foundation that is earmarked for remediation going forward (Appendix D), but requires approximately $248,000 to complete remediation at the East Release Site. As described in Section 2.b, EPA funding would significantly support the success of the project.

As documented in the leveraging Section 2.c and Attachment D, the vast majority of funding for the project was raised through grants and private donations. As one of the largest not-for-profit development projects undertaken in inner-city Milwaukee in recent years ($25 million), there have been significant challenges in securing the commitments necessary to undertake this development. Project funding is dependent on the generosity of a large group of individual donors and foundations, but the resources available from these sources are limited and earmarked for specific project components. Although appropriate environmental due diligence activities were completed prior to start of construction, during Phase I of development, multiple undocumented underground storage tanks (USTs) as well as unstable historic fill materials were encountered during construction in other areas of the overall site. The costs for removal of the USTs fully exhausted the contingency established for unexpected subsurface conditions. The magnitude of additional environmental costs associated with historic fill materials and background contamination was not anticipated during project planning.

According to a 2015 study prepared for the Wisconsin Economic Development Association on "*The Economic and Fiscal Impact of Wisconsin's Brownfields Investments*," tax incremental financing (TIF) is by far the greatest source of funding used in Wisconsin to pay for environmental cleanup at brownfield sites. Because St. Ann Center is a 501(c)(3) not-for-profit organization, the property and building are exempt from property taxes. Because the project will not generate a taxable increment, use of tax incremental finance (TIF) funding is not an option and was specifically prohibited in the development agreement executed with the City of Milwaukee. According to the 2015 study, the second greatest source of funding used to support brownfields cleanup in Wisconsin are Blight Elimination and Brownfields Redevelopment (BEBR) grants offered through the Wisconsin Economic Development Corporation (WEDC). In 2015, St. Ann Center submitted an application for BEBR funding, but was turned down due to program guidelines that restrict funding to commercial and industrial brownfields as well as to projects with directly measurable economic impacts. Although the St. Ann Center offers significant long-term or indirect economic impacts, as well as exceptional social, health, and public welfare benefits, these factors are not considered in the BEBR program's current scoring criteria.

As noted in Section 1.a.ii, the neighborhood/community within which the Site is located has exceptionally high levels of economic distress relative to the City of Milwaukee. Of the 51 largest metropolitan areas in the U.S., Milwaukee has the greatest disparity in poverty between the core city and its suburban areas (http://www.politifact.com/wisconsin/statements/2013/oct/03/tom-barrett/milwaukees-city-suburban-poverty-disparity-worst-a/). The neighborhood stands as one of the poorest in a City with some of the greatest economic disparities in the U.S. As such, it is likely few neighborhoods in the U.S. are in greater need of financial assistance.

ii. Economic Effects of Brownfields: Economic impacts of brownfields in the area have included: (a) costs to the City for demolition of blighted and abandoned buildings, and for responding to fires, illegal dumping and crime occurring at vacant or abandoned properties, (b) decreased property values attributable to the blighting influence of brownfields on neighboring properties, (c) opportunity costs to area businesses and communities associated with business expansion, relocations, or redevelopment projects that do not occur as a result of the presence of brownfields on sites that would otherwise be prime locations for new uses, (d) past and future costs incurred by the City for acquisition, assessment, demolition, cleanup, marketing and redevelopment of brownfield sites, (e) decreased tax revenue and jobs, and (f) health related costs.

As noted earlier in this application (Table 1), approximately 84-88% of residents in Census Tract 99 and other areas within a 1-mile radius of the Site are African American. Poverty rates are elevated (30-49%), and unemployment ranges from 18-29%. Approximately 40-42% of the households are female single parents with children, and median

household incomes ($21,620-$23,435) are less than half the state and national averages. The area is relatively young with approximately 30-36% of residents below age 18. Approximately 58-66% of the remaining household dwelling units in the area are rental, with 24-26% of the residential units being vacant. Additionally, 18-27% of the commercial properties are vacant.

Census Tract 99 experienced a 29.9% decrease in population between 2000 and 2013, and an astonishing 79.7% decline since 1950. The entire neighborhood is part of the ***Milwaukee Urban Renewal Community.*** (http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/economicdevelopment/programs/rc/tour/wi/milwaukee). The losses of population as well as the current high vacancy rates are both a contributing cause and a symptom of the large number of vacant and contaminated brownfield sites in the neighborhood.

The opportunity costs related to vacant and underutilized parcels are staggering. The 7.5 acres of formerly vacant land now occupied by the St. Ann Center-Bucyrus Campus will eventually provide an estimated 160 full-time and 40 part-time jobs. Phase I of development has already provided employment for 47 neighborhood residents. When complete, the project will have generated $25 million in investment as well as provide an array of services and public amenities. Significant portions of the former freeway corridor remain vacant, including a 5-1/2 block area southeast of the Site where a K-Mart Superstore was proposed in the early 2000s. At least 30 acres of vacant brownfield sites are located within a ½-mile radius of the site. If developed at a similar intensity as the St. Ann Center site, these parcels could result in an additional estimated $100 million in private investment and 800 new jobs. The 50-year (and counting) continued vacant status of these brownfield sites represents an enormous opportunity cost for both the neighborhood and the City.

Health costs due to contaminant exposure are also significant. Based on data provided by the Milwaukee Health Department, average blood lead levels greater than 10 micrograms per deciliter (µg/dL) for children tested in Milwaukee in 2010 were **2.4 times** the national average http://city.milwaukee.gov/health/Lead-Poisoning-Facts. In the Minnesota Department of Health's December 2014 report, *The Economic Burden of the Environment on Two Childhood Diseases: Asthma and Lead Poisoning in Minnesota*, the Minnesota Department of Health calculated the lifetime earnings lost due to childhood lead poisonings based on 0.47 IQ point lost per mcg/dL of exposure and a 2.39% reduction in lifetime earnings per IQ point lost. This cost is solely the impact to lifetime earnings and does not include costs to test children for lead poisoning, remove or abate lead from homes, or supplemental educational resources needed to educate children with neurological impacts due to lead. The number of children affected through time and associated costs are unknown, but likely substantial in the neighborhood due to the abundance of pre-1940 housing stock, as well as additional lead contamination present in surface soil throughout the area.

As previously documented, the percentage of low birthweight babies in the area is disproportionately high and may be directly linked to exposure to contaminants. Medical care costs through age five are estimated at $31,000 per low birth weight child. Special education costs resulting from cerebral palsy, cognitive delays, and hearing and vision impairments are at least $2,000 per child per year http://www.childtrends.org/?indicators=low-and-very-low-birthweight-infants#sthash.ImV1UrbW.dpuf.

2. Project Description and Feasibility of Success

a. Project Description

i. Existing Conditions: The project was first envisioned in 2010, when Sr. Edna Lonergan, the President of St. Ann Center, met with the Rocky Marcoux, Commissioner for the City of Milwaukee Department of City Development, and requested assistance in identifying the **poorest and most underserved neighborhood in the City of Milwaukee**, for the purpose of developing a second center that would duplicate an existing St. Ann Center located in St. Francis, a Milwaukee inner ring suburb. The St. Ann Center is an affiliate of the Sisters of St. Francis of Assisi, whose presence in Milwaukee dates back 166 years to 1849, with a mission to serve the poor and the disabled. This mission served as the impetus for the project and its continuing implementation. The project site was identified during the 2010 meeting, launching a four year planning and fund raising process that culminated in 2015 with completion of Phase I, which included construction of the shell of the 80,000-ft^2 facility and the completion of approximately 60,000-ft^2 of interior space. The EPA grant will support Phase II of the project which includes completion of environmental remediation activities in the northern portion of the property to facilitate construction of an array of amenities that will include a 500-seat band shell, a full size swimming pool, an outdoor splash pad, three playgrounds, an orchard, a green house, and a raised bed community garden.

As described above, the East Release Site is approximately 3 acres in area and is located at 2450 W. North Avenue in the City of Milwaukee. The East Release Site is part of the overall 7.5-acre St. Ann Center-Bucyrus Campus property. The $25 million project when complete will provide a broad range of health, social, educational,

recreational, and other community support services to the neighborhood, fulfilling the vision that first motivated the project. The project will provide employment for an estimated 200 area residents, the vast majority of whom will be residents of the surrounding neighborhoods plagued with high levels of unemployment. The project will put a property that has stood vacant for nearly 50 years back into productive use and will dovetail with efforts by other grass roots organizations (that are partners in the St. Ann Center project) to transform this neighborhood into a center for innovation, community-based agricultural, green and sustainable practices, and healing.

Many aspects of the overall redevelopment project are innovative and several may be unique. The St. Ann's Bucyrus Campus will replicate a model of comprehensive, community-based, intergenerational care developed over a period of 30 years at the original St. Ann Center in St. Francis (a Milwaukee inner-ring suburb). The Center will serve as a neighborhood resource for caring for older adults with dementia; older adults with severe physical and developmental disabilities; and middle age and young adults with severe physical and developmental disabilities. The East Release Site area specifically will contain additional much needed greenspace including an orchard and raised bed, wheel-chair accessible community gardens, a swimming pool, and lawn area as well as portions of the facility building and parking areas. The design of the facility is unique, featuring an African motif reflecting the heritage of the community as well as an on-going partnership with the St. Joseph's Children and Adult Home in Cameroon, Africa. Additional information on St. Ann Center is available at http://stanncenter.org/. The redevelopment is consistent with the *Fond du Lac and North Neighborhood Comprehensive Plan* which includes: support of efforts of non-profit and neighborhood-based organizations; strengthen and improve the existing neighborhood fabric; increase the sense of security throughout the Fond du Lac and North area; and enhance public destinations and gathering places for residents and visitors.

Based on site investigations completed to date, the entire Site contains variable depths of historic fill. PAHs and lead are present in soil/fill throughout the Site at concentrations up to 1,000 times greater than applicable Wisconsin soil cleanup standards. There are no known responsible parties that caused the contamination found at the Site. As part of redevelopment, greenspace including an orchard and raised bed gardens, a swimming pool, and lawn area are planned for the Site as well as portions of the facility building and parking areas. Specific concerns include human exposure to the soils via direct contact, plant uptake, and migration of contaminants to environmentally sensitive areas via surface water runoff. The Site has been entered into the WDNR Remediation and Redevelopment Program; WDNR Bureau of Remediation and Redevelopment Tracking System Activity #02-41-56425 and WDNR Facility Identification #341265210. The WDNR project manager is Mark Drews.

The first phase of development is complete and open for operations. Remediation is required to facilitate further development, in particular, the greenspace and other public amenities to be developed in the northern portion of the East Release Site as part of the second phase of development.

ii. Proposed Cleanup Plan: EPA cleanup funding will be used to finalize the Draft Analysis of Brownfield Cleanup Alternatives (ABCA; Attachment F) and Remedial Action Plan (RAP) for the Site, prepare bid specifications, procure remedial contractors and an environmental consultant, and to execute and document the remedial activities. Community outreach and education related to brownfields and the cleanup grant project will also be provided. The proposed cleanup plan incorporates use of green or sustainable methods or materials. The ABCA is based on a RAP that was submitted to the WDNR on 10/9/2015. The RAP was approved by WDNR on 11/2/2015.

As described in the Draft ABCA, the cleanup plan will involve select excavation/removal and off-site disposal of PAH/lead impacted fill/soil as a special waste from the proposed orchard and pool areas and an impacted fill/soil stockpile containing an estimated 2,000 cubic yards (CY) of contaminated material. Remaining PAH/lead impacted soils will be managed on site and covered with an 18-inch thick engineered soil cap (constructed using 1,560 CY of imported clean soil). The facility building and pavement will serve as a cap in other areas of the East Release Site. The use of an engineered cover and institutional controls for on site management of the areas where further excavation is not practical will reduce the total amount of contaminated soil requiring removal and associated carbon footprint and cost. Engine idle reduction practices will also be utilized to further minimize total emissions, neighborhood traffic and fuel costs. Engineering and institutional controls will be maintained. As described in the ABCA, climate change is not expected to impact the effectiveness of the proposed cleanup plan.

b. Task Description and Budget Table

i. Task Descriptions

Task 1 – Community Outreach ($3,000): St. Ann Center will utilize in-house staff to prepare and implement a Community Relations Plan (CRP) as in-kind services. Several of the community based organizations serving as project partners will assist in this effort. Area residents will have the opportunity to voice their concerns and will learn

about the health risks of the Site and the cleanup methods to be employed as well as be kept informed as to the progress and status of the remediation activities. An Administrative Record will be established and maintained at the Bucyrus Center campus. The record will include the following ***outputs***: all project documents/reports, including the CRP, ABCA, RAP, Soil Clean up Specification/Bid Package, and Remediation Action Completion Report.

EPA funds (**$3,000**) will be used for reimbursement of travel costs for two St. Ann Center staff to attend the EPA National Brownfields Conference (Brownfields 2016 or 2017), and/or to participate in other redevelopment workshops or training sessions. Travel costs are estimated assuming attendance by the project manager, Sr. Edna Lonergan, President, and CEO of St. Ann Center and Nicholas Schultz; Vice President, Grants and Neighborhood Development or designees with combined airfare costs of $1,000, and daily expenses for hotel and meals of $175 per day per person ($1,400 for 4 days for two people), and $75 per day for incidentals per person (taxi rides, parking, seminar fees, etc. = $600 total for two people).

Task 2 – Site Remedial Contractor Work ($208,892): Task 2 includes site preparation tasks such as contractor mobilization/demobilization, soil erosion and sediment control measures and construction entrance preparation (**$10,000**). Active work areas at the Site will also be appropriately secured. This may include caution tape and lath, poly fencing, and/or signage as required (**$5,000**). Contaminated soil excavation, transportation and disposal (2,000 cubic yards; **$142,000**) will be performed at the Site. At total of 1,000 CY of soil will be managed on-site by grading and construction of an engineered berm (**$6,000**) which will then be covered by an engineered cap constructed of "imported" clean soil (1,560 CY) over the berm and other areas (**$24,892**). Site waste characterization and confirmatory soil samples laboratory fees are estimated at **$15,000**. A quality assurance project plan will be prepared if required by EPA. Otherwise sampling will be conducted in accordance with WDNR requirements. Prevailing wages under the Davis-Bacon Act rules will be utilized. Site survey fees are expected to be **$6,000**. The total estimated cost for Task 2 is $208,892. Additional cost detail is provided in the ABCA (Attachment F). Remedial cost estimates were developed by the consultant that prepared the approved RAP. *Note: Costs for the building and paving are not included in the remedial estimate although they will form part of the cap. Raised bed gardens will be constructed above the soil cover and also are not included in the remedial estimate*.

Task 3 – Engineering Oversight and Reporting ($40,000): This task includes the following outputs as described above in Task 1: Modification of the RAP, as needed based on further refinements plans for the building, gardens, and greenspace that have occurred since completion of the initial RAP dated 10/8/2015 (**$7,500**) and preparation of bid documents to ensure the remediation is conducted in accordance with the approved RAP and all applicable procurement regulations (**$10,000**). Engineering oversight includes field supervision (**$10,000**) and preparation of a remedial action completion report (**$12,500**) upon completion of the remedial action in compliance with WDNR requirements. These activities will be conducted by a qualified environmental engineering consultant, competitively retained in accordance with 2 CFR 200.317-326 and any other applicable procurement regulations.

Cost Share and Measurement/Tracking of Progress: Funds from an existing Capitol Grant will be used to meet the cost share component, as well as to address any unanticipated increase in project costs. It is anticipated that cleanup will be completed within 3 months of execution of the cooperative agreement, and that closure of the case by WDNR will occur by 6/30/2017. Progress will be tracked and reported to EPA in quarterly progress reports, each of which will include a list of project outputs, their current status and expected completion/submittal date. The short-term outcomes (which include removal of stockpiles, construction of appropriate cover systems over all areas of soil exceeding applicable soil cleanup standards, securing case closure from the WDNR, construction of the swimming pool, construction of the raised bed gardens and orchard and lawn areas) will also be tracked and reported to EPA throughout the project period as defined in the Cooperative Agreement. Long-term outcomes (# of children taught to swim, users of the pool, participants in gardening programs, types and quantities of fruit raised, etc.) will also be tracked by St. Ann Center, as well as changes in the demographic measures of distress in the surrounding neighborhood, and additional development projects occurring on neighboring brownfield sites for which there is reason to believe that the St. Ann Center served as a catalyst for development.

ii. Budget Table: The proposed budget for grant funded activities is summarized below.

Line #	Budget Categories	Task 1	Task 2	Task 3	Totals
		Community Outreach	Site Remedial Contractor work	Engineering Oversight and Reporting	
1	Travel	$3,000			$3,000
2	Equipment				

Line #	Budget Categories	Task 1	Task 2	Task 3	Totals
		Community Outreach	Site Remedial Contractor work	Engineering Oversight and Reporting	
3	Supplies				
4	Contractual		$208,892	$40,000	$248,892
5	**EPA TOTAL**	**$3,000**	**$157,000**	**$40,000**	**$200,000**
6	Cost Share		$51,892		$51,892
7	**TOTALS**	$3,000	$208,892	$40,000	$251,892

All contracted services included on line 4 of the budget table will be procured in accordance with the requirements of 2 CFR 200.317-326. EPA grant funds will not be used for administrative costs as defined in the Proposal Guidelines. No budget is being requested for salary or benefits for St. Ann Center. Funds from an existing Capitol Grant will be used to meet the cost share component.

c. Ability to Leverage: Total redevelopment costs for the Site and surrounding parcels making up the 7.5 acre St. Ann Center –Bucyrus Campus are estimated at $25 million. The EPA funds will be a key to completing remedial actions at the Site and surrounding parcels and enabling completion of public greenspace and amenities to be constructed in this area as part of Phase II of development. The project will create 160 full-time and 40 part-time jobs. A total of 48 employees have been hired, 47 of whom were from the surrounding neighborhoods. Secured and future committed leveraged funding is described below. Documentation is provided in Attachment D.

Current Secured Funding: St. Ann Center has used multiple funding mechanisms for the Site and overall Bucyrus Campus development to date as described below.

- In 2014, St. Ann Center applied for and was awarded $3.8 million in net New Market Tax Credits (NMTCs).
- From 2012-14, St. Ann Center raised $14 million in equity as part of the NMTC agreement above.
- To date, St. Ann Center has secured 66 grants totaling $6.1 million for construction of the Bucyrus Campus building, as well as $4.2 million in donations from individuals.

Future Funding: The following types of additional funding are anticipated.

- St. Ann Center has received assurance from NMTC lenders that it will be a strong candidate for the next round of NMTC awards, with an anticipated $1 million in net NMTCs to be awarded to support Phase II of the project.
- St. Ann Center has raised $215,000 from a private foundation that is earmarked for remediation going forward (Appendix D).
- St. Ann Center is submitting a separate EPA Brownfields Cleanup Grant application to address an additional hazardous substance release area (West Release Site) on 9 parcels within the western portion of the Bucyrus Campus and which is the site for other planned community amenities including a 500-seat band shell for which a project partner (Park Lawn Assembly of God) has committed to raising $250,000 in funding.

3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS

a. Plan for Involving Targeted Community & Other Stakeholders; and, Communicating Project Progress: Significant reuse planning and site preparation has occurred to date. A public notice issued on 12/4/2015 describing the application and inviting public review and comment. A public meeting was held on 12/17/2015 to solicit public input on the EPA Grant applications (see Attachment E for community notification documentation including a copy of the advertisement). The summary of comments received, response to comments and meeting notes from the public meeting along with the draft ABCA are provided in Attachment F. If awarded, the community involvement will continue as described below.

A formal Community Relations Plan (CRP) will be developed. The Plan will build on previous outreach efforts focused on the project area. It should be noted that during 2010-14, extensive outreach was conducted to neighborhood residents, including surveys to identify services and amenities for which they felt there was the greatest need. Input was also solicited from community leaders, in particular ministers of local church and other organizations, six of whom serve now serve on an advisory board overseeing the Bucyrus Campus. St. Ann Center will draft a press release for circulation in the local media including the Milwaukee Journal Sentinel and newspapers serving the African American community in addition to the St. Ann Center website.

St. Ann Center will schedule at least one public kick-off meeting to inform area residents and other stakeholders about the project. St. Ann Center will rely on our project partners described in Section 3.c. for support in these efforts. During the meetings, St. Ann Center will provide the community with background information on the project, and

solicit public input regarding health and welfare issues, and the plans for Phase II of the development. Meetings regarding clean-up activities will be held before site activities are initiated to familiarize stakeholders with an outline of what to expect during and after the clean-up process. The Milwaukee Health Department has committed to providing technical assistance. An administrative record will be established and maintained at Bucyrus Center offices that will include the CRP, ABCA, RAP, Remediation Action Completion Report, and other documentation.

Although it is anticipated that a majority of project communications will be in English, St. Ann Center will develop and distribute information on the Project in Spanish, which is the predominant language for residents in Milwaukee who are non-English speakers. Several St. Ann Center staff are fluent in Spanish and capable of translating the public outreach materials into Spanish as needed.

b. Partnerships with Government Agencies: The East Release Site has been entered into the WDNR Remediation and Redevelopment Program and assigned Bureau of Remediation and Redevelopment Tracking System (BRRTS) #02-41-56425 and WDNR Facility Identification #341265210. The WDNR project manager is Mark Drews. The WDNR has been involved in remedial investigation and response action planning that has occurred to date and will continue in that role through cleanup, redevelopment and ongoing cap maintenance at the Site. All environmental testing results to date have been submitted to the WDNR. A remedial action plan (RAP) addressing areas of contamination was submitted to the WDNR on 10/9/2015, and approved by WDNR on 11/2/2015. The RAP addresses soil management activities, cap design and construction, and confirmation sampling that will be performed in conjunction with remedial action. Upon completion of proposed remedial work, a Remedial Action Completion Report will be submitted to WDNR together with a cap maintenance plan, and a Case Closure Form with supporting documentation. The WDNR will review these materials and a closure committee formed of multiple WDNR staff will make a decision on case closure, as well as any post-closure requirements necessary for protecting human health and the environment. The State letter of support from the WDNR is provided in Attachment B. The Milwaukee Health Department will be kept informed of the project and assist in community involvement, education and management of health issues related to the project as needed. This will be critical to assure that public health concerns are carefully addressed and clearly communicated with the directly affected and concerned residents.

c. Partnerships with Community Organizations: St. Ann Center has a long record of working in partnership with community based organizations (CBOs) and will seek to expand and build on these relationships while implementing the grant, as described below and in the letters of commitment in Attachment C.

One Hope Made Strong, Ezzard C. White, Founder/Executive Director, 2934 N. 36th St., Milwaukee, WI 53210, (414) 803-1488: One Hope Made Strong (OHMS; http://www.ohmsprogram.org/) is a non-profit organization dedicated to providing young people in Milwaukee's inner city with the training and work habits needed to gain meaningful employment in the trade industries. Approximately 50 unemployed tradesmen/ apprentices from the neighborhood who are graduates of the OHMS program will be hired to perform construction of interior areas as part of Phase II of the Bucyrus Campus development. St. Ann has also hired a graduate of the program as a full-time maintenance staff person. St. Ann Center is also supporting OHMS in efforts to obtain status as a 501(c)(3) organization , as well as working with OHMS in support of plans to purchase a vacant 3-story building across the street from the Center, which will be converted to a trade school and home for the OHMS program.

Park Lawn Assembly of God, Bishop Walter Harvey, Senior Pastor, P3725 N. Sherman Blvd., Phone: (414) 442-7411: The Park Lawn Assembly of God is helping with planning for the 500-seat band shell to be constructed during Phase II and has also committed to raising up to $250,000 in donations to pay for its construction. Park Lawn has also committed to maintaining the band shell as well organizing a program of music, theatre, poetry, and other events that will be held in the band shell.

North Avenue/Fond du Lac Marketplace Business Improvement District, Jacqueline Ward, Executive Director, 2347 W. Fond du Lac Ave., Milwaukee, WI 53208, Phone: (414) 265-2242: The North Avenue/Fond du Lac Marketplace Business Improvement District also known as "BID 32," (http://www.marketplacebizdev.org/) is working to advance the economic and environmental goals of businesses in the BID 32 service area. Two staff from St. Ann Center serve on the BID 32 Board of Directors. In 2015, BID 32 hosted a charrette focused on ten vacant brownfield properties located in the vicinity of the St. Ann Center property. BID 32 has committed to collaborating with St. Ann Center in efforts to revitalize the neighborhood, and to host events and provide financial and technical support to both established and start-up businesses that may locate on the brownfields.

Legacy Redevelopment Corporation, Sally Peltz, Founder/CEO, 1200 W North Ave, Milwaukee, WI 53205, (414) 343-0163: Legacy Redevelopment Corporation (LRC; http://www.lrcmke.com/) is a nonprofit Community Development Financial Institution (CDFI) focused on housing and commercial real estate in Milwaukee's inner city.

Legacy provided $3.8 million in New Market Tax Credits (NMTCs) used to fund Phase I of the project and is working to help secure an additional $1 million in NMTCs for Phase II of the project.

Walnut Way Conservation Corp. Sharon Adams, Director of Programs, 2240 N. 17th St., Milwaukee, WI 53205, Phone: (414) 264-2326: Walnut Way Conservation Corp. (Walnut Way) http://www.walnutway.org/ is a grass roots 501(c)(3) nonprofit neighborhood organization founded by area residents in 2000. An affiliate, Blue Skies Landscaping was created in 2014 for the purpose of training and providing employment for neighborhood residents in sustainable landscaping and green construction. During Phase I of the Bucyrus Campus development, Blue Skies Landscaping provided landscaping services. Blue Skies will support Phase II by providing landscaping services for the areas to be remediated using EPA funding. They will also perform planting and maintenance of fruit trees to be planted in the orchard, which will benefit from experience gained by Walnut Way in developing its own orchard (which now supplies produce for a food coop recently opened in a renovated building 9 blocks to the east).

Milwaukee Water Commons, Alexa Bradley, Co-Director, 1845 N. Farwell Ave., Suite 100, Milwaukee, WI 53202, (414) 763-6199: Milwaukee Water Commons http://www.milwaukeewatercommons.org/ is a grass roots organization formed in 2013 to broaden public participation in water policy issues affecting Milwaukee. They will work with St. Ann Center in developing swimming programs for the planned pool, as part of efforts occurring in Milwaukee to make the City a global center for water related business, technology and innovation.

Feeding America Eastern Wisconsin Charles McLimans, President/CEO, 1700 W. Fond du Lac Ave., Milwaukee, WI 53205, (414) 931-7400: Feeding America Eastern Wisconsin (http://feedingamericawi.org/) is the state's largest food bank, working with a network of hunger relief partners to distribute more than 18.3 million meals annually in 36 eastern Wisconsin counties. They are working with the St. Ann Center to help address hunger in the neighborhood and will also provide support at public meetings and events.

St. Matthew Christian Methodist Episcopal Church, Rev. Richard D. Shaw, 2944 N. 9th St., Milwaukee WI 53206, (414) 562-7580: Rev. Richard Shaw of St. Matthew Christian Methodist Episcopal Church (http://stmatthewcme.org/index.html) is serving on a recently formed integration task force for the St. Ann Center, which was established to help St. Ann Center serve the needs of the community in a culturally sensitive manner.

Blessed Deliverance Missionary Baptist Church, Rev. Tony Phillips, Pastor, 2215 N. 23rd S., Milwaukee, WI 53205, Phone: (414) 763-9133: Like St. Ann Center, the church is located within the boundaries of land cleared for the Park West Freeway project. Representatives from the church are serving on the committee guiding development of the band shell and outdoor performance center.

Dominican Center for Women (DCW), Patricia Rogers, Executive Director, 2470 W. Locust St., Milwaukee, WI, 53206, (414) 444-9930:. Programs offered by the Bucyrus Center support many of the priorities and concerns identified in a Neighborhood Plan completed in 2009 (for which DCW is serving as the lead partner organization). St. Ann Center has hired two women referred by DCW, who are being provided with free on-site child care.

Milwaukee Area Workforce Investment Board, Inc., Earl Buford, Executive Director, 2338 N. 27th St., Milwaukee, WI 53210: The Milwaukee Area Workforce Investment Board, Inc. (MAWIB; http://milwaukeewib.org/) is the largest Workforce Investment Board in Wisconsin and has offices on the block located directly west of the Bucyrus Campus. MAWIB is helping St. Ann Center to recruit workers for the approximate 200 positions to be created at the Bucyrus Campus, and to maximize the extent to which workers are hired from the neighborhoods surrounding the Center. As part of Phase I of the project, MAWIB hosted a job fair that attracted over 800 job seekers. MAWIB will continue to support St. Ann Center in recruitment of workers for Phase II of the project, as well as in providing training for workers who lack certain skills.

4. PROJECT BENEFITS

a. Health and/or Welfare and Environment

i. Health and/or Welfare Benefits: The project will result in an array of health benefits (HB) and welfare benefits (WB) for neighborhood residents. Some of the benefits include: 1) HB - The project will reduce risks to area residents from potential exposure to lead and PAHs present throughout the surface of the two block site, which abuts residential neighborhoods with disproportionate numbers of children. 2) HB - Reduced exposure risks will help to address the lead poisoning, asthma, and increased cancer rates noted in Section 1.b. 3) HB - The medical and dental clinics to be developed during Phase II will enhance access of residents to preventative health care, in particular, those with disabilities. 4) HB - Providing full time employment with health benefits to 160 residents from the neighborhood will improve these residents access to affordable health care. 5) HB – The swimming pool and programs to be offered, will increase residents access to a form of healthy cardiovascular exercise. 6) HB – The orchard, green house, and raised bed community gardens will increase residents' access to healthy food, in an area

that has been identified as a food desert. 7) WB – The large number of jobs provided to residents from the neighborhood will help to reduce the social problems linked to unemployment, underemployment, and poverty. 8) WB – The project will offer an array of services that will support families struggling to provide care for family members suffering from Alzheimer's, dementia, and other disabilities. 9) WB – The Center will feature 17 infant/toddler and pre-school classrooms and provide high quality and affordable day care and early childhood education services for 290 children. 10) WB – The playground areas, bandshell, and green space will enhance the quality of life and sense of community in a neighborhood currently lacking adequate green space.

ii. Environmental Benefits: Cleanup of the Site will result in several significant environmental benefits. Stormwater which historically discharged to storm sewers for a two-block area will be captured on site using bioswales and other green infrastructure. This will support on-going efforts by the City of Milwaukee to reduce the frequency and severity of combined sewer overflows. Cleanup activities will also prevent contaminated surface soil from coming into contact with stormwater runoff, further reducing threats to area rivers. The bioswales will also provide approximately 7,000 square feet of wetland areas in a highly urbanized location and neighborhood generally lacking any natural habitats. The orchards and trees will provide additional habitat for birds and other wildlife.

b. Environmental Benefits from Infrastructure Reuse/Sustainable Reuse

i. Planning, Policies or Other Tools: The *Fond du Lac and North Neighborhood Comprehensive Plan* and *30th Street Corridor Economic Development Master Plan* specifically address policies and strategies for redevelopment/infill and reuse of properties in ways that will restore and strengthen areas eroded by blight and provide for living-wage employment for local residents. The strategy inherently includes use of existing infrastructure and catalyst sites to spur revitalization and also includes select infrastructure upgrades.

Environmental benefits and outcomes related to infrastructure and sustainable reuse are significant. Capping of less contaminated areas versus removal of all contaminated soil reduces the total amount of soil to be removed from the Site, as well as new soil being imported to the Site, thereby reducing fuel usage, noise, traffic, and air pollution carbon emissions during remediation and redevelopment. A upgrade benefit related to Site redevelopment will be appropriate surface water/ storm water treatment per current regulations as opposed to direct runoff to area storm sewers, which in this neighborhood, are combined with sanitary sewers and a cause for combined sewer overflows.

The EPA cleanup grant will provide further environmental benefits as the property is currently serviced by infrastructure (e.g., water and sewer, electricity, natural gas, and roads) sufficient to support the redevelopment and reuse. This will require minimal upgrade or extension when compared to alternative green space development. This will reduce pressures to extend utilities, roadways and other public infrastructure, make most efficient use of land and resources and protect sensitive environmental features and prime farmland, while enhancing the existing neighborhood for further redevelopment and reuse.

ii. Integrating Equitable Development or Livability Principles: ***Provide more transportation choices*** – The project site is located near the intersection of W. North Ave., and N. Fond du Lac Ave., two of the most important arterial roads in the City of Milwaukee, which are served by several of the most traveled bus routes. As part of the development, a new sheltered bus stop was constructed at the southeast corner of the property. The site is located within 1.25 miles of downtown Milwaukee, and is within walking distance of an array of other transportation options serving the downtown area. Hiring residents from the neighborhood has provided the option for many employees to walk to and from work. ***Enhance economic competitiveness*** – As detailed in Section 4.c.i, the project is focused on enhancing the economic competitiveness of an inner city area facing exceptional economic challenges and levels of distress. The project provides a significant number of jobs for residents of this neighborhood. The project also provides an array of social services for families (in particular, single parent households) struggling with the additional challenges of caring for aging relatives, and family members with physical or development disabilities. These challenges are exacerbated for families living in poverty with fewer resources to care for these family members. The availability of these services at St. Ann Center can greatly enhance the ability of disadvantaged residents to obtain employment and to remain employed. ***Support existing communities*** – The programs and facilities at St. Ann Center are designed specially to support the employment, social, health, educational, recreational, community, and spiritual needs of the existing community, which within a one-mile radius of the site, is 87.9% African American, 48.7% in poverty, with a median household income of $23,303. Nearly 42% of households are single female parents with children under 18 years of age. The project will support efforts by a wide range of grass roots organizations working to improve conditions in this neighborhood, and will be staffed primarily by residents from the neighborhood. ***Value communities and neighborhoods*** – From its beginning, the project was developed for the purpose of supporting one of the poorest and most underserved neighborhoods in the City of Milwaukee. The design of the Center as well as the services that are offered are based on input from this community during a 4-year

outreach and planning process. By hiring nearly all employees from the neighborhood, the community is in effect providing the services that are lacking. While outsiders may see a neighborhood of little value (a poor, crime-ridden, and blighted area as seemingly reflected in the demographic data on Table 1), the St. Ann Center project reflects a belief that the neighborhood is in fact a place of great value, full of beauty and strength.

c. Economic and Community Benefits

i. Economic or Other Benefits: The project when completed will provide an array of community benefits. The EPA grant will be used to support creation of a multi-acre greenspace that will include a fruit orchard and provide a peaceful and beautiful oasis in an area that for decades has been plagued by crime. The EPA grant will also be used to prepare areas that will be used for construction of wheel chair accessible raised bed community vegetable and flower gardens, as well as a greenhouse. These will build on previous urban gardening and urban food initiatives undertaken in the neighborhood by a project partner, the Walnut Way Conservation Corps. The garden initiatives will also make use of the in-house skills and expertise of the Sisters of St. Francis of Assisi (which is affiliated with the St. Ann Center), including three Sisters with degrees and advanced training in horticulture. The EPA grant will also be used to facilitate construction of a full indoor lap pool that will serve as a community resource and amenity. St. Ann Center will work with a project partner, the Milwaukee Water Commons, in developing and implementing programs that will support a Milwaukee-area goal of teaching every child to swim (in particular, children in inner city areas who traditionally have lacked access to some of the swimming facilities more widely available in suburban communities). An outdoor splash pad will also be developed. Another project partner, the Park Lawn Assembly of God, is leading planning and fund raising efforts for a planned a 500-seat band shell to be constructed in another outdoor area. The band shell will serve as a unique community gathering space, and will offer an array of music, theatre, and other performances, as well as serve as a location for outdoor church services.

The St. Ann Center – Bucyrus Campus as a whole will offer an array of programs that will support the health, social, and welfare needs of the community. The Center will serve as a neighborhood resource for both caring for older adults with dementia; older adults with severe physical and developmental disabilities; and middle age and young adults with severe physical and developmental disabilities. There will be space for a medical clinic offering advanced nursing care and operated by a nurse practitioner, a dental clinic serving clients with severe disabilities, a wellness program providing hygiene, bathing services, and massage therapy; along with a nine-room, short-term overnight respite unit. It is anticipated that the availability of these services will significantly increase the opportunities for many residents to obtain permanent employment. The Center will feature 17 infant/toddler and pre-school classrooms providing day care and early childhood education services for 290 children, and two after-school, "summer camp" rooms serving 40 children with an array of programs. Three outdoor playgrounds and an indoor "intergenerational playground" (accommodating all ages and abilities) are being developed to provide physically and environmental safe plays area for children (as well as adults). The indoor playground includes a swing with a lift device enabling people confined to wheelchairs the opportunity to experience the joy of swinging. Another project partner, Sharp Literacy Inc., will be leasing space to offer literacy programs, with particular focus on serving at risk students, including foster children and youths who have been involved with the juvenile justice system.

Although the project is primarily focused on community benefits, it will also result in significant economic benefits, including $25 million in development and creating 160 full time jobs with benefits as well as 40 part time jobs. Phase II of the project is expected to create approximately 50 construction jobs, to be filled by unemployed tradesmen or apprentices from the neighborhood (as detailed in Section 4.c.ii). The project eliminated the blight associated with a two-block parcel that had sat vacant on one of Milwaukee's major commercial corridors (W. North Ave.) for more than 40 years. The project appears to be already serving as a catalyst for neighborhood revitalization, with two additional development projects having been proposed on neighboring (and also long vacant) parcels within the first three months that the Center has been open.

ii. Job Creation Potential: Partnerships with Workforce Development Programs: As discussed above, the overall project will result in creation of approximately 160 permanent full-time jobs with benefits, as well as 40 part-time jobs. A majority of the positions to be created are suitable for unemployed or underemployed neighborhood residents with limited work experience. Milwaukee is noteworthy among major U.S. cities in having the highest unemployment rate for its African American residents. Therefore, few neighborhoods in the State (and perhaps in the U.S.) are more in need of the jobs to be provided by this facility. In filling jobs for the project St. Ann Center is partnering with the State to implement a recruitment and job training program, with an emphasis on recruiting and training employees from the 53206 zip code, so that the Center can have the greatest direct economic benefit to the neighborhood and its residents. These efforts were supported by two job training grants awarded by the Wisconsin Department of Workforce Development, as well as by the Milwaukee Area Workforce Investment Board, a project

partner, which hosted a job fair on 6/26/2015 at its facility (located one block to the west) which attracted more than 800 job seekers, as well as attracted another 536 resumes submitted by email before the event began.

Phase I of the project resulted in approximately 150 construction jobs. In order to fully leverage the opportunity presented by Phase II, interior construction work will be completed through collaboration with a skilled construction trades apprentice program run by One Hope Made Strong (OHMS). The OHMS program was developed by Ezzard White, a Milwaukee-area African American business owner and retired electrical technology teacher, for the purpose of teaching skilled construction trades to inner-city youths. The program runs for 24 weeks and includes nine modules focused on basic and second-level electricity, blueprint reading, plumbing, welding, building construction, masonry, general drafting, carpentry, and HVAC (heating, ventilation and air conditioning). It is anticipated that the collaboration with St. Ann Center will provide paid experience for approximately 50 unemployed tradesmen/apprentices from the neighborhood. St. Ann Center is further collaborating with OHMS in supporting its efforts to obtain a 501(c)(3) status, as well as to purchase a property located across the street from the Center, on which it is planned to construct a trade school to serve as a permanent home for OHMS programs. St. Ann Center will also be collaborating with another project partner, the Walnut Way Conservation Corps and an affiliate, Blue Skies Landscaping, which provides training to neighborhood residents in sustainable landscaping. Blue Skies Landscaping will perform all landscaping to be completed in the Phase II project area, as well as planting and maintenance of the planned fruit orchard.

In addition to opportunities for employment, the Center will also provide opportunities for volunteer service by area residents. Volunteer service can provide opportunities for area residents to learn new skills and increase their self-esteem and sense of purpose. Volunteer service can serve as a first step to employment for residents who may lack basic job skills or an employment record. It is anticipated that more than 500 area residents will serve as volunteers each year at the Bucyrus Campus.

5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

a. Programmatic Capability: The EPA Brownfields Cleanup grant project will be managed by ***Sister Edna Lonergan***, President and CEO of St. Ann Center, who will be the primary contact with EPA. She has managed all aspects of the new St. Ann Center – Bucyrus Campus project to date including visioning, funding, property acquisition, and initial construction and operations. Under Sr. Edna's leadership, the St. Ann Center has grown from a four-client adult day care center that began in the basement of the St. Francis Convent's infirmary in 1983 to an intergenerational day care facility with multiple locations serving more than 250 adults and children with severe disabilities daily. ***Christopher Jackson, Vice President of Facilities*** will serve as a secondary project contact. He will also be available to manage the grant if Sr. Edna Lonergan becomes unavailable due to unforeseen circumstances. Mr. Jackson will assist in procurement and management of remedial contractors for the project and will also oversee construction, operation and maintenance of the new facility. He is currently serving as the organizational representative in charge of design compliance, bid review, and coordination of community involvement in the construction activities, including overseeing the on-site job training and hiring of neighborhood residents at the St. Ann Center - Bucyrus Campus. ***Nicholas Schultz; Vice President, Grants and Neighborhood Development*** will assist with grant administration and programmatic activities. In just three years of directing grants, St. Ann Center has received over 66 foundation grants totaling more than $6.1 million for the Bucyrus Campus project alone. St. Ann Center's program and operational grants have also tripled, totaling more than $450,000 so far in 2015. Under the direction of Mr. Schultz, St. Ann Center has been ranked 20th overall out of over 4,000 nonprofits in the State of Wisconsin (http://data.foundationcenter.org/#/fc1000/subject:all/state:WI/top:recipients/list/2012) among recipients of large foundation grants.

Additional legal, financial, and technical expertise will be provided by : ***John Glaser, Chief Financial Officer; Tim Sullivan, Capital Campaign Chair and former Bucyrus International CEO; Craig Mackus, Board Chairperson; and James Gormley, Vice Chairperson, an attorney with more than 30 years' experience in business law***. Additional staff can also assist as appropriate. St. Ann Center currently has over 180 employees and receives additional support through time contributed by hundreds of volunteers. In 2014, more than 600 volunteers donated over 18,500 hours of service.

In accordance with the requirements of 2 CFR 200.317-326, St. Ann Center will retain the services of an environmental consulting firm, with the expectation that the consultant will serve as an additional resource for the St. Ann Center in complying with the various technical, reporting and other grant requirements. St. Ann Center has worked with several environmental consulting firms while completing environmental due diligence activities prior to acquiring the property, in addressing contamination issues during construction (including removal of two USTs), and in completing site investigation and remedial planning activities. The project team has met with WDNR

representatives at the Site, and is familiar with and experienced in managing environmental work performed through consultants or contractors. The City of Milwaukee, which reportedly has implemented more EPA grants than any other local government in the U.S., is another available local source of EPA Grant expertise if needed.

Using the above management structure, progress towards achieving project outcomes and outputs will be measured and reported to the public and EPA via the quarterly progress reports and the EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES) database and maintenance of the Administrative Record. Additional public outreach will also be implemented per the CRP for the project.

b. Audit Findings: There have been no adverse audit findings related to administration of grants received by St. Ann Center. The St. Ann Center has strong financial controls, and conducts an annual audit of the financial statements of all government and other expenditures including grant funded activities.

c. Past Performance and Accomplishments (Has Not Received an EPA Brownfields Grant but has Received Other Federal or Non-Federal Assistance Agreements)

1. Purpose and Accomplishments: St. Ann Center typically manages multiple grants concurrently. This includes 66 grants totaling $6.1 million that have been awarded to date for the St. Ann Center-Bucyrus Campus project alone (See Section 2.C. and Attachment D). In addition, as part of this project, St. Ann Center was awarded and is managing $3.8 million in New Market Tax Credits (NMTCs) received in 2014, which have very strict management and reporting requirements. In addition to the capital campaign funding, St. Ann Center manages grants supporting its operation and programs. Five recent grants awarded for the St. Ann Center-Bucyrus Campus project are summarized below.

- St. Ann Center was awarded a $90,131 grant from the Wisconsin Department of Health Services Oral Health Grant Program to Dental Clinics. Funding was awarded for design and partial construction of a dental clinic to be located at the Bucyrus Campus which will serve persons with severe disabilities. The initial funding period was from July 1, 2014 - June 30, 2015, with funding allocated to the design and construction of the exterior walls of the dental clinic in space constructed during Phase I of the Bucyrus Campus development. The grant has renewal options for two additional years and St. Ann Center successfully secured the second year of funding (July 1, 2015 – June 30, 2016) to offset startup costs including equipment. St. Ann Center is in negotiations to secure the third year of funding for startup costs related to operations and salaries.
- In 2014, St. Ann Center was awarded a $166,678 Wisconsin Fast Forward Worker Training Grant by the Wisconsin Department of Workforce Development (WDWD) to train 167 workers to be employed at the Bucyrus Campus. The project targets unemployed residents from the 53206 zip code, one of the most impoverished areas in the State of Wisconsin. **Approximately 98% of jobs (47 of 48) created to date have been filled by neighborhood residents.** The grant period runs through Dec. 2016 and St. Ann Center is on track with the hiring/training goals.
- In 2014, St. Ann Center was awarded a second WDWD grant (Wisconsin Fast Forward – Blueprint for Prosperity – Training Workers with Disabilities grant) for $30,460 for the purpose of training and hiring ten disabled workers Implementation of this grant is in progress, and on tract, with three disabled workers trained and hired by St. Ann Center to date.
- St. Ann Center was awarded a $76,500 grant through the Milwaukee Metropolitan Sewerage District through the Green Infrastructure Program. Grant funding was used to install 7,000 square feet of bioswale at the Bucyrus Campus development. Construction of the bioswales was completed on schedule during 2015. All conditions of the grant were met and St. Ann Center was reimbursed for all eligible costs.
- In 2015, St. Ann Center received a $1,500,000 capital grant from the Harry and Jeanette Weinberg Foundation, Inc. for the construction of the Bucyrus Campus. Grant payments are being disbursed in four allocations, with each disbursement subject to terms and conditions of the grant contract. The requirements for payment are being managed by the Center, and include a fundraising challenge grant of $375,000 and measurable objectives related to construction timeline. St. Ann Center has successfully received the first disbursement of $375,000, has submitted documentation for the second disbursement, having satisfied the requirements for the challenge grant.

2. Compliance with Grant Requirements: The schedule and budget and other terms of the grants were met as evidenced by multiple awards by the entities and agencies documented above and in Attachment D, and no adverse audit findings. All of the referenced grants were in support of one of the most challenging and significant projects completed in recent decades in Milwaukee's inner city, with the further complications associated with development on a 27-parcel brownfield site with contamination throughout. In spite of the extraordinary project geographic, financial, and environmental challenges, Phase I of the project was completed on schedule.

ATTACHMENTS

Attachment A

Threshold Documentation

ATTACHMENT A – East Release Site

THRESHOLD CRITERIA FOR BROWNFIELDS CLEANUP GRANTS

1. **Applicant Eligibility**
   a. **Eligibility Entity:** St. Ann Center for Intergenerational Care (St. Ann Center) is a 501(c)(3) nonprofit organization. Documentation of nonprofit status is provided as Attachment G.

   b. **Site Ownership**: The St. Ann Center for Intergenerational Care is the sole owner of the property. The title is fee simple. The site was acquired in October 2014.

2. **Letter from the State or Tribal Environmental Authority**

   A letter of support signed by the Wisconsin Department of Natural Resources (WDNR) is presented as Attachment B.

3. **Site Eligibility and Property Ownership Eligibility**
   a. **Basic Site Information:**

   Name of Site: St. Ann Center for Intergenerational Care – Bucyrus Campus – East Release Site
   Site Address: 2450 W. North Avenue, Milwaukee, WI 53207 (the Property)
   Current Owner: St. Ann Center for Intergenerational Care

   b. **Status and History of Contamination at the Site:** The East Release Site (the Site) is approximately three acres in size and is located at 2450 W. North Avenue in the City of Milwaukee (the City). The East Release Site is part of the 7.5 acre (two square block) St. Ann Center - Bucyrus Campus property which, when complete, will include a $25 million facility designed to support the most economically depressed and underserved neighborhoods in the City as well as provide employment for up to 200 residents. The Property is located in a mixed commercial retail/residential area, and is generally bound on the north by W. Meinecke Ave., to the east by the N. 24th Street, to the west by St Ann Center property adjacent to N. 25th Street, and the south by St. Ann Center property adjacent to W. North Avenue.

   The Site has a history of development dating to the late 1800's. The Site parcels include residences and commercial buildings. A portion of N. 24th Place and two alleys were also present. From 1951 through the early 1970s, the Site and surrounding parcels were acquired by the Milwaukee County Freeway Commission as part of site assembly for the planned Park West Freeway. The buildings were demolished, the basements filled in and N. 24th Place and the alleys were vacated. Due to public opposition, plans for the freeway were canceled in 1977 and the property was initially transferred to the City. The property was subsequently transferred to the Redevelopment Authority of the City of Milwaukee (RACM) in 1981. St. Ann Center purchased the Site from RACM under a development agreement executed on October 6, 2014.

   Based on site investigations conducted to date, the entire Site contains variable depths of historic fill. Polynuclear aromatic hydrocarbons (PAHs as hazardous substances/ non-petroleum) are present in soil/fill throughout the Site at concentrations significantly above applicable Chapter NR 720 Wisconsin Administrative Code Non-industrial Residual Contaminant Levels. There are no known parties that have liability for contaminating the Site. As part of redevelopment, greenspace including an orchard and raised gardens, a swimming pool, and lawn area are planned for the Site as well as portions of the facility building and parking areas. Specific concerns include exposure to the soils, plant uptake, and

migration of contaminants to environmentally sensitive areas via surface water runoff. The Site has been entered into the Wisconsin Department of Natural Resources (WDNR) Remediation and Redevelopment Program; WDNR Bureau of Remediation and Redevelopment Tracking System Activity #02-41-56425 and WDNR Facility Identification #341265210. The WDNR project manager is Mark Drews.

c. **Sites Ineligible for Funding**: The Site is not currently, nor has it ever been listed or proposed for listing on the National Priorities List; subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decrees issued to or entered into by parties under CERCLA; or subject to the jurisdiction, custody or control of the United States Government.

d. **Sites Requiring a Property-Specific Determination:** No property-specific determination is required for this Property.

e. **Environmental Assessment Required for Cleanup Proposals:** A Phase I Environmental Site Assessment (ESA) and report for the Property entitled *"AAI Phase I Environmental Site Assessment, Park West "D" Redevelopment, North 24th Street and West North Avenue, Milwaukee, Wisconsin"* was completed by The Sigma Group and dated August, 2012, on behalf of the St. Ann Center prior to acquisition of the property from the RACM on October 6, 2014. An initial Phase II ESA and report entitled "*Phase II Environmental Site Assessment, Park West "D" Redevelopment, North 24th Street and West North Avenue, Milwaukee, Wisconsin"* was completed by Sigma Group in August 2014. In September 2015, additional soil samples were collected from 10 locations by Stantec Consulting Services Inc. (Stantec), including the playground areas, stormwater retention basins and large stockpile of topsoil stripped from the surface of the site during initial phases of construction. Based on the results of the initial Phase II ESA, predesign investigation and recognized environmental conditions identified in the Phase I ESA completed in 2012, a comprehensive site investigation, remedial action options analysis and remedial action plan report was prepared by Stantec entitled *"Site Investigation, Soil Management, and Capping Plan – PAH Impacted Areas, St. Ann Center for Intergenerational Care, 2450 West North Avenue, Milwaukee, Wisconsin",* and dated October 9, 2015. The Site has been entered into the WDNR Remediation and Redevelopment Program; WDNR Bureau of Remediation and Redevelopment Tracking System Activity #02-41-56425 and WDNR Facility Identification #341265210. The WDNR project manager is Mark Drews, mark.drews@wisconsin.gov.

f. **CERCLA §107 Liability:** St. Ann Center is not potentially liable for contamination at the site under CERCLA §107 and has bonafide prospective purchaser protection (BPPP) as documented in h. below.

g. **Enforcement or Other Actions:** No actions are known.

h. **Information on Liability and Defenses/Protections:**

   i. ***Information on the Property Acquisition***: The St. Ann Center purchased the parcels from RACM under a development agreement executed on October 6, 2014. The type of ownership is fee simple. The St. Ann Center has no known familial, contractual, corporate or financial relationships or affiliations with any prior owner or operator of the Site, or any potentially responsible parties.

   ii. ***Timing and/or Contribution Toward Hazardous Substances Disposal***: No disposal of hazardous substances at the Site occurred subsequent to acquisition by the St. Ann

Center. The St. Ann Center has not caused or contributed to any release of hazardous substances at the Site, or arranged for the disposal of hazardous substances at the Site or transported hazardous substances to the Site.

iii. ***Pre-Purchase Inquiry***: A Phase I Environmental Site Assessment (ESA) completed in general accordance with ASTM Standard E1527-05 and report for the Property entitled *"AAI Phase I Environmental Site Assessment, Park West "D" Redevelopment, North 24th Street and West North Avenue, Milwaukee, Wisconsin"* was completed by The Sigma Group and dated August 12, 2012, on behalf of the St. Ann Center prior to acquisition of the property from the RACM on October 6, 2014.

The Phase I ESA was completed by Randy E. Boness, P.G., Qualified Environmental Professional. The firm and firms conducting work documented in the Phase I ESA were qualified, professional engineering firms that were selected to perform the work based on their relevant experience and credentials.

iv. ***Post-Acquisition Uses***: The Site was vacant prior to St. Ann Center taking ownership. Initial construction of the Bucyrus Campus facility was completed in 2015 and select areas are open for operations.

v. ***Continuing Obligations***: The St. Ann Center has exercised appropriate care with respect to contamination at the Site by performing assessment and remedial activities. Site access is currently restricted by the presence of a fence around the entire Property. Additionally, staff is present at the facility daily and further restricts entry to contaminated areas. As such, the St. Ann Center is taking reasonable steps to stop any continuous releases (not applicable), prevent any threatened future release and prevent and limit exposure to any previously released hazardous substances. St. Ann Center confirms its commitment to comply with all land use restrictions and engineering controls; assist and cooperate with those performing the cleanup and provide access to the Property; comply with all information requests and administrative subpoenas that have or may be issued in connection with the property and provide all legally required notices.

i. **Petroleum Sites**: Not Applicable

4. **Cleanup Authority and Oversight Structure:**

a. The Site has been entered into the WDNR Bureau of Remediation and Redevelopment Tracking System (BRRTS) and been assigned # 02-41-56425 and DNR FID #341265210 and will be managed under Case Manager Mark Drews, mark.drews@wisconsin.gov. The Site will be managed under the same case manager to remediate the Site to NR 700 Wisconsin Administrative Code rule series non-industrial standards.

b. The Site is surrounded by other portions of the St. Ann Center for Intergenerational Care - Bucyrus Campus property and City streets. As such, access will not be an issue. Site contamination does not appear to extend off the Property. As such, confirmation sampling should not be an issue.

5. **Cost Share:**

a. **Statutory Cost Share:** The St. Ann Center currently plans to meet the cost share component of a minimum of $40,000 from private grant donation funds. Other sources may be utilized

including private and public funds as available. Over its 30 plus year history, St. Ann Center has always fulfilled matching fund guidelines by the required deadlines.

b. The St. Ann Center is not requesting a hardship waiver.

6. **Community Notification:** A public notice describing the application and inviting public review and comment and a public meeting was issued on December 4, 2015. Platforms for public comment were provided in a public meeting on December 17, 2015, whose purpose was to present and discuss the U.S. EPA Grant applications. See Attachment E for community notification documentation including a copy of the advertisement. The summary of comments received, response to comments and meeting notes from the public meeting along with the draft Analysis of Brownfield Cleanup alternatives (ABCA) are provided in Attachment F.

Attachment B

Letter from the State

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

December 3, 2015

Sr. Edna Lonergran, OSF
President
St. Ann Center for Intergenerational Care
2801 Morgan Ave.
Milwaukee, WI 53207

Subject: State Acknowledgement Letter for St. Ann Center for Intergenerational Care's grant application for a $200,000 U.S. EPA Brownfields Cleanup Grant for Hazardous Substances at the Bucyrus Campus East Release Site

Dear Sr. Lonergran:

The Wisconsin Department of Natural Resources (DNR) acknowledges and supports the application of St. Ann Center for Intergenerational Care for U.S. Environmental Protection Agency Brownfield Grant funds identified above.

The Wisconsin DNR is fully committed to a collaborative partnership with the St. Ann Center for Intergenerational Care and will support your brownfield assessment and remediation efforts in many ways, including:

- The Wisconsin DNR can identify key state and federal contacts for your specific project and coordinate Green Team meetings with these individuals, in your community, to answer questions and discuss local plans, options and best practices.
- The Wisconsin DNR can assist you in identifying and obtaining additional financial assistance from state-managed grant and loan programs.

Obtaining EPA funding for this grant application is consistent with community needs, vital to the local economy and will help bring needed improvements to the quality of life for residents. Federal funding will also help initiate cleanup activities, create jobs and leverage local investments in brownfield redevelopment.

Sincerely,

Darsi Foss

Darsi Foss, Director
Bureau for Remediation and Redevelopment
Wisconsin Department of Natural Resources

Copy: Margaret Brunette – DNR SER

Attachment C

Letters of Support

Community Based Organizations

Milwaukee Area
WORKFORCE
INVESTMENT BOARD, INC.

December 17, 2015

Sr. Edna Lonergan, President
St. Ann Center for Intergenerational Care
2801 Morgan Ave.
Milwaukee, WI 53207

RE: Support for Applications by St. Ann Center for Intergenerational Care to the U.S. EPA for Brownfields Cleanup Grants for Hazardous Substances, Bucyrus Campus (East and West Release Sites), 2450 W. North Avenue, Milwaukee, Wisconsin

Dear Sr. Lonergan,

We are pleased to provide this letter of support to St. Ann Center for your applications for U.S. EPA Brownfields Cleanup funding to be used to complete environmental cleanup as part of your Bucyrus Campus development.

The Milwaukee Area Workforce Investment Board (MAWIB) is a 501(c) 3, non-profit organization which also is the workforce development board (WDB) for Milwaukee County. As the WDB for Milwaukee County we are responsible for planning, coordinating and providing oversight for Department of Labor workforce programs and services that target youth, adult and dislocated workers. MAWIB is committed to supporting Milwaukee county residents in their search for economic self-sufficiency and supporting local businesses by collaborating with them to create a talent pipeline for a knowledge-based economy. MAWIB manages a sector-focused education, training and employment system that involve local educators, prospective training operators, area employers, job seekers and employees.

With our office located the block directly west of the St. Ann Center Bucyrus Campus, we appreciate the exceptional need for employment opportunities in this neighborhood, as well as significant improvement this project represents in transforming a vacant two-block brownfield site into a major employment center as well as a facility that provides an array of services to improve the lives of neighborhood residents. Our collaborations with St. Ann Center began earlier this year, when on June 26th we hosted a job fair at our offices for the more than 200 positions to be filled at the Bucyrus Campus. As reported in the Milwaukee Times Weekly (http://issuu.com/miltimesnews/docs/miltimes_7-2-15_issue/3?e=8888985/13893244), more than 800 job seekers arrived within the first 1-1/2 hours of the events, and another 536 resumes were emailed before the event began. All job seekers that showed up were interviewed. We are currently assisting St. Ann Center with job training programs for workers who are being hired.

We plan is to continue to support St. Ann Center with both worker recruitment and training associated with the approximately 100 positions to be filled as part of Phase II of the Bucyrus Campus development.

Sincerely,

Earl Buford

Earl Buford
President & CEO

2338 N. 27th Street Milwaukee, WI 53210 Tel.: 414.270.1700 Fax: 414.225.2375 www.milwaukeewib.org

St. Matthew Christian Methodist Episcopal Church

Reverend Richard D. Shaw, Sr., Pastor
2944 North Ninth Street • Milwaukee, Wisconsin 53206
Church: (414) 562-7580

Sr. Edna Lonergan
St. Ann Center for Intergenerational Care
2801 Morgan Ave.
Milwaukee, WI 53207

RE: St. Ann Center Applications for EPA Brownfields Cleanup Grants, Bucyrus Campus (East and West Sites), 2450 W. North Avenue, Milwaukee, WI

Dear Sister Edna:

I am writing this letter in support of St. Ann Center's efforts to continue environmental cleanup, redevelopment, and transformation of the Bucyrus Center property. The Center is a tremendous addition to our community, with programs and a facility that directly benefit our parishioners, a majority of whom live in neighborhoods served by the Center.

We are committed to partnering with St. Ann Center on Phase II of the Bucyrus Campus Development. I am personally serving on the recently formed Bucyrus campus community board for the St. Ann Center, which was established to help guide St. Ann Center as additional programs are established so that the needs of the community are met in a culturally sensitive manner.

Sincerely,

St. Matthew Christian Methodist Episcopal Church

Rev. Richard D. Shaw
2944 N. 9th Street, Milwaukee Wisconsin 53206
414-562-7580

http://stmatthewcme.org/index.html

NORTH AVENUE
FOND DU LAC
MARKETPLACE BID 32
Advancing Economic and Environmental Innovations

Sr. Edna Lonergan
President
St. Ann Center for Intergenerational Care
2801 Morgan Ave.
Milwaukee, WI 53207

Re: Support for Applications by St. Ann Center for Intergenerational Care to the EPA for Brownfields Cleanup Grants, Bucyrus Campus, 2450 W. North Avenue, Milwaukee, Wisconsin

Dear Sr. Lonergan:

It is with extreme pleasure and enthusiasm to offer this letter of support for your applications to the EPA for brownfields cleanup funding. Following is information on our organization as well as our continuing and expanding partnership with St. Ann Center.

Established in 2004, the North Avenue/Fond du Lac Marketplace Business Improvement District (http://www.marketplacebizdev.org/) also known as "Marketplace BID 32," was created to advance the economic and environmental goals of local businesses, entrepreneurs and community organizations in the BID 32 service area. The BID's boundaries are North Avenue from 8th to 27th Street and Fond du Lac Avenue from 17th to 27th Streets. The St. Ann Center Bucyrus Campus is located near the west end of the BID 32 boundaries.

Marketplace BID 32 was one of the first BIDs in the country to focus its mission on how our built environments (including the land it is on) affect businesses, the business owners/staffs, and businesses practices. The Marketplace BID works to reduce environmental waste through healthy business and healthy living projects with environmentally centered goals that include waste remediation, recycling programs and energy and water conservation projects with the businesses in the community.

Since first learning in 2012 of plans by St. Ann Center to develop the Bucyrus Campus, we have worked to help make this project become a reality, as well as to build a strong relationship with St. Ann Center – recognizing the powerful impact it could have on our efforts to advance both economic and environmental goals. Two representatives from St. Ann Center are now serving on our Board of Directors. Earlier this year, we hosted a charrette focused on six vacant, abandoned, or blighted properties (some brownfields), with a diverse group of stakeholders working to come up with a general development plan for the area. The charrette was paired with a Start-UP/Scale-Up Business Plan Competition offering a variety of financial and technical assistance to both a finalist and other runners up. We are committed to expanding our partnership with St. Ann Center.

Our work will continue, in working with St. Ann Center to complete Phase II of their development, and to collaborate on efforts to revitalize the neighborhood. We will continue to host events and provide financial and technical support to both established and start-up businesses

Sincerely,

Jacqueline Ward
Executive Director, North Avenue Marketplace BID
2347 W. Fond du Lac Avenue, Milwaukee, WI 53208
Phone: 414-265-2242
Email: jward@marketplacebizdev.org

BLESSED
DELIVERANCE
Missionary Baptist Church

2215 NORTH 23RD STREET
MILWAUKEE, WISCONSIN 53205

Rev. James A. Phillips, Pastor
Dea. Gregory Spicer, Deacon Ministry Chairperson
Sis. Mornae Smith, Church Secretary

December 14, 2015

Sister Edna Lonergan
St. Ann Center for Intergenerational Care
2801 Morgan Avenue
Milwaukee, Wisconsin 53207

Dear Sister:

Regarding: EPA Brownfields Cleanup Grant Applications – Letter of Support
St. Ann Center for Intergenerational Care - Bucyrus Campus
2450 West North Avenue, Milwaukee, Wisconsin

The opening of Phase I of the St. Ann Center Bucyrus Campus earlier this year has been an incredible addition to our community. As our church is located only one block south of the St. Ann Center, the services currently provided by the Center, as well as the additional services and amenities that result from Phase II of the development, will directly benefit many of our parishioners. Like St. Ann Center, our church is located within the boundaries of land cleared for the Park West Freeway project, which left a nearly 3-mile long path of devastation through the heart of Milwaukee's African American neighborhoods. The wound associated with that failed project has taken decades to heal, and the opening of St. Ann Center represents a significant milestone in the continuing transformation of this area.

We are committed to partnering with St. Ann Center on Phase II of the Bucyrus Campus Development. I am personally serving on the committee guiding development of the bandshell and outdoor performance center to be constructed in the northwest corner of the property. Environmental cleanup still needs to be completed in the area of the bandshell and securing EPA funding would be a tremendous step in moving this component of Phase II forward. Our committee is tasked with organizing events at the St. Ann Center that promote peace and non-violence. These include music performances and poetry readings (the "Spoken Word" program) which are currently being held in the atrium of the Center. The bandshell will provide an extraordinary outdoor performance space that will host these events during the Spring through Fall seasons, and which will also be used for outdoor worship services. These programs directly support the mission of our church and we are committed to working with the St. Ann Center so that the Bucyrus Campus will have the greatest positive economic, social, and spiritual impact on our community.

Sincerely,

Rev. Tony Phillips
Pastor

Office: 414-344-9645 • Fax: 414-344-9646 • Website: www.blesseddeliverancembc.com

Dominican Center for Women, Inc.

2470 W. Locust St., Milwaukee, WI 53206-1134

www.dominican-center.org

Patricia Rogers, OP, Executive Director

Sr. Edna Lonergan
President
St. Ann Center for Intergenerational Care
2801 Morgan Ave.
Milwaukee, WI 53207

RE: Support for Applications by St. Ann Center for Intergenerational Care to the U.S. EPA for Brownfields Cleanup Grants for Hazardous Substances, Bucyrus Campus (East and West Release Sites), 2450 W. North Avenue, Milwaukee, Wisconsin

Dear Sr. Lonergan:

As you are aware, the Dominican Center for Women, Inc. (DCW) partners with the community to maintain and enhance beautiful, stable, healthy and safe neighborhoods and support the efforts of community-minded residents striving to be meaningfully educated and employed. Our focus since being founded in 1995 has been the Amani neighborhood of Milwaukee, within which the Bucyrus Campus is located.

In 2012, the Dominican Center was designated the lead community anchor for the Building Neighborhood Capacity Program (BNCP). BNCP is part of the White House Neighborhood Revitalization Initiative to 1) address poverty and the underlying critical and interlocking issues of education, employment, housing, health and safety in distressed neighborhoods; and 2) design and implement a resident led revitalization plan. DCW programs have expanded beyond basic skills, to include GED preparation, financial literacy, home repairs, health and safety. We recognize that the programs offered by St. Ann's Center, as well as the focus on employing and empowering residents in the neighborhood is perfectly matched with DCW's efforts to serve as a platform for Amani residents working together to solve problems affecting their neighborhood's well-being.

Programs and facilities offered by the Bucyrus Center will support many of the priorities and concerns identified in the Neighborhood Plan completed in 2009, for which DCW is serving as the lead partner organization. The plan identified four desired outcomes:

1. Building a strong sense of community between older adults and community-based organizations.

2. Creating a feeling of safety and community-ownership among older adults, including having a voice with agencies, public officials, and the greater community.

Telephone: 414-444-9930 Fax: 414-444-4041

Dominican Center for Women, Inc.

2470 W. Locust St., Milwaukee, WI 53206-1134

www.dominican-center.org

Patricia Rogers, OP, Executive Director

3. Developing stronger intergenerational connections between older and younger generations in the community.

4. Creating a clean, safe, and well-maintained neighborhood and homes.

The array of services to be offered by the Bucyrus Campus for older adults as well as the exceptional community gathering spaces will greatly support achieving the first and second outcomes. The intergenerational care model pioneered by St. Ann Center served as an inspiration for the third outcome, and the development of the Bucyrus Campus within our neighborhood provides an extraordinary asset for achieving this outcome. The elimination of a brownfield site covering two city blocks that has been vacant (and a blight on our neighborhood for nearly 50 years) is an extraordinary step forward in achieving the fourth outcome.

With the plans to eventually hire up to 200 residents from the neighborhood to work in the Bucyrus Campus, the project has already provided support for DCW's mission to serve women who are homeless or in other vulnerable situations. We are grateful for St. Ann Center having already hired around a dozen of our referrals, as well as providing on-site child care at no cost to those who need it.

We are committed to partnering with St. Ann's on providing jobs and opportunities for neighborhood residents, and families, we serve.

Sincerely,

s/Patricia Rogers, OP

Sister Patricia Rogers, OP
Dominican Center for Women
Executive Director
2470 W. Locust St., Milwaukee, WI, 53206
Phone: 414-444-9930
progersop@prodigy.net

FEEDING AMERICA
Eastern Wisconsin

December 16, 2015

Sister Edna Lonergan
President
St. Ann Center for Intergenerational Care
2801 Morgan Ave.
Milwaukee, WI 53207

RE: Applications EPA for Brownfield Cleanup Grants
St. Ann Center for Intergenerational Care to the Bucyrus Campus
2450 W. North Avenue, Milwaukee, Wisconsin 53205

Dear Sister Lonergan:

Thank you for the opportunity to offer our letter in support of your application for EPA cleanup funding. Feeding America Eastern Wisconsin (http://feedingamericawi.org/) is part of the national Feeding America network, the nation's largest domestic hunger relief organization. There are several Feeding America member food banks in Wisconsin serving different areas of the state. Feeding America Eastern Wisconsin is the state's largest food bank, working with a network of hunger relief partners to distribute more than 18.3 million meals annually in 36 eastern Wisconsin counties. Feeding America Eastern Wisconsin has food bank warehouses in Milwaukee and the Fox Valley. Those charitable organizations distribute the food they obtain from Feeding America Eastern Wisconsin to more than 377,000 people in Wisconsin. Of those, 124,000 are kids, 41,000 are seniors and 57% come from households who have someone who worked for pay in the last year.

Our partnership with the St. Ann Center seeks to provide a resource for the families of many Headstart and early Headstart children that are in need of safe and nutritious food that supports their early development. We also seek to arrange a similar connection for the adults at their monthly staffing's to address food insecurity and nutrition needs of the adult participants.

We appreciate the opportunity to partner and know that together we can solve hunger.

Sincerely,

Charles McLimans
President/CEO

LRC
Strategic Urban Lending

Board of Directors
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Mandel Group, Inc. (retired)

Troy L. Reese
T. L. Reese Construction

Rev. Louis E. Sibley, III
Mount Zion Missionary Baptist Church

Sally R. Peltz, Ex Officio
LRC, Founder & CEO

December 14, 2015

Edna Lonergan
President
St. Ann Center
2801 Morgan Ave.
Milwaukee, WI 53207

Re: Applications for EPA Brownfields Cleanup Grants
St. Ann Center for Intergenerational Care - Bucyrus Campus (East and West Release Sites) at 2450 W. North Avenue, Milwaukee, WI

Dear Sr. Lonergan:

We are pleased to offer this letter of support for your applications to the United States Environmental Protection Agency cleanup funding. As requested, this letter provides some background information on our organization, our involvement and support of your project to date, and our commitment to continuing involvement as the project progresses through Phase II and beyond.

Legacy Redevelopment Corporation (LRC) provides strategic lending solutions for Milwaukee's underserved markets. Since originating our first loan in 2003, we are the only U.S. Treasury-certified Community Development Financial Institution (CDFI) with a focus on housing and commercial real estate in Milwaukee's central city. We are a nonprofit and our mission is to provide strategic lending solutions and ongoing support to Milwaukee's small businesses and nonprofit organizations to foster financial independence, sustain growth and revitalize communities. By stimulating economic development in underserved areas of Milwaukee, our organization energizes neighborhoods and helps to build stronger communities.

In addition to innovative lending products, we provide customized technical assistance, at no cost, to businesses throughout the City of Milwaukee. We offer guidance on business plan development, advice on basic accounting and record-keeping systems, and can also serve as a resource for license or permit applications, government and corporate procurement processes, legal needs, company staffing and other areas

U.S. DEPARTMENT OF THE TREASURY
CERTIFIED CDFI
CDFI FUND
Financial Institutions Fostering Community Growth

that are vital to the bottom line of small businesses.

For real estate projects, we provide assistance with assessing the financial feasibility of housing or commercial development projects, including cash flow projections, asset management and identifying additional financing from public and private sources. We also work with clients to perform with site reviews, such as environmental assessments, pre-condition surveys for rehabilitation and evaluation of the location of projects. Finally, we also provide assistance with construction management concerns, which may include ensuring construction standards and understanding building codes and restrictions.

We will continue to support St. Ann Center in its ongoing efforts to serve as a catalyst for continuing revitalization of the neighborhood. Although many projects have been labeled "catalytic," there are few with the potential to have such a significant impact on a neighborhood with such profound economic and social challenges. We have met with two organizations, based on referrals from St. Ann Center, that are planning developments on the block immediately south of the St. Ann Center development, and we anticipate working with these and other businesses while Phase II of the project is underway.

Sincerely,

Sally R. Peltz
Founder & CEO

HMS Program

Phone: 414-803-1488
Email: ewselectric1@gmail.com

P.O. Box 16469
Milwaukee, Wisconsin 53216

A Division of EWS Inc.

Sr. Edna Lonergan
St. Ann Center for Intergenerational Care
2801 Morgan Ave.
Milwaukee, WI 53207

RE: Support for Applications by St. Ann Center for Intergenerational Care to the EPA for Brownfields Cleanup Grants, Bucyrus Campus, 2450 W. North Avenue, Milwaukee, Wisconsin

Dear Sr. Lonergan:

I am pleased to provide this letter of support for St. Ann Center's application to the EPA for funding to complete environmental cleanup in Phase II project areas at the Bucyrus Campus. Per your request, following is background information on my organization, as well as a description of our partnership.

One Hope Made Strong (OHMS; http://www.ohmsprogram.org/) is a non-profit organization designed to provide young men and women in Milwaukee's inner city with the tools they need to gain meaningful employment in the trade industries. In September 2013, I began teaching a nine module, 24-week survey course for skilled construction trades (electricity, blueprint reading, plumbing, welding, building construction, masonry, general drafting, carpentry and HVAC [heating, ventilation and air conditioning]). The response was overwhelming, with over 400 students participating in the first two months of the program. By November 2013 over 1,000 people had applied to enter the free program. The goal of the program has been to provide disadvantaged and unemployed or underemployed youths with access to family supporting jobs. As good work habits are essential to keeping a job, the program replicates a workplace environment by insisting on promptness and regular attendance. Attendance by participants is verified by review of photo IDs at every class, and only one excused absence is permitted.

Our partnership with St. Ann Center for Phase II of the Bucyrus Campus development will provide employment for approximately 50 unemployed tradesmen/apprentices from the neighborhood who are graduates of the OHMS program. These workers will complete the build out of 35,000-square feet of interior space to be performed as part of Phase II. With encouragement from St. Ann Center, we are in the process of purchasing a property located across the street from St. Ann Center where we will be constructing a trade school to serve as a permanent home for our program. St. Ann Center staff are assisting OHMS in the process of obtaining certification as a 501(c)3 organization, which is an essential step in positioning us to raise funds for our project. St. Ann Center has served as a catalyst for our project, and the location adjacent to the Bucyrus Center makes sense given that both of our organizations have placed a significant focus on helping disadvantaged residents to secure permanent employment.

Sincerely,

ONE HOPE MADE STRONG

Ezzard C. White
Founder/Executive Director
2934 N. 36th Street, Milwaukee, WI 53210
Phone: 414-803-1488

Parklawn
Assembly of God

Sister Edna Lonergan, President
St. Ann Center for Intergenerational Care
2801 Morgan Ave.
Milwaukee, WI 53207

RE: Support for Applications for EPA Brownfields Cleanup Grants
St. Ann Center Bucyrus Campus – East and West Contamination Areas
2450 West North Avenue, Milwaukee, Wisconsin

Dear Sister Lonergan,

I am pleased to offer this letter of support for St. Ann Center's efforts to secure funding from EPA to complete environmental cleanup at the Bucyrus Campus. We are excited to be a partner in this project.

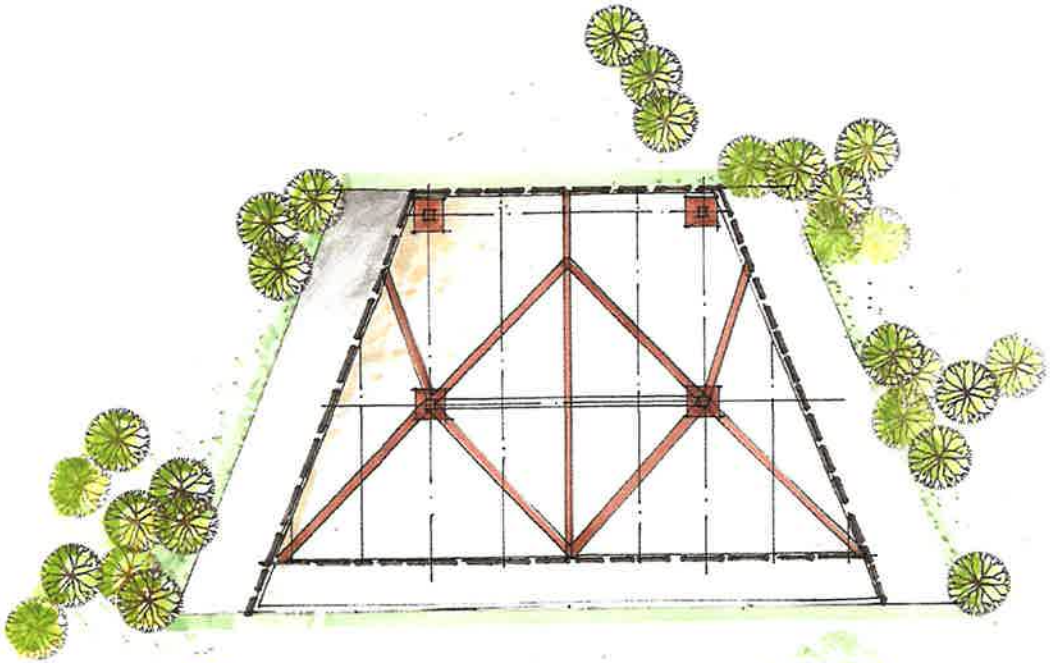
In 2009, the Parklawn Assembly of God (Parklawn) celebrated its 100th year in Milwaukee. Our first church was located only a mile to the east of the Center. Although the Parklawn congregation did not receive its first African-American member until December 1974, our parish from its beginning has been committed to serving impoverished areas of the City of Milwaukee, feeding the poor, ministering to those in prison, and helping the sick. The continuing changes in Milwaukee have been reflected in our church, including our purchase in the early 1990s of the former Beth El Synagogue in the Sherman Park neighborhood of Milwaukee, where we completed a multi-million dollar renovation and expansion in 2008 and have become one of the fastest growing churches in Wisconsin.

Our partnership with St. Ann Center presents an opportunity to minister to the needs of residents in our historic neighborhood. We have participated in planning for the bandshell as well as committed to raising up to $250,000 in funding to pay for its construction. The 500-seat bandshell will be located in the northwest corner of the property in one of the areas targeted for environmental cleanup using EPA funding. We have also committed to helping to maintain the bandshell as well as to organize the music, theatre, poetry, and other events that will be held in the bandshell.

Sincerely,

Bishop Walter F. Harvey
Senior Pastor
Parklawn Assembly of God

3725 North Sherman Boulevard | Milwaukee, Wisconsin 53216
P: 414-442-7411 | F: 414-442-2261



MILWAUKEE WATER COMMONS

Sr. Edna Lonergan
President
St. Ann Center for Intergenerational Care
2801 Morgan Ave.
Milwaukee, WI 53207

Re: Support for Applications by St. Ann Center for Intergenerational Care to the U.S. EPA for Brownfields Cleanup Grants for Hazardous Substances, Bucyrus Campus (East and West Release Sites), 2450 W. North Avenue, Milwaukee, Wisconsin

Dear Sr. Lonergan:

We were very excited to learn of your project earlier this year, and in particular, the plans to construct a swimming pool as part of Phase II of your project. Per your request, we are providing a letter of support for your grant applications, and including both background information on our organization, and details on collaboration on Phase II of your remarkable project.

Milwaukee Water Commons (http://www.milwaukeewatercommons.org/) is a grass roots organization formed in 2013 to make certain the public has a seat at the table when water policy issues are addressed. Our organization was formed in part as a response to recent efforts by the City of Milwaukee, and a wide-range of stakeholders, to transform Milwaukee into a global center for water related research, technology, and business. While this greater water initiative has resulted in significant successes, there has been increasing recognition that for Milwaukee to truly be a global "water city," the water initiatives needed to expand to include participation by a much greater cross section of Milwaukee residents, in particular, those from communities of color.

Over the past year, over 250 leaders from faith, urban food, youth, architecture/design, public health and arts communities, as well as traditional environmental organizations, have participated in three visioning and planning sessions and 14 working groups. We set our sights on greater community involvement while continuing to tap the deep expertise of established leaders. By inviting everyday Milwaukeeans to envision a better water future and participate in substantive planning, we believed we would surface fresh ideas, broaden the scope of focus and activate new collaborations among an unusually wide range of organizations, sectors and community members. This "commons" approach, where everyone contributes, is our foundation for creating real change and growing the momentum for a vibrant water future in Milwaukee.

During October, we conducted an on-line vote to which more than 750 ballots were cast and more than 100 comments received. In the coming months we will be working with community members to

catalyze a Water City agenda based on what you told us. The four water initiatives that received the highest number of votes and which will be the initial focus of the water city agenda include:

1. Restoring our three rivers (Milwaukee, Menomonee, and Kinnickinnic) and their tributaries so that they are naturalized and meet or exceed water quality standards.
2. Having every child receive a water education and increased access to water fun. This means our kids know how to swim; how to get to rivers, pools and the lake; and engage in water-based curriculum across multiple disciplines and throughout the duration of their schooling.
3. Having the City prioritize green infrastructure and require new construction to include more green roofs, rain gardens, water capture and reclamation systems, and other forms of water conservation.
4. As a city, fostering technology and the development of jobs focused on water protection and conservation, positioning Milwaukee as a recognized leader in stewardship technology.

Redevelopment of the property, and the transformation of the site from an area serviced by the combined sewer system to one that (with the completion of Phase II) will manage all stormwater on-site using green stormwater infrastructure is a major achievement towards the third initiative, in particular, given the significant size of the property covering two full city blocks. Construction of the pool in conjunction with a swimming program targeting residents in the neighborhood will be a significant step in support of our second initiative.

We are committed to partnering with St. Ann Center in working to develop a variety of swimming programs that will maximize the extent to which the pool serves as a resource for achieving our second initiative.

Sincerely,

Milwaukee Water Commons

Ann Brummitt
Co-Director
1845 North Farwell Avenue, Suite 100
Milwaukee, WI 53202
Phone: 414-763-6199

WALNUT WAY
CONSERVATION CORP.

WALNUT WAY CONSERVATION CORP.
2240 N. 17th Street
Milwaukee, WI 53205
(414) 264-2326
www.walnutway.org

December 11, 2015

Sr. Edna Lonergan
St. Ann Center for Intergenerational Care
2801 Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna:

Re: Support for Applications for U.S. EPA for Brownfields Cleanup Grants
St. Ann Center – Bucyrus Campus (East and West Release Sites)
2450 W. North Avenue, Milwaukee, Wisconsin

We are pleased to offer our support for your continuing efforts to transform the two-block area now occupied by the Bucyrus Campus. As requested, this letter provides some background information on our organization, as well as details on our past and planned future collaborations on your project.

Background Information

Walnut Way Conservation Corp. (Walnut Way) is a grass roots 501(c)3 nonprofit neighborhood organization founded by residents in 2000. Our offices are located at 2240 North 17th Street in a carefully renovated, formally infamous drug house. Understanding the importance of valuing place, neighborhood residents restored this 100-year old house slated for demolition, into an activity center where youth, families, elders, homeowners and renters can participate in community development.

Walnut's Way grew out of an initial effort by one resident to save a house slated for demolition. With over 3,000 homes intentionally destroyed in the area of Milwaukee during the 1960s-70s in preparation for the planned (but never built) Park West Freeway project, this is a neighborhood that can ill afford loss of the remaining housing stock. The Bucyrus Campus is remarkable in healing a two-block section of scarred land left vacant for nearly 50 years by this ill-fated freeway project.

Since the initial project that saved a single home, 65 new homes have been constructed and occupied and construction is planned for 54 more new homes, and a significant number of other homes have been restored. The gun fire, drug trafficking and prostitution have virtually disappeared. High production urban gardens are being cultivated annually, and a small tree nursery has been planted. People enjoy their neighborhood, meet and greet on the street – even at night – and work and play together, and watch out for one another!

We are in the process of completing our most significant project to date – the Innovations and Wellness Commons which opened earlier this year in a boarded-up landmark former tavern building at 1617 W. North Avenue (nine blocks east of St. Ann Center). The project will create a hub for economic

WALNUT WAY
CONSERVATION CORP.

WALNUT WAY CONSERVATION CORP.
2240 N. 17th Street
Milwaukee, WI 53205
(414) 264-2326
www.walnutway.org

development, healthy food, wellness services, education, and training programs. The $6 million project will add 15,000 sq. ft. of mixed-use retail and commercial buildings, create more than 45 jobs, replace a food desert with a thriving food oasis churning with new economic activity, and create an integrated wellness service center focused on physical, mental, emotional, and economic well-being.

Our focus area has grown from an initial 30 block area to the 110 block Lindsay Heights neighborhood, which includes over 2,700 families, and which directly borders the Amani neighborhood where the Bucyrus Campus is located. Walnut Way residents and volunteers have five years of successful experience in urban-ecology-based initiatives, including nearly eliminating drug and prostitution activity in the neighborhood; creating and managing multiple, high-production community gardens; conducting successful, profitable sales of garden produce, on-going gardening and nutrition education programs for youth and adults; launching a storm-water education program; installing rain gardens, rain barrels and other strategies to manage storm-water runoff at the neighborhood level; establishing a small shade-tree nursery to expand the urban tree canopy; and converting a former drug house/murder site into a prime turn-of-the-19th century restoration which will serve as a neighborhood gathering spot for educational as well as social purposes. An affiliate, Blue Skies Landscaping was created in 2014 for the purpose of training and providing employment for neighborhood residents in sustainable landscaping and green construction.

Summary of Past and Future Participation in St. Ann Center Project

During of Phase I of the Bucyrus Campus development, our employment and training program (Blue Skies Landscaping) provided landscaping services. We will support Phase II of the project in providing landscaping services for the areas to be remediated using U.S. EPA funding. We will also perform planting and maintenance of fruit trees to be part of the orchard planned for the east remediation site. The planned orchard will benefit from the experience gained by Walnut Way during development of our orchard, which is now supplying some produce to the Outpost Food coop located in the Innovations and Wellness Commons.

Regards,

WALNUT WAY CONSERVATION CORP.

Sharon Adams

Sharon Adams
Director of Programs
1836 W. Fond Du Lac Avenue, Milwaukee, WI 53205
Phone: 414-264-2326
http://www.walnutway.org/

Government Agency - City of Milwaukee

City of Milwaukee

Department of City Development
City Plan Commission
Redevelopment Authority of the City of Milwaukee
Neighborhood Improvement Development Corporation

Rocky Marcoux
Commissioner
rmarco@milwaukee.gov

Martha L. Brown
Deputy Commissioner
mbrown@milwaukee.gov

December 16, 2015

Sr. Edna Lonergan, President
St. Ann Center for Intergenerational Care
2801 E. Morgan Ave.
Milwaukee, WI 53207

Dear Sr. Lonergan:

RE: Support for Applications by St. Ann Center for Intergenerational Care to the U. S. EPA for Brownfields Cleanup Grants for Hazardous Substances, Bucyrus Campus (East and West Release Sites), 2450 West North Avenue, Milwaukee, WI

We are pleased to provide this letter of support to St. Ann Center for Intergenerational Care. We fully support your agency's applications for U. S. EPA Brownfields Cleanup funding to be used to complete environmental cleanup as part of your Bucyrus Campus development.

The mission of the City of Milwaukee's Department of City Development (DCD) is to improve the quality of life in Milwaukee by guiding and promoting developments that create jobs, build wealth and strengthen the urban environment, while respecting equity, economy and ecology. This is accomplished through creating opportunities for residents and promoting an atmosphere where jobs can be created, neighborhoods can flourish, and families can realize their dreams.

We are proud to have partnered with you on St. Ann Center to ensure and stimulate economic growth and activity in the underserved area in which the Bucyrus Campus is located. DCD has provided assistance in the selection of the project site, negotiation of the property sale at a reduced price of $1, and enactment of appropriate changes in the zoning in order to bring the project to fruition.

Our partnership has reactivated a previously vacant and blighted parcel of property, transforming it into a site that fosters and supports business development, community and environmental health, and stimulates investment and job creation. We will continue to partner and, together, create a healthy, safe, and sustainable neighborhood for families and generations to come. If I can be of further assistance, please don't hesitate to contact me at (414) 286-5800.

Sincerely,

Rocky Marcoux
Commissioner

Attachment D

Documentation Indicating Leveraged Funds Committed to the Project

Capital Grants Record

Foundation	Received	Awarded
WE Energies	$25,000	7/2/2012
Herbert H. Kohl Charities	$5,000	8/22/2012
M & I Bank	$250,000	10/24/2012
Puelicher	$5,000	12/26/2012
CT Charitable Fund	$10,000	12/26/2012
Capuchin Franciscan	$1,000	2/28/2013
Bucyrus	$1,000,000	5/21/2013
Jane Bradley Pettit	$200,000	5/31/2013
Herd-Barber Charitable Trust	$5,000	6/3/2013
Fleck	$50,000	6/24/2013
Baird	$50,000	7/24/2013
Evan & Marion Helfaer	$100,000	8/12/2013
Schaus Family Fund	$25,000	9/11/2013
Frieda & William Hunt Memorial Trust	$15,000	10/9/2013
Peck Foundation	$1,000	11/8/2013
Northwestern Mutual Life	$250,000	11/9/2013
Peck	$5,000	11/12/2013
The Lynde and Harry Bradley	$170,000	11/18/2013
Luedke-Smith Fund	$75,000	11/21/2013
Anon CHAR TR	$100,000	11/22/2013
Greater Milwaukee	$100,000	12/13/2013
The Thompson	$7,000	12/19/2013
Richard and Ethel Herzfeld	$100,000	12/19/2013
A.O. Smith	$10,000	12/19/2013
The Gustav and Gladys Kindt	$5,000	12/20/2013
Dalum Family	$50,000	12/18/2013
Waterstone Bank	$10,000	12/27/2013
Charter Manufacturing Corporation	$25,000	1/2/2014
Camille A. Lonstorf Charitable Trust	$2,000	1/8/2014
Stackner Family	$100,000	1/28/2014
F. Thomas Ament Fund	$50,000	2/11/2014
Bert L. & Patricia Steigleder Charitable Trust	$20,000	3/5/2014
Ralph Evinrude	$50,000	3/5/2014
Herd-Barber Charitable Trust	$5,000	4/17/2015
Department of Health Services	$90,131	4/28/2014
Helen Bader	$200,000	5/6/2014
Jim and Susan Neuberger Foundation	$1,000	5/19/2014
Harry & Jeanette Weinberg Family	$1,500,000	5/19/2014
Mary Martha & Emmett J. Doerr Charitable Trust	$7,500	6/12/2014

Zilber Family	$500,000	7/29/2014
Frank L. Weyenberg Charitable Trust	$25,000	8/4/2014
Anon CHAR TR	$100,000	8/26/2014
Elizabeth Elser Doolittle Charitable Trust	$25,000	11/3/2014
Associated Bank	$2,500	11/19/2014
Ralph Evinrude	$25,000	12/8/2014
Usinger's	$250	12/12/2014
Pieper Power Corporate	$500	12/12/2014
The Gustav and Gladys Kindt	$5,000	12/18/2014
Peck Foundation	$3,500	12/22/2014
Tom and Geri Bitters Charitable Fund	$5,000	12/23/2014
Camille A. Lonstorf Charitable Trust	$500	12/31/2014
R.A. Stevens Family Foundation	$20,000	1/2/2015
Park Bank	$1,000	1/7/2015
Stackner	$30,000	1/22/2015
Sensient Technologies	$10,000	3/6/2015
Associated Bank	$10,000	3/6/2015
Frank L. Weyenberg Charitable Trust	$25,000	3/30/2015
The Cara Foundation	$75,000	4/9/2015
Melitta S. and Joan M. Pick Char Tr	$100,000	5/5/2015
Vilter Foundation	$2,250	5/19/2015
Jim and Susan Neuberger Foundation	$1,000	6/15/2015
Brookbank Foundation	$1,000	9/3/2015
Kpomeier Family Fund	$1,000	10/15/2015
Hamacher Fund	$10,000	10/15/2015
Delta Dental Fdn	$200,000	10/15/2015
BMO Harris Foundation	$25,000	10/30/2015
Peck Foundation	$5,000	11/20/2015
Aurora Health Care Foundation	$250,000	12/17/2015
Total	**$6,133,131**	

Operations/Program Grants

MMSD Green Infrastructure	$76,500	9/22/2014
Department of Health Services	$90,131	11/13/2015
Department of Workforce Development	$30,460	11/7/2014
Department of Workforce Development	$166,678	12/16/2014
Total	**$363,769**	

New Markets Tax Credits

New Market Tax Credits	$3,955,829	12/16/2014
Total	**$3,955,829**	

M&I FOUNDATION, INC.

M&I Foundation, Inc.
PO Box 2035
Milwaukee, WI 53201-2035

E | ap

August 10, 2012

Sr. Edna Lonergan
President
St. Ann Center for
Intergenerational Care, Inc.
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sister Edna:

This is to advise you it is presently the intention of the M&I Foundation, Inc. to contribute to the St. Ann Center for Intergenerational Care, Inc. the sum of $250,000 to be paid over a period of two years at the rate of $125,000 per year toward construction of a north side facility. The first installment will be paid upon the start of construction. Please notify us when construction begins.

It is to be understood this letter is a statement of our intent and shall not be construed as legally binding, and that such payments may be increased or cancelled as circumstances warrant.

Sincerely,

Dennis

Dennis J. Kuester
President

Mark

Mark F. Furlong
Director

DJK/dss

Enclosure

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

017873

HERBERT H. KOHL CHARITIES, INC.
825 N. JEFFERSON ST., SUITE 350
MILWAUKEE, WI 53202

US BANK
MILWAUKEE, WI 53202
2-2/750 19

8/22/2012

PAY TO THE ORDER OF Sisters of St. Francis of Assisi $ **5,000.00

Five Thousand and 00/100********** DOLLARS

St. Ann Center for Intergenera
2801 East Morgan Avenue
Milwaukee, WI 53207

HERBERT H. KOHL CHARITIES, INC.
Herb Kohl
AUTHORIZED SIGNATURE

MEMO 22286

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈017873⑈ ⑆075000022⑆ 112469⑈831⑈

HERBERT H. KOHL CHARITIES, INC.
Sisters of St. Francis of Assisi
Contribution

8/22/2012 017873
5,000.00

Capital Campaign

North Side

Marie Lepowski
2020

1-HK Charities Checking 22286

- Ltap
- Reciept
- Letter

5,000.00

Puelicher Foundation, Inc.
770 N. Water St.
Milwaukee, WI
53202

December 19, 2012

Sister Edna Lonergan, OSF, President
Mr. Tim Sullivan
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sister Lonergan and Mr. Sullivan:

I am pleased to enclose a check from the Puelicher Foundation, made payable to St. Ann Center for Intergenerational Care in the amount of $5,000 toward the construction of the new facility in the Central City.

With this check go our best wishes.

James B. Wigdale
President

JBW:ds

Enclosure

CT Charitable Fund

December 26, 2012

Sr. Edna Longran
St. Ann Center for Intergenerational Care
2801 E. Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna,

I am pleased to enclose a check in the amount of $10,000 which is a grant from the CT Charitable Fund, a component fund of the Milwaukee Jewish Federation's Jewish Community Foundation, made at the recommendation of Mr. Harris Turer. These funds may be used for the general purposes of St. Ann's without restrictions.

Both Harris and I were pleased to visit with you and renew our understanding of the great work you are doing for our community. We will be considering possible support for the new project on North Avenue beginning in 2013. In the meantime we hope this grant will help support your important efforts to "repair the world."

Sincerely,

Bert L. Bilsky
Trustee

BLB/mls
Enclosure

Cc: Harris Turer
Les Weil

1360 N. Prospect Avenue, Milwaukee, WI 53202-3094 Phone 414-390-5725 Fax: 414-390-5782

- add to CC. contacts

The Province of St. Joseph of the Capuchin Order
Office of the Provincial Minister

February 28, 2013
Wednesday of the 2nd Week of Lent

Sister Edna Lonergan, OSF, President
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, Wisconsin 53207

Dear Sr. Edna

Peace and all good!

I write to respond to your request for a grant of $10,000 to support the development of an inner-city medical clinic. Our Provincial Council and I considered your request at our meeting on February 26-27 here in Detroit.

Due to limited resources we are unable to fully fund your request. However, we do want to show our support for your efforts as we know from our own ministries in Milwaukee how important it is for people to have access to compassionate, affordable, and culturally appropriate healthcare. Please find enclosed a check in the amount of $1000. We hope that this will help your efforts.

I pray that God in his goodness will continue to bless your ministry.

Yours in Christ,

John Celichowski, OFM Cap.

John Celichowski, OFM Cap.
Provincial Minister

1820 Mt. Elliott Street • Detroit, Michigan 48207-3485 • (313) 579-2100, ext. 103 • Fax (313) 579-2275

BUCYRUS FOUNDATION, INC.

101 W. Pleasant St., Suite 210, Milwaukee, WI 53212 | 414-272-5805

May 21, 2013

Sister Edna Lonergan
President/CEO
St. Ann Center for Intergenerational Care
2801 E Morgan Ave
Milwaukee, WI 53207

Dear Sister Lonergan: Grant #20121330

It is my pleasure to inform you that at their July, 2012 meeting the Bucyrus Foundation Board approved a grant of $1 million to St. Ann Center for Intergenerational Care for construction and initial operating expenses for the north side campus relication project. This grant will cover the period of 09/01/2012 - 08/01/2017 and a payment schedule will be provided with the initial payment letter.

The first payment was scheduled for September, 2012 and will be issued to you when you provide us written notice that you have reached the halfway point of the campaign. Additional information about grant conditions will be provided in that letter.

Best wishes with your campaign and please feel free to contact me if you have any questions.

Sincerely,

Fred Gutierrez
Program Officer

Jane Bradley Pettit Foundation
1200 N. Mayfair Road, Suite 430
Milwaukee, Wisconsin 53226

May 31, 2013

Sister Edna Lonergan
President
St. Ann Center for Intergenerational Care
2801 E Morgan Ave
Milwaukee, WI 53207

Dear Sister Edna,

The Directors of the Jane Bradley Pettit Foundation have reviewed your request and approved a capital grant of $200,000 to your organization to be paid at the following conditions: $50,000 at groundbreaking, $100,000 the following year after groundbreaking and $50,000 the second year after groundbreaking.

Grant recipients may notify the community of the grant through the organization's newsletter or annual report. In your donor listings please refer to this award as a grant from the Jane Bradley Pettit Foundation. The Foundation does not encourage recipients to issue press releases announcing the grant.

Very truly yours,

Francis R. Croak
President

Telephone: (414) 982-2880 Facsimile: (414) 982-2889

Northside Capital Campaign

Receipt letter etap

etap

Letter sent

ANDREW J. FLECKENSTEIN
JANICE W. FLECKENSTEIN
N87W27165 PERENNIAL TERRACE
HARTLAND, WI 53029

2-2566/710

8614

DATE 6-19-13

PAY TO THE ORDER OF St. Aim Center for Interpretation $ 5000.00

Fifty Thousand and 00/100 DOLLARS

Security Features Included Details on Back

BMO Harris Bank
BMO Harris Bank N.A.
Chicago, Illinois

Premier Customer

MEMO Heart

Janice Fleckenstein

⑆071025661⑆ 0008846497⑈ 08614

UNTAMED SPIRIT

FIDELITY Charitable
Make more of a difference

P.O. Box 770001
Cincinnati, OH 45277-0053

ENV 701002963
SISTER EDNA LONERGAN
ST ANN CENTER FOR INTERGENERATIONAL CARE INC
2801 E MORGAN AVE
MILWAUKEE, WI 53207-3771

June 3, 2013

Dear Colleague:

Enclosed is a check in the amount of $5,000.00. This Fidelity Charitable grant is made possible through the generosity and recommendation of the Herd-Barber Charitable Fund, a donor-advised fund.

Designation: Capital Campaign

Grant Terms: No goods, services or more than incidental benefits may be provided in exchange for this grant. This grant may not satisfy a legally enforceable obligation/pledge. This grant may only support purposes deemed by you to be 100% tax deductible.

You may choose to thank the donor, but please do not issue a tax receipt to either Fidelity Charitable or the recommending donor(s) for this grant. The donor received a tax receipt at the time they contributed to Fidelity Charitable. You can send your acknowledgement to the recommending donor(s) named below.

Mr. and Mrs. Barber
5400 W. River Trail
Mequon, WI 53092

M # 060313 1900 701002963

PLEASE FOLD AND DETACH AT PERFORATION BEFORE PRESENTING CHECK FOR PAYMENT

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT — CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM

FIDELITY CHARITABLE GIFT FUND
P.O. Box 770001
Cincinnati, OH 45277-0053
800-952-4438

PAYABLE AT THE BANK OF NEW YORK MELLON
EVERETT, MA 02149
53-292/113

3850928
June 3, 2013

Pay to the Order of: ST ANN CENTER FOR INTERGENERATIONAL CARE INC **$5,000.00**

**********Five Thousand & 0/100 DOLLARS

VOID AFTER 60 DAYS

COPYRAM CAPTURE® ANTI-FRAUD PROTECTION

⑈3850928⑈ ⑆011302920⑆ ⑈001936⑈

BAIRD

James D. Bell
Managing Director
Baird Foundation Director

July 23, 2013

Casey Rozanski, MSW
Capital Campaign Manager
St. Ann Center for Intergenerational Care
2801 E. Morgan Ave.
Milwaukee, WI 53207

Dear Casey,

On behalf of the Baird Foundation, I am pleased to pledge $50,000 to St. Ann Center for Intergenerational Care.

Our pledge will be paid over five years and the initial payment of $10,000 is enclosed.

We are delighted to assist in this exciting project and we wish you continued success.

Sincerely,

James D. Bell

JDB: gv

Enclosure

Robert W. Baird & Co.
777 East Wisconsin Avenue
Milwaukee WI 53202-5391
Direct 414 765-3780
Email jbell@rwbaird.com
rwbaird.com

EVAN AND MARION HELFAER FOUNDATION

P.O. BOX 147
ELM GROVE, WI 53122

THOMAS L. SMALLWOOD
Administrator

(262) 784-9778

July 31, 2013

Sr. Edna Lonergan, OSF
President
Saint Ann's Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna:

We are pleased to inform you the Evan and Marion Helfaer Foundation, at its July 22nd meeting, has approved a grant in the amount of $100,000 for your building campaign. The payments will be made in $25,000 increments over four years.

We are enclosing the first payment with the Evan & Marion Helfaer Foundation check made payable to Saint Ann's Center for Intergenerational Care in the amount of $25,000. This check represents the first installment of the $100,000. The final installment will be made in July 2016..

With this check go our very best wishes.

Sincerely,

Thomas L. Smallwood
Administrator

TLS:pd

Enclosure

September 11, 2013

Sister Edna Lonergan
President/CEO
St. Ann Center for Intergenerational Care
2801 E Morgan Ave
Milwaukee, WI 53207

Dear Sister Lonergan:

It is my pleasure to inform you that the Greater Milwaukee Foundation Board has approved a grant of $25,000.00 to the St. Ann Center for Intergenerational Care for the construction of a new facility on North Avenue in Milwaukee, Wisconsin for the "Blessed Assurance Pledge". This grant is scheduled to be paid $5,000 per year for five years. The first of five payments for this grant has been transferred via ACH to the account you specified to the Foundation. Confirmation of this transaction has been sent via e-mail to the person designated by your organization as the ACH contact.

This grant was made from the Schaus Family Fund in the Foundation and was recommended by the advisors to that fund.

We ask that in your publications and correspondence, you refer to this as a grant from the Greater Milwaukee Foundation's Schaus Family Fund. When listing more than one grant, please use the following format:

Schaus Family Fund
(other funds)
Greater Milwaukee Foundation

If you have any questions, please call Marybeth Budisch, Senior Donor Services Officer, who is responsible for managing this grant. For ACH related questions, please contact Stacie Shephard and reference grant number 20131884.

Sincerely yours,

Ellen M. Gilligan
President & CEO

P.S. In keeping with IRS regulations, no material benefits will be received in exchange for this gift.

Board of Directors Peter W. Bruce, Chair • Thomas L. Spero, Vice Chair • Wendy Reed Bosworth • John W. Daniels Jr. • Ness Flores • Janine P. Geske
Jacqueline Herd-Barber • Judy Jorgensen • David J. Kundert • David J. Lubar • Cory L. Nettles • Mary B. Read President & CEO Ellen M. Gilligan

Milwaukee WI 53212 • t 414 272 5805 • f 414 272 6235

Recept thank you

FRIEDA AND WILLIAM HUNT MEMORIAL TRUST

c/o Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306
(414) 271-2400

Trustees:

John T. Seaman, Jr.
Wayne R. Lueders
John T. Seaman III
Jeffrey M. Seaman

October 7, 2013

Sr. Edna Lonergan
St. Ann Center for Intergenerational Care
2801 E. Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna:

On behalf of the Frieda and William Hunt Memorial Trust, I am pleased to enclose a grant check payable to St. Ann Center for Intergenerational Care in the amount of $15,000 to be used toward the construction of a new north side center.

The Trustees wish St. Ann's much success during the coming year.

Sincerely,

Wayne

Wayne R. Lueders

THIS CHECK HAS VARIOUS SECURITY FEATURES INCLUDING COLORED BACKGROUND, MICROPRINTING & WATERMARK

FROM THE ACCOUNT OF

210688

FRIEDA AND WILLIAM HUNT
MEMORIAL TRUST - JOHN T. SEAMAN

C/O FOLEY & LARDNER LLP
TRUST ACCOUNTING
777 E. WISCONSIN AVE.
MILWAUKEE, WI 53202

Fifteen Thousand DOLLARS AND NO CENTS

10/02/2013 $15,000.00

PAY TO THE ORDER OF: ST. ANN CENTER FOR INTERGENERATIONAL CARE

usbank
12-2/750

FOR:

⑈210688⑈ ⑆075000022⑆ 1216070011⑈

74-7188-724

1683

PECK FOUNDATION, MILWAUKEE LTD.
P.O. BOX 441
MILWAUKEE, WI 53201

DATE 11/8/13

PAY TO THE ORDER OF St Ann $ 1000.00

One thousand no/100 DOLLARS

Security Features Included. Details on Back.

THE NORTHERN TRUST COMPANY

Northern Trust

MEMO

Karen Peck Katty

MP

⑆072471887⑆ 3003013048⑈ 01683

Capital campaign
receipt
thank you
etap

Northwestern Mutual®
Foundation

December 12, 2013

Sister Edna Lonergan, OSF
President
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sister Lonergan:

Thank you for your interest in the Northwestern Mutual Foundation. This letter responds to the funding request you submitted.

I am pleased to confirm that our Foundation will provide a grant to St. Ann Center for Intergenerational Care. Our support, in the amount of $250,000, is restricted to the *Park West Intergenerational Care Center capital gift (naming rights to be finalized).* A check for the full amount is enclosed.

This gift is designated specifically as follows:$100,000 for the Teacher's Resource Room, $50,000 for the Indoor Playground/Gym, $75,000 for the Administrative Wing and $25,000 for the Conference Room. We will work with you for the appropriate recognition and naming rights as the project gets underway.

We look forward to hearing from you regarding the impact of our Foundation's investment over the coming years. Best wishes for continued success.

Sincerely,

John Kordsmeier
Foundation President

Check Enclosed (Payment ID: 16659)

P.S. When publicizing this grant, please recognize the Northwestern Mutual Foundation as the grantor.

In addition, we encourage you to include a link to our corporate website, www.northwesternmutual.com, on your organization's website.

720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-4797 · 414 665 2200 · 414 665 2199 fax · www.nmfoundation.com

The Lynde and Harry
BRADLEY FOUNDATION

The Lion House ∞ 1241 North Franklin Place ∞ Milwaukee, Wisconsin 53202-2901
(414) 291-9915 ∞ Fax (414) 291-9991 ∞ www.bradleyfdn.org

Daniel P. Schmidt
Vice President for Program

November 15, 2013

Sr. Edna Lonergan
President
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Lonergan:

I am pleased to inform you that the Board of Directors of The Lynde and Harry Bradley Foundation, Inc. (Foundation) has awarded a grant of $170,000 to St. Ann Center for Intergenerational Care.

It is understood that these funds will support construction of a second location.

The payment of this grant is subject to your agreement to the terms specified in the enclosed grant contract. Please sign and return a copy to the Foundation. The grant has been scheduled for payment as follows:

Scheduled	Amount
12/4/2013	170,000

The Foundation reserves the right to change the payment schedule. Changes, if any, would be communicated to you promptly.

We are happy to be able to support your work and look forward to keeping closely in touch with your progress.

With best wishes,

Daniel P. Schmidt

DPS/ye

Enclosure

Grant ID #20130074

THE LYNDE AND HARRY BRADLEY FOUNDATION, INC.
1241 NORTH FRANKLIN PLACE
MILWAUKEE, WI 53202-2901
Voice: 414-291-9915
Fax: 414-291-9991

GRANT AGREEMENT
ID #20130074

PLEASE READ CAREFULLY

The Lynde and Harry Bradley Foundation (hereinafter "Grantor") agrees to make the following Grant to St. Ann Center for Intergenerational Care (hereinafter "Grantee") and Grantee agrees to accept such Grant as indicated below and in conditions set forth in Paragraph 12:

DATE AUTHORIZED:	November 12, 2013
AMOUNT OF GRANT:	$170,000
DURATION OF GRANT:	One year from date of first payment
REPORT SCHEDULE:	Semi-annual

SPECIFIC PURPOSES OF THE GRANT

The purpose of this grant of $170,000 is to support construction of a second location.

GENERAL CONDITIONS OF THE GRANT

1. PURPOSE: The Grantee agrees to use the funds solely for the described purposes and to so designate them in the Grantee's records as well as not to use any of the funds in violation of the provisions of the Internal Revenue Code governing grantees of private foundations. To alter disbursement of funds from an approved budget, permission is required from an officer of the Grantor. (See paragraph 9.)

2. FUNDRAISING: No funds awarded through this grant are to be shared with or used to pay fees or wages for the services of fundraising or consulting firms.

3. EVALUATION: The Grantor may, at its expense, conduct an evaluation of operations under this grant, which may include visits by representatives of the Grantor to observe the Grantee's program procedures and operations and discuss the program with the Grantee's personnel.

4. ACCOUNTING AND FINANCIAL REVIEW: A complete and accurate record of the funds received and expenses incurred under this grant must be maintained by the Grantee and submitted to the grantor at the end of the grant period. The Grantor may, at its expense and on reasonable notice to the Grantee, audit or have audited the records of the Grantee insofar as they relate to the activities funded by this grant.

5. TAX EXEMPTION AND FOUNDATION STATUS: The Grantee shall immediately give written notice to the Grantor if, prior to receipt of all of any portion of the grant, or before all or any portion of the funds are expended, the Grantee ceases to be exempt from Federal income taxes under the provisions of Section 501(c)(3) or Section 115 of the Internal Revenue Code or becomes a private foundation under Section 509(a) of the code.

   In particular, but not by way of limitation, the Grantee agrees that no portion of any grant by the Grantor shall be used to carry on propaganda, or otherwise to attempt to influence legislation, including any referendum, or to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive. If the Grantee is authorized by the terms of the grant to use the funds for "nonpartisan analysis, study or research," which may legitimately be undertaken by the Grantee, the Grantee agrees to engage in such activities in strict compliance with all Treasury and IRS regulations which provide that such analysis, study or research be made available to the general public or a segment of members thereof (or to governmental bodies, officials or employees) and may advocate a viewpoint but (a) must reflect objectivity, a full and fair exposition of the facts (including presenting information about both sides and any factual support for contrary views) and lack of unsupported opinion and (b) may not encourage the recipient to take action with respect to legislation (including any referendum) or be directed solely to persons who are interested only in one side of an issue. Grantee also represents to the Grantor that, in addition to the above prohibitions on the use of grant funds hereunder, no substantial part of its activities is or will be attempting to influence legislation (including any referendum) within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended.

6. ADDITIONAL SUPPORT: By making this grant, the Grantor assumes no obligation to provide other or additional support for the Grantee. This grant is not to be construed as establishing a precedent for further support of the Grantee.

7. REPORTING: The Grantee shall furnish to the Grantor a written report on the use of the grant either semi-annually or on some other scheduled as specified in Special conditions (see Paragraph 12). This report should furnish an appraisal of the program results under the grant for the reporting period.

8. PUBLICITY: In the event that the Grantee wishes to issue a news release concerning the grant, the Grantee will inform the Grantor in a timely fashion prior to its release and clear it with an officer of the Grantor.

9. REVERSION OF GRANT: All or any portion of the amount granted shall be returned to the Grantor in the event that any or all of the grant is not expended or committed for the purposes authorized by the Grantor or is used in violation of the terms of this Agreement. The Grantor may upon request from the Grantee authorize a modification in the disbursement of funds.

10. PUBLICATIONS: In the event that a project funded by the Grantor would naturally issue in publications, the Grantee expects publication to occur. In the event of special requirements concerning publication, these will be enumerated under Paragraph 12 – Special Conditions.

11. PATRIOT ACT CERTIFICATION: The Grantee certifies that it does not and will not knowingly provide material support or resources to any individual or organization for the conduct or furtherance of violence or terrorist activities.

12. SPECIAL CONDITIONS: The Grantee accepts and agrees to comply with the following Special Conditions: None

Executed by or on behalf of Grantor and Grantee as follows:

GRANTOR: The Lynde and Harry Bradley Foundation, Inc.
1241 North Franklin Place
Milwaukee, WI 53202-2901

BY: Daniel P. Schmidt
Name of Signatory

Signature

TITLE: Vice President for Program

DATE: November 12, 2013

GRANTEE: St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

BY: _____ _____
Name of Signatory Signature

TITLE: _____ DATE: _____

John Glaser

From: Tracy Hamley [THamley@greatermilwaukeefoundation.org]
Sent: Wednesday, November 20, 2013 2:06 PM
To: John Glaser
Subject: ACH Payment

This is replacing the pervious email sent earlier today, please contact me if you have any questions.

The St. Ann Center for Intergenerational Care has received a grant payment from the Luedke-Smith Fund in the amount of $25000.00 for the Dementia Unit living room and office in honor of Margaret Luedke-Smith; total grant of $75000 to be paid $25000 per year from 2013 to 2015 which will appear in your account within one to two business days.

A hard copy acknowledgement will be mailed to Sister Edna Lonergan within two to three business days.

If you have any questions, please contact Marybeth Budisch, at (414) 272-5805, who is responsible for managing this grant.

For ACH related questions, please contact Tracy Hamley **by replying to this e-mail**. Please reference grant number 20132568 when making your inquiry.

Tracy Hamley | Finance & Human Resources
Greater Milwaukee Foundation
101 W. Pleasant St., Suite 210, Milwaukee, WI 53212
Direct: 414.336.7054 | Main: 414.272.5805
www.greatermilwaukeefoundation.org

GREATER MILWAUKEE FOUNDATION | Join our community

ANON Charitable Trust

November 12, 2013

Sister Edna Lonergan, President
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sister Edna,

I am pleased to enclose a check in the amount of $25,000 which is a grant from the Anon Charitable Trust at the recommendation of Mr. Harris Turer. This grant is the first payment on a 4 year, $100,000 commitment for the new facility on 24th and North Avenue pursuant to the agreement signed by the trustees on July 29, 2013.

Should you wish to acknowledge receipt of this grant, please do so to me at the address below.

Sincerely,

Bert L. Bilsky, Trustee

BLB/mls
Enclosure

Cc: Harris Turer

2116 W. Merrimac Ct., Mequon, WI 53092 Phone 262-242-6552 anonctfoundation@gmail.com

EXHIBIT A

TITLE SETTLEMENT STATEMENT

EXHIBIT B

FIRST PAYMENT UNDER THE QLICI LOAN DOCUMENTS AND LEVERAGE LOAN DOCUMENTS

Bring your mission to life

GREATER MILWAUKEE FOUNDATION

December 11, 2013

Sister Edna Lonergan
President/CEO
St. Ann Center for Intergenerational Care
2801 E Morgan Ave
Milwaukee, WI 53207

Re: Grant # 20132144 (Please refer to this number when contacting the Greater Milwaukee Foundation about this project.)

Dear Sister Lonergan:

I am pleased to inform you that the Greater Milwaukee Foundation Board has approved a grant of $100,000.00 to St. Ann Center for Intergenerational Care for the purpose described in the enclosed grant contract.

The payment of this grant is subject to your agreement to the terms specified in the enclosed grant contract. The contract must be signed by an authorized officer of the organization's governing board, or the chief executive officer and returned to the Foundation. Please e-mail a signed PDF copy of the agreement to fkowalkiewicz@greatermilwaukeefoundation.org. Upon receipt of the signed contract, grant payment will be issued per the schedule outlined in the contract.

If you have any questions about the grant or the grant contract, please call Fred Gutierrez.

We are pleased to be able to partner with your agency in its efforts to strengthen greater Milwaukee.

Sincerely,

Ellen M. Gilligan
President & CEO

Board of Directors Peter W. Bruce, Chair • Thomas L. Spero, Vice Chair • Wendy Reed Bosworth • John W. Daniels Jr. • Ness Flores • Janine P. Geske Jacqueline Herd-Barber • Judy Jorgensen • David J. Kundert • David J. Lubar • Cory L. Nettles • Mary B. Read **President & CEO** Ellen M. Gilligan

101 W. Pleasant Street, Suite 210 • Milwaukee, WI 53212 • t 414 272 5805 • f 414 272 6235
N16 W23250 Stoneridge Drive, Suite 6 • Waukesha, WI 53188 • t 262 522 8318 • f 262 544 9301
www.greatermilwaukeefoundation.org

Grant Agreement

The grant to your organization from the Foundation is for the explicit purpose(s) described below and is subject to your acceptance of the conditions described in this document. In order to receive grant funds, **PLEASE E-MAIL A SIGNED PDF COPY OF THIS GRANT AGREEMENT TO fkowalkiewicz@greatermilwaukeefoundation.org.**

Grantee: St. Ann Center for Intergenerational Care

Grant Amount: $100,000.00 Date Approved: 12/11/2013

Grant purpose: New Intergenerational Center on Milwaukee's Northside: Construction and Replication

Grant period begins: 01/01/2014 Ends: 12/31/2014

Payment schedule: $100,000.00 - 03/01/14

Special conditions: Payment will be issued upon notice that construction is beginning

GENERAL CONDITIONS OF THE GRANT:

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

Please read the following carefully:

I. TAX REQUIREMENTS

The Grantee certifies that the Federal tax exemption determination letter has not been revoked and the present operation of the organization and its current sources of support are consistent with the organization's continuing tax exempt classification.

Grantee shall immediately give written notice to the Foundation if, prior to receipt of all or any portion of the grant, or before all or any portion of the funds are expended, the Grantee ceases to be exempt from Federal income taxes under the provisions of 501(c)(3) or becomes a private foundation under Section 509(a) of the code.

II. BOARD DIVERSITY

The Foundation is committed to promoting equity and inclusion with a focus on racial equity in our community. This commitment applies to our grantmaking. Eligible nonprofits must have

board membership that is at least 10 percent people of color. The Grantee represents that its current board of directors meets this requirement.

II. ANNOUNCING GRANTS

Grants approved by the Greater Milwaukee Foundation Board are reported to the community through the Foundation's newsletter, annual report and periodic press releases.

Grantee agencies are encouraged to make public announcements on their own, especially when such notices might stimulate additional support or help to inform the community about important projects. Language to use when referring to the grant is specified in the payment letter.

A copy of announcements and published references to the grant should be sent to the Foundation for its records.

II. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described above and in accordance with the approved budget. Any program or budget modifications must have the Foundation's prior written approval.

A. The grantee shall return to the Foundation any unexpended funds:

1. at the end of the grant period, or
2. if the Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget, or
3. if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code.

B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Greater Milwaukee Foundation.

C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved project.

D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

E. This Agreement shall be null and void and all grant funds shall be repaid by the grantee if, within 180 days after the date this agreement is executed by the Greater Milwaukee Foundation, the project has not commenced and the grantee has not made use of grant funds for such project.

III. REPORTING

The Grantee shall provide written reports with a full financial accounting of all grant fund expenditures and a narrative report on the project according to the following schedule:

Final Report: 06/01/2015

Please access the report form on our website at www.greatermilwaukeefoundation.org under the the Grant Seekers Menu in the Frequently Used Forms tab. Completed forms should be emailed to grantreport@greatermilwaukeefoundation.org.

IV. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Foundation has no obligation to provide additional support to the grantee.

GREATER MILWAUKEE FOUNDATION:

Signature of Representative

Ellen M. Gilligan
President & CEO

Name and Title

GRANTEE:

Signature of Representative

Name and Title

2012-2013 Board of Directors

Officers:

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Kathryn M. Leverenz
President

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Vice President and
Chairman-Elect

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Stephen J. Ziegler

WAUKESHA COUNTY
COMMUNITY FOUNDATION

A non-profit charitable organization

December 19, 2013

St. Ann Center for Intergenerational Care
2801 E. Morgan Avenue,
Milwaukee, WI 53207

Dear Sir/Madam:

The Board of Directors of the Waukesha County Community Foundation has recently approved a grant of $7,000 to St. Ann Center for Intergenerational Care from the Thompson Family Foundation, a donor advised fund within the Foundation.

Please acknowledge receipt of the enclosed check to me at the address below. You may also want to express gratitude to Ms. Judith M. Thompson, 2030 Hawthorne Dr., Elm Grove, WI 53122-1017

For any public listings of these grants, please list them as follows: Waukesha County Community Foundation / Thompson Family Foundation.

The Waukesha County Community Foundation is pleased to provide this support in partnership with our contributors. We wish you continued success with your efforts at making our communities better places to live and work.

Sincerely,

Kathryn M. Leverenz
President & CEO

KML/ab
Enclosure

cc: Ms. Judith M. Thompson

2727 North Grandview Boulevard, Suite 122 • Waukesha, WI 53188 • 262-513-1861 • www.waukeshafoundation.org

Herzfeld Foundation

219 North Milwaukee St, 7th Floor
Milwaukee, WI 53202
414.727.1136 phone
414.727.1140 fax
questions@herzfeldfoundation.org

December 13, 2013

Sr. Edna Lonergan
President & CEO
St. Ann's Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53217

Dear Sister Edna:

On December 13, 2013 the Herzfeld Foundation approved a grant of $100,000 to St. Ann's Center for Intergenerational Care in support of the North Side Capital Campaign. This letter contains the grant contract information between Herzfeld Foundation and St. Ann's Center for Intergenerational Care.

Grant Conditions:

1. The grant funds are to be used solely for the purposes noted and as described in the grant request originally made to the Foundation.
2. Any unexpended funds shall be returned to the Herzfeld Foundation upon completion of the program, or if the Grantee loses its 501(c)(3) tax-exempt status.
3. Grantees are required to provide evidence of sound fiscal management. It is recommended that a separate account be established and reported for the use of grant funds. In all cases a report relating grant expenditures to the project activities is required.
4. Reports on grant-funded activity are due as follows:

Requirement	Due Date
Final Report	December 1, 2014

Reports should be forwarded to Laura Gembolis by email. A copy of the Report Form is attached, and an electronic version of the document will be sent to you via email.

The Grantee may announce the grant. All references to the Foundation should refer to the "Herzfeld Foundation." Anything in addition to or in place of this language, including visuals or other material using the name of the Foundation, must obtain the prior approval of the Foundation.

Unless otherwise stipulated in writing, this grant is made with the understanding that the Foundation has no obligation to provide additional support to the Grantee.

Payments: A total of 1 payment has been made:

12/16/2013	$100,000		PAID

Herzfeld Foundation

219 North Milwaukee St, 7th Floor
Milwaukee, WI 53202
414.727.1136 phone
414.727.1140 fax
questions@herzfeldfoundation.org

By signing the enclosed receipt, you agree that your organization will not promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-grants to any entity that engages in these activities. This provision applies to all organization's funds, not just those provided through a grant from the Herzfeld Foundation.

On behalf of the Herzfeld Foundation Board of Directors, we wish you the best of luck with this project and look forward to receiving your report.

Yours truly,

Laura Gembolis

Laura Gembolis
Program Director

Herzfeld Foundation

219 North Milwaukee St, 7th Floor
Milwaukee, WI 53202
414.727.1136 phone
414.727.1140 fax
questions@herzfeldfoundation.org

December 16, 2013

Sr. Edna Lonergan
President & CEO
St. Ann's Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53217

Dear Sister Edna:

It is with great pleasure that we enclose a check in the amount of $100,000 representing the Herzfeld Foundation's contribution to St. Ann's Center for Intergenerational Care to support the North Side Capital Campaign. With this donation go our best wishes for success in your activities.

Please return the attached receipt at your earliest convenience.

Sincerely,

Leslie Ann Seib
Grants Director

Receipt

Grant Recipient:	Sr. Edna Lonergan St. Ann's Center for Intergenerational Care 2801 East Morgan Avenue Milwaukee, WI 53217
Grant Amount:	$100,000
Funding Purpose:	North Side Capital Campaign

The undersigned hereby acknowledges receipt of the above funds.

_____
Sr. Edna Lonergan

_____
Date

Herzfeld Foundation

219 North Milwaukee St, 7th Floor
Milwaukee, WI 53202
414.727.1136 phone
414.727.1140 fax
questions@herzfeldfoundation.org

Report Form

I. Grant Information

Organization: St. Ann's Center for Intergenerational Care

Project Title: North Side Capital Campaign

Herzfeld Foundation Grant ID #: 2362

Grant Amount: $100,000

Approval Date: 12/13/2013

Program Area: Education

Type of Support: Capital/Renovation

HF Staff Contact: Laura Gembolis

Grantee Email:
SrEdnaLonergan@stanncenter.org

II. Schedule

Due Dates of All Reports:

Requirement	Due Date
Final Report	December 1, 2014

III. Report Instructions

Please submit your report via email to lgembolis@herzfeldfoundation.org

Using the criteria set out in your organization's proposal, evaluate the project. The Evaluation section has been provided in the section below. Please make sure your report answers the following questions:

1. **Did you reach the objectives/goals as defined?**
2. **What worked well and what did not work as well?**
3. **How will your organization use the knowledge gained from this program to impact future programming?**

Proposal Excerpt:

With the construction of our new Center, and the replication of our intergenerational model of care, we want to prove the effectiveness and demonstrate the benefits of an intergenerational approach to early education. The project will focus on improving learning and development outcomes, and include a research component designed to measure the educational and social impact of our programs and services on children's development.

Herzfeld Foundation

219 North Milwaukee St, 7th Floor
Milwaukee, WI 53202
414.727.1136 phone
414.727.1140 fax
questions@herzfeldfoundation.org

Program Outcomes for Children
We will prepare infant, toddlers and preschool children for kindergarten and provide:
Infant/toddler, preschool, before school, and after-school programming for 220 children daily.
Head Start programming for 105 children daily (in collaboration with Hope Street Charter School and the Next Door Foundation).
After-school programming for 90 children daily.
Summer camp programs for 90 children daily.
Mentoring for 25 youth daily through our long-established Buddy Program.
In conjunction with the Department on Aging, all children in mentoring programs will belong to the Intergenerational Council, facilitating dialogue between the generations, young and old.

Objectives:
In year one of operations, to:
Expand our early childhood educational programs' outreach by 80% to the most vulnerable and poorest members of the community.
Expand and provide daily infant, toddler, and preschool programming for an additional 220 children living below median income and poverty levels.
Provide daily Early/Head Start programming in collaboration with Next Door Foundation for an additional 105 children, ages 3 weeks to 6 years, living below median income and poverty levels.
Expand and provide daily after-school programming for an additional 90 children, ages 6 to 11 years, living below median income and poverty levels.
Expand and provide daily summer programs for an additional 90 children, ages 6 to 11 years old, living below median income and poverty levels.

Additional Objectives:
Implement a multi-year research project measuring the educational and social impact of the intergenerational environment on the learning and development of youth enrolled in our programs.
Publish article(s) reporting outcomes, results, and findings of the research project in online, print, and scholarly publications and resources.
Increase our organization's YoungStar rating from 3-stars to 5-stars upon opening of the new facility.
Produce intergenerational (IG) curriculum to compliment YoungStar, which will include the development of a video of IG activities, all of which have been analyzed by occupational therapists.

A. O. Smith Foundation, Inc.

P.O. Box 245008 • Milwaukee, Wisconsin 53224-9508

November 15, 2013

Sr. Edna Lonergan
President
St. Ann Center
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna:

This is in response to your request of the A. O. Smith Foundation for a contribution to support the intergenerational early childhood educational programs.

Your proposal will be considered at the December A. O. Smith Foundation Board Meeting. Your request will be reviewed at that time and we will contact you regarding our decision.

Very truly yours,

A. O. Smith Foundation

Roger S. Smith

Roger S. Smith
Director of Community Affairs

RSS/ras

Whyte Hirschboeck Dudek S.C.

John B. Haydon
414-978-5425
jhaydon@whdlaw.com

December 19, 2013

Sr. Edna Lonergan
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Re: Gustav and Gladys Kindt Foundation

Dear Sister Edna:

Thank you again for the very informative tour a few weeks ago (arranged by Les Weil), which was attended by the Co-Trustees of the Gustav and Gladys Kindt Foundation, being my wife, Grace, Dick Larsen and I. The Foundation is very excited about St. Ann Center North, to be constructed on North Avenue and 24th Street. The Trustees have determined that the Foundation make a contribution at this time to the capital fund for the new Center.

Accordingly, please find enclosed our firm's Attorneys Trust Account check, on behalf of the Foundation, payable to St. Ann Center in the sum of $5,000, as a contribution to the capital campaign.

We are pleased that the Foundation is able to assist St. Ann's in this way.

With best wishes,

Very truly yours,

John B. Haydon

JBH/sas
Enclosure

cc: Mr. Richard A. Larsen
Mrs. Grace McBain Haydon

WHD/10005583.1

Dalum FAMILY FOUNDATION

December 18, 2013

Sister Edna
St. Ann's Center (Intergeneration)
2801 E. Morgan Ave.
Milwaukee, WI 53207

Dear Sister Edna:

Enclosed you will find a check in the amount of $10,000 as our first year-end donation to the St. Ann's Center (Intergeneration) of a five year commitment of $50,000. This money is to be used in conjunction with the new St. Ann's North Side Facility. If there are naming rights available in consideration for this donation, please let us know.

Should you wish to acknowledge this donation in any print or other publication, please note the donor as **Thomas E. and Mary Patricia Dalum** (not the Dalum Family Foundation).

Merry Christmas.

Very truly yours,

Tom Dalum

Tom Dalum

/dk
Encl.

Ck cp
Receipt
Thank you

The Dalum Family Foundation P.O. Box 177 Waukesha, WI 53186 P: 262-547-8500 F: 262-544-8439

WATERSTONE BANK FUND

A charitable fund in the Waukesha County Community Foundation

WAUKESHA COUNTY COMMUNITY FOUNDATION

2727 N. Grandview Blvd., Suite 122,
Waukesha, WI 53188

December 19, 2013

St. Ann Center for Intergenerational Care
Attn: Sister Edna Lonergan, OSF
2801 E. Morgan Avenue,
Milwaukee, WI 53207

Dear Sister Edna:

WaterStone Bank is providing a grant of $10,000 to St. Ann Center for Intergenerational Care for Sponsorship of Transportation Shuttle, from the WaterStone Bank Fund of the Waukesha County Community Foundation. This grant has been made upon the approval of the Board of Directors of the Waukesha County Community Foundation, which administers the WaterStone Bank Fund. This fund has been established with charitable gifts from WaterStone Bank to support its many community interests.

Please deposit this check promptly. Also, please acknowledge receipt of the enclosed check to me at the above Foundation address and to:

Heather Zydek
WaterStone Bank
11200 W. Plank Ct.
Wauwatosa WI 53226

Public recognition of your grant, and thereby all current and potential donors of the Foundation, is welcome. Please forward copies of printed articles and other forms of public recognition to the Foundation and to WaterStone Bank.

WaterStone Bank and the entire Foundation Board are pleased to support organizations that enhance quality of life. We wish you continued success with your work.

Sincerely,

Kathryn

Kathryn M. Leverenz
President & CEO

KML/ab
Enclosure

cc: Heather Zydek, WaterStone Bank

By accepting this check, your organization certifies to the Waukesha County Community Foundation that (i) no tangible benefit, goods, or services are received by any individuals or entities connected with the above-mentioned Foundation fund. It is not necessary to issue a tax receipt for this donation as the Foundation is a 501(c)(3) public charity.

CHARTER MANUFACTURING COMPANY
FOUNDATION INC.
LINDA T. MELLOWES, PRES.
1212 W. GLEN OAKS LANE
MEQUON, WI 53092-3357

charles SCHWAB

462

62-15/311
150

12-30-13
Date

Pay to the Order of: St Ann Center

$ 25,000 00

twenty-five thousand dollars

Dollars

Security Features Details on Back

8800 Tinicum Blvd 080
Philadelphia, PA

Schwab One

For

Linda T. Mellowes

MP

⑆031100157⑆ 7040264358⑈ 0462

Ideland Clarke

etap
receipt
thank you

CAMILLE A. LONSTORF TRUST

c/o Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202
(414) 271-2400

Trustee:
Paul C. McComas

December 26, 2013

Sr. Edna Lonergan
St. Ann Center for Intergenerational Care
2801 E. Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna:

Enclosed with this letter you will find a Trust u/w Camille A. Lonstorf charitable contribution check in the amount of $2,000.00.

The Lonstorf Trust is most pleased to support the efforts of your organization.

Sincerely,

Paul C. McComas

Enclosure

Sister,
We're pleased to be able to increase our contribution to you four-fold from the 2009-12 level. Thank you for the vital work you do!

4850-6581-710141

STACKNER FAMILY FOUNDATION
Post Office Box 597
Hartland, Wisconsin 53029
(262) 646-7040 • www.stackner.com

01/27/14

Sr. Edna Lonergan
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna,

The Stackner Family Foundation Board of Directors considered your request for a grant to help fund the establishment of a second location, as described in your request. A grant of $100,000 was approved, which we will pay in four equal installments. I am enclosing $25,000 in payment of the first installment. You can expect equal installments at about this time next year, in 2016 and 2017. If you have questions regarding this contribution please call at any time.

May God bless you and your work,

John A. Treiber
Executive Director
Stackner Family Foundation, Inc.

Thank you
receipt

John Glaser

From: Stacie Shephard [SShephard@greatermilwaukeefoundation.org]
Sent: Tuesday, February 11, 2014 11:15 AM
To: John Glaser
Subject: ACH Payment

The St. Ann Center for Intergenerational Care has received a grant payment from the F. Thomas Ament Fund in the amount of $ 50,000.00 for $25,000.00 for the Massage Room and $25,000.00 for the Wellness Office; total grant of $50,000.00 which will appear in your account within one to two business days.

A hard copy acknowledgement will be mailed to Sister Edna Lonergan within two to three business days.

If you have any questions, please contact Marybeth Budisch, at (414) 272-5805, who is responsible for managing this grant.

For ACH related questions, please contact Stacie Shephard **by replying to this e-mail**. Please reference grant number 20140213 when making your inquiry.

Stacie Shephard | Accounting Assistant
Greater Milwaukee Foundation
101 W. Pleasant St., Suite 210, Milwaukee, WI 53212
Direct: 414.336.7056 | Main: 414.272.5805
www.greatermilwaukeefoundation.org

GREATER MILWAUKEE FOUNDATION | Join our community

S tann. 11'12

Bert L. & Patricia S. Steigleder
Charitable Trust

411 E. Wisconsin Avenue
Suite 2040
Milwaukee, WI 53217

February 28, 2014

Sr. Edna Lonergan, OSF
President
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna:

I am pleased to enclose a check from the Bert L. and Patricia S. Steigleder Charitable Trust in the amount of $10,000 representing a grant to St. Ann Center for Intergenerational Care as the first of two equal installments on an overall pledge of $20,000 to your capital campaign for the new facility in Milwaukee's central city. These funds are to be used in connection with the construction and furnishing of a room for art programs at the new facility. This grant was approved by the trustees of the Trust at our February, 2014 quarterly meeting.

My co-trustee, U.S. Bank, N.A., acting through Keith Butler and Gretchen Titus, joins me in wishing you continued success with your programs.

Very truly yours,

Paul

Paul J. Tilleman, Trustee

PJT:dhc
Enclosure

cc: Keith Butler

QB\25281874.1

TRUSTEES:
Paul J. Tilleman
US Bank NA (G. Gil Lindemann)

7

RALPH EVINRUDE FOUNDATION, INC.

March 5, 2014

Sr. Edna Lonergan, OSF
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna:

I am pleased to enclose a check in the amount of $12,500 from the Ralph Evinrude Foundation, Inc. representing a grant to St. Ann Center for Intergenerational Care as the first of four equal installments on an overall pledge of $50,000 to the Capital Campaing for the new facility on Milwaukee's north side. The remaining installments will be paid in February or March of 2015, 2016 and 2017. This grant was approved by the Directors of the Foundation at our February, 2014 quarterly meeting.

The Foundation wishes you continued success with this and other programs.

Sincerely,

Paul J. Tilleman, President

PJT:dhc
Enclosure

cc: John W. Daniels, Jr.
Ann M. Murphy

BOARD OF DIRECTORS:
PAUL J. TILLEMAN, PRESIDENT
JOHN W. DANIELS, JR.
ANN M. MURPHY

QB\25286834.1

411 E. WISCONSIN AVENUE · SUITE 2040 · MILWAUKEE, WI 53217

FIDELITY Charitable™
Make more of a difference

P.O. Box 770001
Cincinnati, OH 45277-0053

naming the donor
thank you sent
etap

ENV 701000793
SISTER EDNA LONERGAN
ST ANN CENTER FOR INTERGENERATIONAL CARE INC
2801 E MORGAN AVE
MILWAUKEE, WI 53207-3771

April 17, 2014

Dear Colleague:

Enclosed is a check in the amount of $2,500.00. This Fidelity Charitable grant is made possible through the generosity and recommendation of the Herd-Barber Charitable Fund, a donor-advised fund.

Designation: Capital Campaign

Grant Terms: No goods, services or more than incidental benefits may be provided in exchange for this grant. This grant may not satisfy a legally enforceable obligation/pledge. This grant may only support purposes deemed by you to be 100% tax deductible.

You may choose to thank the donor, but please do not issue a tax receipt to either Fidelity Charitable or the recommending donor(s) for this grant. The donor received a tax receipt at the time they contributed to Fidelity Charitable. You can send your acknowledgement to the recommending donor(s) named below.

Mr. and Mrs. Barber
5400 W. River Trail
Mequon, WI 53092

M #041714 1900 701000793

PLEASE FOLD AND DETACH AT PERFORATION BEFORE PRESENTING CHECK FOR PAYMENT

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

FIDELITY CHARITABLE GIFT FUND

P.O. Box 770001
Cincinnati, OH 45277-0053
800-952-4438

PAYABLE AT: THE BANK OF NEW YORK MELLON
EVERETT, MA 02149
53-292/113

4330246
April 17, 2014

Pay to the Order of: ST ANN CENTER FOR INTERGENERATIONAL CARE INC **$2,500.00**

**********Two Thousand Five Hundred & 0/100 DOLLARS

VOID AFTER 60 DAYS

COPYBAN CAPTURE AND FRAUD PROTECTION

⑈4330246⑈ ⑆011302920⑆ ⑈004936⑈

Nicholas Schultz

From: Sr. Edna Lonergan
Sent: Tuesday, May 06, 2014 5:22 PM
To: Nicholas Schultz
Subject: FW: Helen Bader Foundation - Grant Award Notification

Sr. Edna Lonergan, President
St. Ann Center for Intergenerational Care
2801 E. Morgan Avenue
Milwaukee, WI 53207
Phone: 414-977-5001
Fax: 414-977-5050
www.stanncenter.org

-----Original Message-----
From: tammy@hbf.org [mailto:tammy@hbf.org]
Sent: Tuesday, May 06, 2014 2:47 PM
To: Sr. Edna Lonergan
Cc: lisa@hbf.org
Subject: Helen Bader Foundation - Grant Award Notification

RE: #15276, St. Ann Center for Intergenerational Care, Inc. , St. Ann Center for Intergenerational Care New Facility Replication

Dear Sr. Edna:

On behalf of the Helen Bader Foundation, Inc. Board of Directors and staff, I am pleased to notify you that St. Ann Center for Intergenerational Care, Inc.'s grant request for the St. Ann Center for Intergenerational Care New Facility Replication project has been approved in the amount of $200,000.00 (YR1: $75,000.00; YR2: $125,000.00).

Please note that the Foundation uses an all-electronic grant review process, so all related correspondence is sent via email. Within the next few weeks, you can expect to receive additional emails regarding our Grant Agreement as well as information to prepare an electronic bank deposit for your grant payment.

This grant has been assigned the number #15276, so kindly use this number in any future correspondence so we can efficiently track your progress. Additionally, please remember to update us on changes to key contacts related to this grant, so we can follow up on payments, grant reporting, and other matters.

If you should have any questions about processing, publicity, or any other aspect of your grant, please feel free to contact Robert Tobon, Communications Director: robert@hbf.org or (414) 755-4364.

Congratulations on your newly awarded grant. We look forward to working with you on this project.

Sincerely,

Daniel J. Bader
President

Nicholas Schultz

From: Helen Bader Foundation <mail@grantapplication.com>
Sent: Tuesday, May 20, 2014 2:08 PM
To: Nicholas Schultz
Subject: Your Grant Agreement Submission

On behalf of the Helen Bader Foundation, thank you for taking the time to submit your Grant Agreement online. For future reference, a copy of the contents of your Grant Agreement follows.

If you should have any questions, please contact me at robert@hbf.org or (414) 755-4364.

We look forward to working with you on this effort. Thank you for your attention to this matter.

Sincerely,
Robert Tobon
Communications Director

.

Your Grant Agreement

Grant Agreement

Grant Information

Helen Bader Foundation, Inc. agrees to make the following Grant to:

Organization Name
St. Ann Center for Intergenerational Care, Inc.

HBF Grant Number
15276

(hereinafter the "Grantee"), and the Grantee agrees to accept such Grant, subject to the terms and conditions set forth in this Agreement.

Grant Amount

Year 1
75000

Year 2
125000

A. Purpose of the Grant

The purpose of the Grant is as follows:

This Grant supports the Grantee's development of a new intergenerational facility on Milwaukee's near north side.

The purpose of the Grant is more fully described in the grant proposal and other materials submitted by the Grantee, on which Helen Bader Foundation, Inc. has relied in making the Grant and which are incorporated herein by reference as if fully set forth. If a budget for the project funded by the Grant or the use of Grant funds has been presented to Helen Bader Foundation, Inc., such budget shall be considered a part of this Agreement, and expenditures shall be made in accordance with it; the Grantee shall request written approval from Helen Bader Foundation, Inc. prior to altering such budget.

B. General Conditions of the Grant

1. CHARITABLE PURPOSE: *The Grantee agrees to use the Grant solely for charitable purposes specified in section 170(c)(2)(B) of the Internal Revenue Code and the specific purpose described in this Agreement and not to use any portion of the Grant in violation of the provisions of the Internal Revenue Code governing grants made by private foundations.*

2. LOBBYING; ELECTIONS: *No part of the Grant shall be used to carry on propaganda, or otherwise attempt, to influence legislation; to influence the outcome of any specific public election; or to carry on, directly or indirectly, any voter registration drive.*

3. REVERSION OF GRANT: *The Grantee shall repay to Helen Bader Foundation, Inc. any portion or all of the Grant funds which are not expended or committed for a purpose authorized in this Agreement or which are expended or committed for a purpose prohibited under this Agreement.*

4. EVALUATION: *Helen Bader Foundation, Inc. may, at its expense, conduct an evaluation of operations under the Grant, which may include visits by representatives of Helen Bader Foundation, Inc. to observe the Grantee's programs, procedures and operations and discuss them with the Grantee's personnel.*

5. TAX EXEMPTION AND FOUNDATION STATUS: *The Grantee shall immediately give written notice to Helen Bader Foundation, Inc. if, prior to receipt of all or any portion of the Grant funds or before all or any portion of the Grant funds are expended, the Grantee ceases to be exempt from Federal income tax under the provisions of Section 501(c)(3) of the Internal Revenue Code or becomes a private foundation under Section 509(a) of the Code.*

6. ADDITIONAL SUPPORT: *By making the Grant, Helen Bader Foundation, Inc. assumes no obligation to provide other or additional support to the Grantee. The Grant is not to be construed as establishing a precedent for further support of the Grantee.*

7. USE OF NAME: *Except as required by state or federal laws or regulations, the Grantee shall not use the name Helen Bader Foundation, Inc., or any shortened form of the name, in any manner or format on plaques or signs without the prior permission of Helen Bader Foundation, Inc.*

8. PUBLICITY: *In the event that the Grantee wishes to publicize the Grant, the Grantee shall submit a draft of any announcement or news release to Helen Bader Foundation, Inc. for approval of its form and content prior to its publication or release for publication.*

9. REPORTING: *The Grantee shall furnish written reports concerning the Grantee and the project funded by the Grant in the form and on the dates specified by Helen Bader Foundation, Inc.*

10. TERM OF GRANT: *It is the present intention of Helen Bader Foundation, Inc. to make distributions in the amounts and for the years shown in the preamble to this Agreement. Helen Bader Foundation, Inc. may unilaterally change the amount to be distributed in any year or terminate the Grant at any time and make no further distributions.*

C. Limitations

1. ACCEPTANCE OF AGREEMENT: *This Agreement shall be null and void if it is not accepted and executed by the Grantee within 180 days after the date it is executed by Helen Bader Foundation, Inc.*

2. COMMENCEMENT OF PROJECT: *This Agreement shall be null and void and all Grant funds shall be repaid by the Grantee if, within 180 days after the date this Agreement is executed by Helen Bader Foundation, Inc., the project described in part A has not commenced and the Grantee has not made use of Grant funds for such project.*

Agreement

THIS AGREEMENT was executed by Helen Bader Foundation, Inc. and Grantee as follows:

HELEN BADER FOUNDATION, INC.
Daniel J. Bader
President

Approval Date
04/29/2014

Grantee/Organization Name
St Ann Center For Intergenerational Care Inc

Address of Grantee
2801 E. Morgan Avenue

The Grantee has informed Helen Bader Foundation, Inc. that the person whose name appears below is authorized to sign this Agreement on behalf of the Grantee.

Designated Authorized Signator
Edna Lonergan

If the above name is correct, please enter the name in the space provided below. If the above name is incorrect, please insert the name of an officer of the Grantee's Board who is authorized to sign this Agreement.

(NOTE: If NOT Officer of Board, please upload written authorization, i.e., By-laws or letter from Board Officer)

Please upload authorization from Board Officer here.

Typed name herein acts as a binding signature. The undersigned hereby agrees to the terms of this Agreement.

By: Authorized Signator
Edna Lonergan

Title of the Authorized Signator
President

Acceptance Verification
By checking the box below, you accept the terms set forth in this Agreement.
Yes

Date Submitted
05/20/2014

Jim *and* Susan Neuberger Foundation

Stop receipt letter

May 19, 0214

Sr. Edna Lonergan
President
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, Wi 53207

Dear Sister:

In response to your letter the Jim and Susan Neuberger Foundation is pleased to enclose a check in the amount of $1,000 to the St. Ann Center for Intergenerational Care.

We would appreciate your sending an acknowledgement to the foundation at the address below.

Sincerely,

Jim Neuberger
Trustee

JIM AND SUSAN NEUBERGER
5025 BARNSTEEPLE CT
OKLAHOMA CITY, OK 73142-5405

EMA Endowment Management Account

353

DATE 5/19/14

87-176/843

HARLAND CLARKE

PAY TO THE ORDER OF ST. ANN CENTER $ 1000.00

ONE THOUSAND AND 00/100 DOLLARS

Security Features Details on Back.

Merrill Lynch
Bank of America

MEMO

Jim Neuberger

⑆084301767⑆ 041154419731⑈0353

5025 Barnsteeple Court / Oklahoma City, OK 73142 / 405.755.6225 / JSNeuberger@cox.net

Scott Walker
Governor

Kitty Rhoades
Secretary

State of Wisconsin

Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
P O BOX 2659
MADISON WI 53701-2659

608-266-1251
FAX: 608-267-2832
TTY: 888-701-1253
dhs.wisconsin.gov

April 25, 2014

St. Ann Center for Intergenerational Care, Inc.
2801 E. Morgan Avenue
Milwaukee, WI 53207

Dear Mr. Schultz:

We are pleased to inform you that your grant proposal to the Wisconsin Department of Health Services Oral Health Program to increase access to dental services has been selected for an award in the amount of $90,131. The Oral Health Program received 22 proposals with requests totaling over 2 million dollars.

Dr. Chaffin will contact you soon to begin negotiations on the terms of the contract. Until a contract is mutually agreed upon and signed by all parties, you are not authorized to incur any expenditures under this program. Additionally, the award for this contract will begin on July 1, 2014.

We look forward to working with you to provide oral health services to our low income populations and ultimately reduce long term health care costs associated with oral disease.

Sincerely,

Karen McKeown, RN, MSN
State Health Officer and Administrator
Division of Public Health

Jeffrey Chaffin, DDS
State Dental Director
Division of Public Health

DHS Copy ☐

Agency Copy ☐

Grant Agreement# 26595
(if applicable)

GRANT AGREEMENT WITH PREPAYMENTS
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
and
St. Ann Center for Intergenerational Care

Oral Health Program

1. PURPOSE

This Grant Agreement (Agreement) and Attachments describe the terms and conditions under which the parties will conduct activities and provide services meeting the needs of clients.

2. PARTIES

A. The State of Wisconsin Department of Health Services (the "GRANTOR") is the state agency responsible for overseeing the coordination and integration of social service programs. The GRANTOR's principal business address is 1 West Wilson Street, Room 218, Madison, Wisconsin 53703-2659.

B. St. Ann Center for Intergenerational Care (the "GRANTEE"), is engaged in the business of providing care and services desired by the GRANTOR. The GRANTEE's principal business address is 2801 E. Morgan Avenue, Milwaukee, WI, 53207-

3. AUTHORITY

Wis. Stat. § 46.036 authorizes the GRANTOR to award grants for needed services.

4. TERM OF AGREEMENT

This Agreement is entered into for the period 7/1/14 through 06/30/15.

5. SERVICES

A. The GRANTEE agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period. If applicable, see Section 34, "Special Provisions," for details.

B. A detailed description of the GRANTEE objectives and the documentation associated with those objectives is listed in the Attachments.

6. COST OF SERVICES

A. The GRANTOR agrees to pay the GRANTEE according to the terms and conditions of this Agreement an amount not to exceed $90,131.00. This amount is contingent upon receipt of sufficient funds by the GRANTOR.

B. The GRANTOR will not make payments for costs in excess of the Grant Agreement amounts or costs incurred outside the Grant period. Further, the GRANTOR will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.

C. If required, a detailed budget breakdown and explanation is included in an Attachment, which is attached to and incorporated in this Agreement by reference.

D. If applicable, add funding control language:

7. CONTACT INFORMATION

A. The contact information for the GRANTOR's Contract Administrator is:

Cindy Musial
1W WILSON ST RM B158
PO BOX 2659
MADISON WI 53707-2659

Telephone: (608) 267-3860
FAX: (608) 266-2895
E-mail: cynthia.musial@wisconsin.gov

If the primary Contract Administrator is unable to administer this Agreement, the GRANTOR will contact the GRANTEE and designate a new Contract Administrator.

B. The contact information for GRANTEE's Contract Administrator is:

Laura Cherek-Laabs
2801 E. Morgan Avenue
Milwaukee, WI 53207

Telephone: (414) 977-5087
FAX:
E-mail: nschultz@stanncenter.org

If the primary Contract Administrator is unable to administer this Agreement, the GRANTEE will contact the GRANTOR and designate a new Contract Administrator.

8. PAYMENT FOR SERVICES

A. GRANTOR will assign a profile number to the GRANTEE.

B. The GRANTOR, following execution of this Agreement, but not prior to the 1st day of the grant period, may pay to the GRANTEE one (1) month's estimated operating costs of the Agreement amount for each of the 1st three (3) months of this Agreement. If such prepayments are made, the prepayments shall be recovered from future payments due the GRANTEE under this Agreement.

C. The GRANTEE shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference. *See*, Allowable Cost Policy Manual at: http://www.dhs.wisconsin.gov/grants/administration/allowablecost/acpm.htm.

D. The GRANTEE shall submit expenditures on the form required by the Department to the following e-mail: mailto:DHS600RCARS@dhs.wi.gov.

E. Payments to the GRANTEE will be made monthly based on expenditures submitted by the GRANTEE on the form required by the Department.

F. The GRANTOR will mail legal notices to the GRANTEE at the address in Section 7.B., unless otherwise notified by the GRANTEE.

All payments will be made as electronic funds transfer (ETF). Non-municipalities (Non-Profit, UW Departments, other state agencies) will receive their check on the 1st of the month or the 1st banking day following the scheduled payment date, whichever is later. CARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following web site and should be reviewed and/or printed each month for each agency type for account reconciliation. http://apps.health.wisconsin.gov/cars/GetIndexServlet

G. Payments to the GRANTEE, including any prepayments, shall not exceed the total Agreement amount.

H. If the GRANTOR determines, after notice to GRANTEE and opportunity to respond, that payments were made that exceeded allowable costs, the GRANTEE shall refund the amount determined to be in excess within 30 days of invoicing or notification by the GRANTOR. The GRANTOR may, at its sole discretion, effectuate such refund by withholding money from future payments due the GRANTEE at any time during or after the Agreement period. The GRANTOR reserves the right to recover such excess funds by any other appropriate legal means.

9. REPORTING

A. The GRANTEE shall comply with the GRANTOR's program reporting requirements as specified in the applicable Attachment of this Agreement.

B. The required reports shall be forwarded to the GRANTOR's Contract Administrator according to the schedule established by the GRANTOR.

10. FEDERAL AND STATE RULES AND REGULATIONS

A. The GRANTEE agrees to meet State and Federal laws, rules, regulations, and program policies applicable to this Grant Agreement.

B. The GRANTEE will act solely in its independent capacity and not as an employee of the Department. The GRANTEE shall not be deemed or construed to be an employee of the Department for any purpose.

C. The GRANTEE agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

11. AFFIRMATIVE ACTION PLAN AND CIVIL RIGHTS COMPLIANCE

A. Affirmative Action Plan

(1) As required by Wisconsin's Contract Compliance Law under Wis. Stat. § 16.765, every GRANTEE must agree to equal employment and affirmative action policies and practices in its employment programs as follows: In connection with the performance of work under this grant, the GRANTEE agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of the nondiscrimination clause.

(2) The GRANTEE must submit an Affirmative Action Plan to the GRANTOR in accordance with the Contract Compliance Program in the Wisconsin Department of Administration instructions posted on the following website: http://vendornet.state.wi.us/vendornet/contract/contcom.asp.

(3) An Affirmative Action Plan is required from a GRANTEE who receives a state Grant over $50,000 AND who has a workforce of fifty (50) or more employees as of the award date, unless the GRANTEE is exempt by established criteria. The plan is due to the GRANTOR within fifteen (15) working days of the award date of the GRANTEE's Grant. The plan must have been prepared or revised not more than one year prior to the award date of the Grant. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal Grants over $50,000, must submit Affirmative Action Plans in the same manner as other GRANTEES.

(4) The GRANTEE must submit its affirmative Action plan or request for exemption from filing an affirmative action plan in accordance to the Contract Compliance Program within fifteen (15) working days to:

DHS/DES/BSS
AA COODINATOR
1 W WILSON ST RM 655
PO BOX 7850
MADISON WI 53707-7850

or submit a PDF file to DHSStrategicSourcing@wisconsin.gov.

B. Civil Rights Compliance

(1) For agreements for the provision of services to clients, the GRANTEE must comply with Civil Rights requirements. GRANTEES with an annual work force of less than twenty-five (25) employees, regardless of Grant amount, and GRANTEES with Grants of less than $50,000 are not required to complete and maintain on file a Civil Rights Compliance Plan that covers the length of the Grant or the most recent published Civil Rights Compliance Requirements for the

DHS. However, they must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance. GRANTEES with an annual work force of twenty-five (25) employees and Grant agreements of $50,000 or more shall complete and keep on file a Civil Rights Compliance Plan compliant with the most recent DHS Civil Rights Compliance Requirements publication. All GRANTEES must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance and complete their Civil Rights Compliance Plan within fifteen (15) working days of the award date of the agreement or Grant. The most recent published Civil Rights Compliance Requirements are outline on the following website: http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm.

(2) Civil Rights Compliance Letters of Assurances should be sent to:

DHS
OFFICE OF AA AND CIVIL RIGHTS COMPLIANCE
1 W WILSON ST RM 561
PO BOX 7850
MADISON WI 53707-7850

Telephone: (608) 266-9372 (Voice)
1-888-701-1251 (TTY)
FAX: (608) 267-2147 (Fax)
Email: David.Duran@wi.gov

(3) The GRANTEE agrees that it will comply with all Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Health Service Act; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981; the American with Disabilities Act (ADA) of 1990; the Wisconsin Fair Employment Act and applicable amendments; and other Federal Civil Rights laws listed in the Civil Rights Compliance Plan.

(4) No qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age (USDA-FNS program funding protects political belief or political affiliation when Food Stamp Act funding is received). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the GRANTEE are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

(5) No qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. Unless otherwise exempted under Executive Order 11246, as amended, and Section 503 of the Rehabilitation of 1973, or if the GRANTEE is considered to be a Federal GRANTOR, the GRANTEE assures

that it will comply with these requirements. All employees of the GRANTEE are expected support goals and programmatic activities relating to non-discrimination in employment.

(6) The GRANTEE shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator when the GRANTEE is engaged in the provision of service delivery. The discrimination complaint process must be posted in conspicuous places available to applicants and recipients of services, and applicants for employment and employees. The complaint process will be according to the GRANTOR'S standards and the GRANTEE shall post the complaint process notice translated into the major primary languages of the Limited English Proficient participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The GRANTEE shall not request interpretation services from family members, friends and minors. However, the participant may request a family member or friend to serve as interpreter. Under no circumstance will a minor be allowed to serve as interpreter.

(7) The GRANTEE agrees to comply with the GRANTOR'S guidelines for ensuring Access and Equal Opportunity in Service Delivery and Employment by Recipients of Federal and State Funded Programs, Services and Activities issued by the State of Wisconsin, Department of Health Services, Department of Children and Families and Department of Workforce Development; which can be found on the following website: http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm.

(8) Requirements herein stated apply to any sub-grants or grants. The GRANTEE has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the GRANTOR has a direct Grant with another GRANTEE'S subcontractor, the GRANTOR will assume direct responsibility for monitoring and assuring compliance of the mutual subcontractors.

(9) The GRANTOR will monitor the Civil Rights Compliance of the GRANTEE. The GRANTOR may conduct reviews to ensure that the GRANTEE is ensuring compliance by its subcontractors according to guidelines in the State of Wisconsin Department of Workforce Development, Department of Children and Families and Department of Health Services most recent Civil Rights Compliance Plan requirements. The GRANTEE agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by GRANTEE, as well as interviews with staff, clients, and applicants for services, subcontractors, GRANTEES, and referral agencies. The reviews will be conducted according to Department procedures. The GRANTOR will also conduct reviews to address immediate concerns of complainants.

(10) Where the GRANTOR has a direct Grant with another GRANTEE's subcontractor, the GRANTEE need not monitor the subcontractor's compliance with the Civil Rights Compliance Plan.

(11) The GRANTEE agrees to cooperate with the GRANTOR in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

C. The GRANTEE agrees to all of the following:

(1) Hire staff with special translation or sign language skills, or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client.

(2) Provide reasonable accommodations or language assistance to the client during the application process, in the receipt of services, and in the processing of complaints or appeals.

(3) Train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics.

(4) Make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired.

(5) Post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

12. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions used in this section:

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

(2) "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

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

B. The GRANTEE shall not use Confidential Information for any purpose other than the limited purposes set forth in this Grant, and all related and necessary actions taken in fulfillment of the obligations thereunder. The GRANTEE shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Grant and who have been apprised of, and agree to maintain, the confidential nature of such information according to the terms of this Grant.

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

D. GRANTEE shall ensure that all identifying marks of confidentiality contained on or included in any item of Confidential Information shall be reproduced by GRANTEE on any reproduction, modification, or translation of such Confidential Information. If requested by the State, GRANTEE shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

E. If requested by the Department, GRANTEE shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement.

13. SUBGRANTS

A. The GRANTOR reserves the right of approval of any sub-grants and the GRANTEE shall report information relating to sub-grants to the GRANTOR. A change in a subcontractor or a change from direct service provision to a sub-grant may only be executed with the prior written approval of the GRANTOR. In addition, GRANTOR approval may be required regarding the terms and conditions of a sub-grant, and the subcontractors selected. Approval of a sub-grantee will be withheld if the GRANTOR reasonably believes that the intended sub-grantee will not be a responsible GRANTEE in terms of services provided and costs billed.

B. The GRANTEE retains responsibility for fulfillment of all terms and conditions of this Grant Agreement when it enters into a sub-grant agreement and will be subject to enforcement of all the terms and conditions of this Grant Agreement.

14. GENERAL PROVISIONS

A. Any payments of monies to the GRANTEE by the GRANTOR for services provided under this Grant Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured-bank. Any balance exceeding FDIC coverage must be collaterally secured.

B. The GRANTEE shall conduct all procurement transactions in a manner that provides maximum open and free competition.

C. The GRANTEE shall not engage the services of any person concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to

this Grant Agreement without the written consent of the employer of such person or persons and of the GRANTOR.

D. If a state public official (*see*, Wis. Stat. § 19.42), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10% interest is a party to this Grant Agreement; and, if this Grant Agreement involves payment of more than $3,000 within a 12-month period, this Grant Agreement is void unless appropriate written disclosure is made according to Wis. Stat. § 19.45(6), before signing the Grant Agreement. Written disclosure, if required, must be made to the State of Wisconsin Government Accountability Board at:

WI GAB
212 E WASHINGTON AVE FL 3
MADISON WI 53703- 4232

Telephone: (608) 266-8005
Fax: (608) 267-0500

E. If the GRANTEE or any sub-grantee is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Grant Agreement that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Wis. Stat., Chs. 180 and 181, relating to foreign corporations.

F. The GRANTEE agrees that funds provided under this Grant Agreement shall be used to supplement or expand the GRANTEE'S efforts, not to replace or allow for the release of available local (GRANTEE) funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

A. The GRANTEE'S accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by the GRANTOR as contained in Section 9 of this Agreement, and support expenditure reports submitted to the GRANTOR.

B. The GRANTEE shall reconcile costs reported to the GRANTOR for reimbursement or as match to expenses recorded in the GRANTEE'S accounting or simplified bookkeeping system on an ongoing and periodic basis. The GRANTEE agrees to complete and document reconciliation at least quarterly, and to provide a copy to the GRANTOR upon request. The GRANTEE shall retain the reconciliation documentation according to approved records retention requirements.

C. Expenditures of funds from this Grant Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual.

16. CHANGES IN ACCOUNTING PERIOD

A. The GRANTEE shall notify the GRANTOR of any change in its accounting period and provide proof of Internal Revenue Service (the "IRS") approval for the change.

B. Proof of IRS approval shall be considered verification that the GRANTEE has a substantial busi reason for changing its accounting period.

C. A change in accounting period shall not relieve the GRANTEE of reporting or audit requirements o this Grant Agreement. An audit meeting the requirements of this Grant Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the GRANTEE for fire and extended coverage of any equipment funded under this Grant Agreement, which the GRANTOR retains ownership of, and which is in the care, custody, and control of the GRANTEE.

B. The GRANTOR shall have all ownership rights in any computer hardware funded under this Grant Agreement or supplied by the GRANTOR and in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this Grant Agreement. The GRANTEE is responsible for keeping all of GRANTOR's property reasonably secure from theft, damage or other loss.

C. The GRANTEE agrees that if any materials are developed under this Grant Agreement, the GRANTOR shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Grant Agreement, shall be promptly and fully reported to the GRANTOR.

18. AUDITS

A. *Requirement to Have an Audit*: Unless waived by the GRANTOR, the GRANTEE shall submit an annual audit to the GRANTOR if the total amount of annual funding provided by the GRANTOR (from any and all of its Divisions or subunits taken collectively) through this and other Grants is $25,000 or more. In determining the amount of annual funding provided by the GRANTOR, the GRANTEE shall consider both: (a) funds provided through direct Grants with the GRANTOR; and (b) funds from the GRANTOR passed through another agency which has one or more Grants with the GRANTEE.

B. *Audit Requirements*: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, Wis. Stat.§ 46.036, *Government Auditing Standards*, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide (www.ssag.state.wi.us). The audit shall also comply with the requirements in OMB Circular A-133, titled: "Audits of States, Local Governments, and Non-Profit Organizations," if the agency meets the criteria for needing a federal single audit.

C. *Reporting Package*: The Auditor shall send to the GRANTOR a reporting package which includes all of the following:

(1) Financial statements and other audit schedules and reports required for the type of audit applicable to the GRANTEE.

(2) The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.

(3) Management responses/corrective action plan for each audit issue identified in the audit.

D. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the grantee/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

E. *Access to Auditor's Work Papers*: When contracting with an audit firm, the GRANTEE shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

F. *Access to GRANTEE Records*: The GRANTEE shall permit appropriate representatives of the Department or GRANTOR, or both, to have access to the GRANTEE'S records and financial statements as necessary to review GRANTEE's compliance with the Federal and State requirements for the use of the funding.

G. *Failure to Comply with the Audit Requirements*: If the GRANTEE fails to have an appropriate audit performed or fails to provide a complete audit report to the GRANTOR within the specified timeframes, the GRANTOR may do any of the following:

(1) Conduct an audit or arrange for an independent audit of the GRANTEE and charge the cost of completing the audit to the GRANTEE;

(2) Charge the GRANTEE for all loss of Federal or State aid or for penalties assessed to the GRANTOR because the GRANTEE did not submit a complete audit report within the required timeframe; and/or

(3) Disallow the cost of audits that do not meet these standards.

H. *Closeout Audits*:

(1) A specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the GRANTEE ceases operations, or when the GRANTEE changes its accounting period (fiscal year). The purpose of the audit is to close out the short accounting period. The required closeout audit may be waived by the GRANTOR upon written request from the GRANTEE, except when the Agreement is terminated for cause. The required closeout audit may not be waived when an Agreement is terminated for cause.

(2) The GRANTEE shall ensure that its auditor contacts the GRANTOR prior to beginning the audit. The GRANTOR, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the GRANTEE and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the GRANTOR, is the responsibility of the GRANTEE.

(3) The GRANTOR may require a closeout audit that meets the audit requirements specified in paragraph B., above. In addition, the GRANTOR may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 Compliance Supplement and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.

(4) All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

19. OTHER ASSURANCES

A. The GRANTEE shall notify the GRANTOR in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Worker's Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the GRANTEE, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

B. The GRANTEE shall notify the GRANTOR, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of Five Hundred Dollars ($500), or when total past due liabilities to any one or more vendors exceed One Thousand Dollars ($1000), related to the operation of this Grant Agreement for which the GRANTOR has reimbursed or will reimburse the GRANTEE. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the GRANTEE to resolve the dispute.

C. The GRANTOR may require written assurance at the time of entering into this Agreement that the GRANTEE has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the GRANTOR up to $500,000.

20. RECORDS

A. The GRANTEE shall maintain both written and electronic records as required by State and Federal law and as required by program policies. Records shall be maintained using accepted filing practices to allow for ready access.

B. The GRANTEE and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of the GRANTOR'S records that the GRANTEE accesses to provide services under this Grant Agreement.

C. The GRANTEE shall maintain and retain such records and financial statements for six (6) years from the closeout of the Grant in accordance with DHS retention period for Grant Management Records. In addition, records for periods which are under audit or subject to dispute or litigation MUST BE RETAINED until the audit/dispute/litigation, and any associated appeal periods have ended.

D. The use or disclosure by any individual, of any information, for any purpose not connected with the administration of the GRANTEE'S or the GRANTOR'S responsibilities under this Grant, is prohibited, except with the INFORMED, written consent of the eligible individual or the individual's legal guardian.

E. The GRANTEE, upon the GRANTOR'S request, will transfer records under this Grant Agreement at no cost to the GRANTOR. The GRANTEE shall index and organize records to be transferred in the manner directed by the GRANTOR.

21. AGREEMENT REVISIONS AND/OR TERMINATION

A. The GRANTEE agrees to re-negotiate with the GRANTOR the terms and conditions of this Grant Agreement or any part thereof in such circumstances as:

(1) Increased or decreased volume of services;

(2) Changes required by State and Federal law or regulations, or court action; or,

(3) Increase or reduction in the monies available affecting the substance of this Grant Agreement.

B. Failure to agree to a re-negotiated Grant Agreement under these circumstances is cause for the GRANTOR to terminate this Grant Agreement.

C. This Grant Agreement may be terminated for any reason by a 30-day written notice by either party.

D. This Grant Agreement may be revised by mutual agreement. The revision will be effective only when the GRANTOR and GRANTEE attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties unless the revision is to add funds.

E. The GRANTEE shall notify the GRANTOR whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the GRANTOR shall determine whether such inability may require revision or termination of this Agreement.

F. If the GRANTOR terminates this Agreement before the expiration date for reason other than non-performance by the GRANTEE, then funds due to the GRANTEE for performance by the GRANTEE before termination shall remain due and owing and be promptly paid by GRANTOR to GRANTEE. Actual financial losses incurred by the GRANTOR due to the failure of GRANTEE to comply with this Agreement may be deducted by GRANTOR.

G. The GRANTOR reserves the right to reduce the total amount of the Grant due to substantial un spending by the GRANTEE. All such Grant Agreement reductions will become effective upon thirty (30) days written notice to the GRANTEE and shall not relieve the GRANTEE of any programmatic requirements.

22. NON-COMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Grant Agreement may be considered cause for revision, suspension or termination of this Grant Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the GRANTEE under this Grant Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Grant Agreement and any other measure that suspends the GRANTEE'S participation in the Grant Agreement if the GRANTOR determines it is necessary to protect the interests of the state.

B. The GRANTEE shall provide written notice to the GRANTOR of all instances of non-compliance with the terms of this Agreement by the GRANTEE or any of its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the GRANTEE became aware of the non-compliance. The written notice shall include information on the reason for and effect of the non-compliance. The GRANTEE shall provide the GRANTOR with a plan to correct the non-compliance.

C. If GRANTOR determines that non-compliance with this Agreement has occurred, or continues to occur, it shall demand immediate correction of continuing non-compliance and seek remedial measures it deems necessary to protect the interests of the State up to an including termination of the Agreement or the imposing of additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.

D. If audits are not submitted when due, the GRANTOR may take action as provided in the Auditing Requirements section of this Agreement.

E. If required statistical data, reports and other required information, other than audits, are not submitted when due, the GRANTOR may withhold all payments that otherwise would be paid the GRANTEE under this Grant Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between the GRANTOR and GRANTEE under this Agreement, including the GRANTOR'S finding of non-compliance and imposition of remedial measures, the following process will be the exclusive administrative review:

A. *Informal Review*: The GRANTOR'S and GRANTEE'S Contract Administrators will attempt to resolve the dispute. If a dispute is not resolved at this Step, then a written statement to this effect must be signed and dated by both Contract Administrators. The written statement must include all of the following:

(1) A brief statement of the issue;
(2) The steps that have been taken to resolve the dispute; and
(3) Any suggested resolution by either party.

B. *Division Administrator's Review*: If the dispute cannot be resolved by the Contract Administrators, the GRANTEE may request a review by the Administrator of the Division in which the GRANTOR'S Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department. A request under this Step must be received by the Division Administrator (or Deputy Secretary) within 14 days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.

C. *Secretary's Review*: If the dispute is unresolved at Step B, the GRANTEE may request a Final Review by the Secretary of the Department. A request under this Step must be received by the Office of the Secretary within 14 days after date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

A. The due date of the final fiscal report shall be ninety (90) days after the Grant Agreement period ending date.

B. Expenses incurred during the Grant Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

25. INDEMNITY

To the extent authorized under State/Federal laws, the GRANTOR and GRANTEE agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

26. SURETY BOND

The GRANTOR may require the GRANTEE to have a surety bond. The surety bond shall be in force for the period of the Grant Agreement and shall be a reasonable amount to be determined by the GRANTOR. The amount of the bond shall be no less than the amounts of any pre-payments under this Grant Agreement.

27. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Grant Agreement is contingent upon authority granted under the laws of the state of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of the GRANTOR shall serve to revise or terminate this Agreement, except as further agreed to by the parties.

B. The GRANTOR and GRANTEE understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire Agreement between the parties is contained herein, e for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

28. **DEBARMENT OR SUSPENSION**

The GRANTEE certifies that neither the GRANTEE organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., but not limited to, General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The GRANTEE further certifies that potential sub recipients, contractors, any of their principals are not debarred, suspended or proposed for debarment.

29. **GOVERNING LAW**

This Agreement shall be governed by the laws of the state of Wisconsin.

30. **SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

31. **ASSIGNMENT**

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

32. **MULTIPLE ORIGINALS**

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

33. **CAPTIONS**

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

34. **SPECIAL PROVISIONS, IF APPLICABLE**

A. The following Special Provisions are required: none

B. Agency Providing Funding:

C. Funding Percentages: Federal: State: Other:

D. CFDA #:

E. Match Requirements:

35. This Grant Agreement becomes null and void if the time between the earlier dated signature and the latter dated signature of the GRANTEE and GRANTOR's Authorized Representatives on this Agreement, exceeds sixty (60) days inclusive of the two signature dates.

- THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. -

SIGNATORIES TO THIS AGREEMENT

GRANTEE's Authorized Representative — Date 10-1-14
Edna Lonergan
President

Agency DUNS No. 8 7 8 2 0 9 5 5 0

GRANTOR's Authorized Representative — Date
Chuck J. Warzecha
Administrator / Deputy Administrator, Division of Public Health
Department of Health Services

CARS PAYMENT INFORMATION

The information below is used by the DHS's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Agreement.

Agency Name: St. Ann Center for Intergenerational Care

Grant Agreement #, if applicable: 26595

Total Grant Agreement Amount: $90,131

Agency Number	Agency Type	Grant Agreement Period	Profile ID Number	Grant Agreement Amount	Program Name (abbreviate)	If applicable, add any additional Profile Notes
3917577565	590	7/1/14 - 6/30/15	170000	$90,131	Oral Health	
				$		
				$		
				$		
				$		
				$		
				$		
				$		
				$		
				$		
Grant Agreement Amount Total				**$90,131.00**		

Match Required: No If Yes, Profile ID# Amount: $

The Harry and Jeanette Weinberg Foundation, Inc.

7 Park Center Court, Owings Mills, Maryland 21117
PHONE 410.654.8500 FAX 410.654.4900 www.hjweinbergfoundation.org

TRUSTEES
Ellen M. Heller, Chair
Donn Weinberg
Barry I. Schloss
Robert T. Kelly, Jr.
Alvin Awaya

PRESIDENT
Rachel Garbow Monroe

May 15, 2014
Request ID No. 16662

Edna Lonergan, President
St. Ann Center for Intergenerational Care, Inc.
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sister. Lonergan:

Congratulations!

We are pleased to inform you that the Trustees of The Harry and Jeanette Weinberg Foundation, Inc. have authorized a 4–year Capital Grant award to St. Ann Center for Intergenerational Care, Inc. in the amount of $1,500,000 to support the construction of a inter-generational day care center for the elderly with dementia and adults and children with cognitive and developmental disabilities.

A grant agreement for you to sign and return will be mailed to you in due course. No legal obligation exists until that formal agreement has been signed and fully executed. The initial disbursement will be released according to the payment requirement(s) outlined in the fully executed agreement.

We wish you a productive and successful year.

Sincerely,

Donn Weinberg
Executive Vice President

Michael Marcus
Program Director

The Harry and Jeanette Weinberg Foundation, Inc.

7 Park Center Court, Owings Mills, Maryland 21117
PHONE 410.654.8500 FAX 410.654.4900 www.hjweinbergfoundation.org

TRUSTEES
Ellen M. Heller, Chair
Donn Weinberg
Barry I. Schloss
Robert T. Kelly, Jr.
Alvin Awaya

PRESIDENT AND CEO
Rachel Garbow Monroe

August 6, 2015
Grant ID Nos: 09-2216 / 16662

Edna Lonergan, President
St Ann Center For Intergenerational Care, Inc.
2801 East Morgan Avenue
Milwaukee, WI 53207

Re: Copy of Agreement and Payment Requirement(s)

Dear Sister Lonergan:

For your records, enclosed is a fully executed Letter Agreement dated May 6, 2014 between The Harry and Jeanette Weinberg Foundation, Inc. (the "Foundation") and St Ann Center For Intergenerational Care, Inc. (the "Grantee").

In accordance with the enclosed Letter Agreement, please note the outstanding reporting requirement(s) below for the Foundation to release the initial payment for the grant to support the construction of a inter-generational day care center for the elderly with dementia and adults and children with cognitive and developmental disabilities:

Due Date	Type	Description of Requirement
9/1/2015	Payment Requirement	• Construction budget • Certification of facts • Certification of a valid building permit • Certification of contractor's license, etc.

The Foundation extends our best wishes to you for continued success and looks forward to hearing about your accomplishments during the year.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Michael Marcus, Program Director
phone: (410) 654-8500 x244 * *email:* mmarcus@hjweinberg.org

Enclosure: Fully Executed Agreement

The Harry and Jeanette Weinberg Foundation, Inc.

7 Park Center Court, Owings Mills, Maryland 21117
PHONE 410.654.8500 FAX 410.654.4900 www.hjweinbergfoundation.org

TRUSTEES
Ellen M. Heller, Chair
Donn Weinberg
Barry I. Schloss
Robert T. Kelly, Jr.
Alvin Awaya

PRESIDENT AND CEO
Rachel Garbow Monroe

CAPITAL PROJECT AGREEMENT

Request ID No. 16662

On this date -- June 25, 2015 -- the parties to this Capital Project Agreement (the "**Agreement**") agree that the Foundation will make a grant ("**Grant**") to the Grantee (as each is defined below) as follows:

1. **The Parties:**

(a) **The Foundation:** The "**Foundation**" shall mean:

The Harry and Jeanette Weinberg Foundation, Inc.
(a Maryland, USA, non-profit corporation, private foundation)
7 Park Center Court
Owings Mills, MD 21117-4200
United States

(b) **The Grantee:** The "**Grantee**" shall mean:

St. Ann Center for Intergenerational Care, Inc.
(an Internal Revenue Code ("IRC") § 501(c)(3) public charity described in IRC § 509(a)(1) and incorporated in Wisconsin)
2801 East Morgan Avenue
Milwaukee, WI 53207
United States

(c) **Purpose of the Grantee:** To provide community-based health and educational services for children and frail adults, and to serve as a resource and support system for caregivers.

(d) **Purpose of the Grant:** To support the charitable and educational purposes of the Grantee by providing funding for a project of the Grantee (the "**Capital Project**") that involves the construction of an approximately 80,000 square foot inter-generational day care center for the elderly with dementia and adults and children with cognitive and developmental disabilities.

(e) **The Grantee's Control and Discretion:** The Foundation acknowledges that the Grantee will exercise complete control and discretion regarding the use of the Grant, including the expenditures of the Capital Project, any transfer of Grant funds associated with the Capital Project, and the selection of any secondary recipients of the Grant. The Foundation will not have any influence over such expenditures, transfer of funds, or selection process, and the Grantee will make all decisions completely independently of the Foundation. The Grantee will ensure that the use of the Grant, including the expenditures of the Capital Project, any transfer of Grant funds associated with the Capital Project, and the selection of any secondary recipients of the Grant, will advance charitable and educational purposes.

2. **The Capital Project:**

(a) **Address:** 2450 W. North Avenue, Milwaukee, WI 53206

(b) **Total Cost:** $18,068,640

(c) **Targeted Geographic Area:** Milwaukee, WI

(d) **Other Relevant Information:** Building is 75% completed as of 6/15/15 and on schedule to be completed by August 15, 2015. Also on schedule for occupancy on 9/1/15

(e) **Additional Information:** See attached **Exhibit A**

3. **Funding of the Capital Project:**

(a) **Old Commitments:** Current funding commitments and payments received solely for the Capital Project, not for endowments or operations (**"Old Commitments"**): **$16,568,640**. Old Commitments have been provided by the following funders:

Funder	Commitment Amount	Amount Paid	Amount to be Paid
Cumulative Amount of Individual Contributions	$9,075,931	$6,371,500	$2,704,431
New Markets Tax Credits	$3,792,709	$3,792,709	$0
BMO Harris Mortgage	$2,088,000	$2,088,000	
IFF Mortgage	$1,500,000	$1,500,000	
Zimmerman Architectural Studios	$112,000	$112,000	$0
Total	$16,568,640	$13,864,209	$2,704,431

(b) **Funding Gap:** Before the Grant, the funding gap to complete the Capital Project is as follows:

(1) Commitment Gap: **$1,500,000**

(2) Payment Receipt Gap: **$2,704,431**

(c) **Encumbrances/Liens:** Any one or more of the funders listed in ¶ 3(a) may impose liens or encumbrances based on their funding of the Capital Project. The Grantee shall notify the Foundation of any such liens or encumbrances within 30 days of receipt of any notice regarding such liens or encumbrances.

(d) **Other relevant information:** N/A

4. **Details Regarding Payment of the Grant:**

(a) **Amount of the Grant:** $1,500,000

(b) **Payment:** Grant payments shall be "made payable" and mailed to:

St. Ann Center for Intergenerational Care, Inc.
Sister Edna Lonergan, President
2801 East Morgan Avenue
Milwaukee, WI 53207

(c) **Challenge Grant:** The Grant is a challenge grant.

(1) Challenge Grant Conditions Precedent: The Grant is a challenge grant, the conditions precedent to the payment of which are as follows:

(A) The Grantee must receive in cash the outstanding amount of Old Commitments stated in ¶ 3(a), by the time of the Foundation's final Grant payment.

(B) The Grantee must receive Matching Collections, as defined in ¶ 4(c)(2), in the following total amount to match the Foundation's second installment: **$375,000.**

(i) Matching Collections in excess of that amount shall be credited toward payments on Old Commitments.

(2) Matching Collections - Definition: Matching Collections shall be defined as funds that satisfy the following two conditions:

(A) A funding commitment, other than Old Commitments and the Grant, with respect to the funds has been made toward the Capital Project between the following inclusive dates: **May 1, 2014 through April 30, 2017**; and

(B) Actual cash payment on the funding commitment has been received by the Grantee between the same inclusive dates; the Grantee actually collects cash payments. Payments on the Grant and Old Commitments do *not* count toward Matching Collections.

(d) **Grant Installments:** The Foundation shall pay the Grant by making four installments to be paid as follows:

(1) **First Grant Installment:** The Foundation's first installment shall be in the amount of **$375,000** and shall be paid to the Grantee by no later than one month from (i) the date that this Agreement is fully executed by all parties hereto and (ii) the date that all of the conditions in sub-¶¶ (A) and (B) just below are satisfied and furnished to the Foundation as part of a written grant installment request. *Matching Collections are not necessary to trigger payment of this Installment.*

(A) Percentage or stage of Capital Project to be completed for this installment: **N/A**

(B) Other documentation requirements:

(i) An updated, detailed construction budget, covering all hard and soft costs of the Capital Project, showing actual expenditures compared with budget, and providing an updated, good faith estimate for substantial completion of the Capital Project.

(ii) Certification that all of the facts stated herein that were provided by the Grantee are and/or remain true, including without limitation, that the Grantee owns the land upon which the Capital Project is located.

(iii) Certification, if applicable at the time, that the Grantee received a valid building permit from all appropriate governmental agencies to construct the Capital Project.

(iv) Certification, if applicable at the time, that the contractor-builder for the Capital Project is a duly licensed contractor and either has provided a performance bond and mechanic's and materialmen's lien bond (other than encumbrances) for the Capital Project or is of sufficient capitalization that a bond is not necessary and would unduly increase the cost of the Capital Project.

(2) **Second Grant Installment:** The Foundation's second installment shall be in the amount of **$375,000** and shall be paid to the Grantee by no later than one month from the later of (i) the date of receipt by the Foundation of a certification, in a format similar to the attached **Exhibit B**, that the Grantee has obtained Matching Collections specifically for the Capital Project in the *cumulative* amount of at least **$375,000** and (ii) the date that all of the conditions in sub-¶¶ (A) and (B) just below are satisfied and furnished to the Foundation as part of a written grant installment request.

(A) Percentage or stage of Capital Project to be completed for this installment: **N/A**

(B) Other documentation requirements:

(i) An updated, detailed construction budget, covering all hard and soft costs of the Capital Project, showing actual expenditures compared with budget, and providing an updated, good faith estimate for substantial completion of the Capital Project.

(ii) Certification that all of the facts stated herein that were provided by the Grantee are and/or remain true, including without limitation, that the Grantee owns the land upon which the Capital Project is located.

(iii) Plans and specifications, approved by the Foundation, for the naming recognition required in this Agreement.

(3) **Third Grant Installment:** The Foundation's third grant installment shall be in the amount of **$375,000** and shall be paid to the Grantee by no later than one month from the date that all of the conditions in sub-¶¶ (A) and (B) just below are satisfied and furnished to the Foundation as part of a written grant installment request.

(A) Percentage or stage of Capital Project to be completed for this installment: **Ground Breaking**

(B) Other documentation requirements:

(i) An updated, detailed construction budget, covering all hard and soft costs of the Capital Project, showing actual expenditures compared with budget, and providing an updated, good faith estimate for substantial completion of the Capital Project.

(ii) Certification that all of the facts stated herein that were provided by the Grantee are and/or remain true, including without limitation, that the Grantee owns the land upon which the Capital Project is located.

(4) **Fourth Grant Installment:** The Foundation's fourth grant installment shall be in the amount of **$375,000** and shall be paid to the Grantee by no later than one month from the date that all of the conditions in sub-¶¶ (A) and (B) just below are satisfied and furnished to the Foundation as part of a written grant installment request.

(A) Percentage or stage of Capital Project to be completed for this installment: **substantial completion.** The Grantee shall provide certification that the Capital Project is substantially complete, as certified by the project architect and Capital Project construction manager, and the Grantee shall provide the Foundation a copy of all applicable certificate(s) of occupancy/use.

(B) Other documentation requirements:

(i) Certification that all Old Commitments have been paid in full.

(ii) An updated, detailed construction budget, covering all hard and soft costs of the Capital Project, showing actual expenditures compared with budget.

(iii) Certification that all of the facts stated herein that were provided by the Grantee are and/or remain true, including without limitation, that the Grantee owns the land upon which the Capital Project is located.

(iv) Photos of the completed building as a whole, plus photos of the signage recognizing Harry and Jeanette Weinberg.

(v) Except for the case of the encumbrances and liens explained in ¶ 3(c), proof that all other debts and liens, if any, on the Capital Project have been satisfied, and that the Capital Project is otherwise debt/lien-free.

(vi) The Grantee has executed the instrument referred to in ¶ 8(e) and ¶ 9(d), to facilitate recordation, in reasonable form, in the land records with respect to the Grantee's obligations, respectively, under ¶ 8 and ¶ 9.

(e) Grant installment requests shall be *mailed to the attention of Michael Marcus at the Foundation* and should note the Request ID No. **16662** for proper handling.

(f) **Prohibitions Related to the Grant Amount:** The amount of the Grant, including the payment of any installments of this Grant, shall be subject to the following conditions:

(1) Under no circumstances shall the Grant be in excess of 30% of the total cost of the Capital Project set forth in ¶ 2(b).

(2) Under no circumstances shall the Foundation be required to pay to the Grantee, for capital grants under this Agreement and other capital grant agreements (if any) considered in combination with this Agreement, an amount in excess of the following amount in any continuous 36-month period: **$5.1 million**.

(3) If the total cost of the Capital Project ultimately is less than the amount stated in ¶ 2(b), then the Foundation reserves the right to reduce its Grant amount proportionately. If the total cost of the Capital Project ultimately is more than the amount stated in ¶ 2(b), then the Foundation shall *not* be under any obligation to increase its Grant amount proportionately.

(g) **Termination of the Grant:** Notwithstanding anything above to the contrary, if at any time after the first grant installment, the Foundation determines, in its sole and absolute discretion, that the Capital Project has failed to demonstrate sufficient success to justify a further grant installment, then the Foundation shall have the right to terminate the Grant, shall not be required to make further grant installments or to otherwise continue supporting the Capital Project, and shall not be under any further obligation to the Grantee.

5. **Reports and Records:**

(a) **Annual Reports:** The Grantee shall provide the Foundation with the reports described in **Exhibit C** attached hereto according to the timeline set forth in the exhibit. All reports should be mailed to the attention of *Michael Marcus* at the Foundation and should note the Request ID No. **16662** for proper handling.

(b) **Additional Information:** The Grantee shall provide the Foundation with additional information relevant to the Grant, if any, requested by the Foundation that is reasonable and practicable for the Grantee to provide. The Grantee shall cooperate with the Foundation's requests for additional information.

6. **Grant Funds to Benefit Poor Persons:** Most of the individuals ultimately benefited by the Capital Project shall have financial resources below the median financial resources of persons in the Targeted Geographic Area.

7. **Recognition of the Grant:** The Grantee agrees to publicly recognize and/or to publicize the Grant in an appropriate but modest manner, consistent with the Grantee's past practices. The Grantee shall forward to the Foundation a draft of any proposed press release for the Foundation's advance review and approval before release to the media or press. In addition, in consideration of the Grant, the Grantee shall provide recognition to the Foundation's founders, Harry and Jeanette Weinberg, in the form and manner and according to the requirements set forth below:

(a) The Grantee shall acknowledge the names of Harry and Jeanette Weinberg in perpetuity on the following portion of the Capital Project: **the entire enclosed interior East Wing of the Building (both upstairs & downstairs).**

(b) The Grantee shall use the following name, subject to change by mutual agreement of the parties, for the Named **East Wing: "Harry and Jeanette Weinberg Intergenerational Day Care Center for Older Adults"**

(c) The Grantee shall place the naming recognition at the following locations (subject to change by mutual agreement of the parties): **on the interior main entrance and exit of the Building's East Wing.**

(d) The Grantee shall submit to the Foundation for the Foundation's advance approval artist renderings, plans, and specifications (including but not limited to materials and measurements of elements) of: (i) the signage and (ii) the placement-location of the signage **on the interior main entrance and exit of the Building's East Wing**. The Foundation's approval of such artist renderings, plans, and specifications shall be within the reasonable discretion of the Foundation. This approval process shall be completed before signage actually is created or manufactured for eventual placement.

(e) The signage actually created and manufactured for placement, and the actual placement of the same, shall substantially conform to that which was approved by the Foundation. The signage shall be installed before any public dedication ceremonies take place. A public event shall be held to commemorate the naming.

(f) The Grantee shall ensure that such signage, including any replacements of the signage, is maintained in proper condition in perpetuity. Solely at the Foundation's option and within its sole and absolute discretion, and not in derogation or limitation of any other right possessed by the Foundation, the naming recognition shall be removed by the party in control of the Capital Project if the Foundation, in writing, requests such removal.

(g) Other: In addition, all other corporate identity material for each Grantee agency or affiliate located within the Named **East Wing** shall reflect in an appropriate fashion that the same carries on its business or programs within "The Harry and Jeanette Weinberg Intergenerational Day Care Center for Older Adults" or other name approved in advance by the Foundation.

(h) *Remedy of Specific Performance:*

(1) The naming recognition required herein was an indispensable part of the consideration for the Grant; the Foundation's Articles of Incorporation and By-Laws require the Capital Project naming herein.

(2) Accordingly, if this covenant is violated by the Grantee (*e.g.*, the name recognition signage is permanently removed), then the Foundation may make written demand at any time to the Grantee to cure any such violation. If the Grantee fails or refuses to cure the violation, then monetary damages sustained by the Foundation as a result of the violation would be difficult or even impossible to determine. Therefore, the Foundation shall be entitled to obtain, from any court of competent jurisdiction, an order of specific performance of the Grantee's naming recognition covenants.

8. **New Encumbrances/Transfers of the Capital Project:**

The Foundation acknowledges that at times it may be necessary for a secondary recipient of the Grant funds and/or an affiliate of the Grantee to comply with the requirements of this ¶ 8 on its own behalf or on behalf of the Grantee in order to effectuate the purpose of this ¶ 8. Under such circumstances, the Grantee shall cause a secondary recipient of the Grant funds and/or an affiliate of the Grantee to comply with one or more provisions of this ¶ 8, and such actions taken by a secondary recipient of the Grant funds and/or an affiliate of the Grantee on behalf of the Grantee may satisfy the Grantee's requirements under this ¶ 8.

(a) **New Encumbrances:** Other than in the case of the encumbrances described in ¶ 3(c), the Grantee shall not, from the date of this Agreement through the expiration date stated in ¶ 8(b), mortgage or encumber the Capital Project or the land and/or other improvements thereon or cease to use the same primarily for the purpose of the Grantee, as described in ¶ 1(c), without the prior written consent of the Foundation, which consent shall not be unreasonably refused.

(1) It shall *not* be considered unreasonable for the Foundation to refuse consent for the encumbrance of the Capital Project to raise funds for the operating budgets of the Grantee, the Grantee's agents or affiliates (if any), or any secondary recipient of the proceeds of the Grant, whether or not those parties are associated with the Capital Project.

(b) **Expiration Date of Prohibition:** The expiration date shall occur on the date that is the following number of years from the date of this Agreement: **Forty (40)**

(c) **No Intent to Sell or Further Encumber Real Estate:** The Grantee represents that, to its knowledge, the Grantee and, to its knowledge, potential secondary recipients of the Grant proceeds and affiliates of the Grantee, have not had any formal or informal discussions concerning the possibility, probability, or certainty of any (1) sale of, (2) transfer of title of, or (3) further encumbering of any part of or the entirety of the Capital Project to a third party or third parties. This shall not include any sale, transfer or encumbrance resulting from a transfer for a specific purpose or entity established by the Grantee to own or operate the Capital Project, which shall be permissible in the discretion of the Grantee if deemed appropriate to carry out the Capital Project in accordance with the purpose of the Grant.

(d) **Sale of the Capital Project in the Future:** Notwithstanding anything to the contrary in this Agreement, if the Grantee or another entity involved in the Capital Project, before the expiration date stated in ¶ 8(b), wants to sell or transfer ownership of the Capital Project for the purchase or construction of a replacement real property (land and improvements) at which to continue similar operations for the Grantee or the Grantee's agents or affiliates (if any), then the Grantee shall do the following:

(1) Foundation's Advance Approval Required: The Grantee shall obtain the Foundation's approval prior to such a sale or transfer of ownership. Such approval shall not be unreasonably withheld. A condition precedent for the Foundation's approval is that the Foundation and the Grantee have agreed in writing to the manner in which the Foundation's naming recognition under this Agreement will be transferred in a reasonable and equitable fashion to the replacement real property.

(2) Application of Sale Proceeds to the New Property: The Grantee shall ensure the application of the proceeds of the sale of the Capital Project to the purchase and/or construction of the replacement real property in furtherance of the purpose of the Grant.

(e) **Recordation in Local Land Records:** The Foundation reserves the right to have a cautionary note or other instrument placed in the land records of the local jurisdiction in which the Capital Project is located. The purpose of such recordation is to ensure that the requirements of this ¶ 8 are satisfied in the event the Grantee's obligations hereunder are triggered. The Grantee agrees that it will execute such instrument, in reasonable form submitted by the Foundation to the Grantee, and that it will return such executed instrument to the Foundation within two months of the Foundation's submission so that the Foundation can record the instrument. The Grantee may request an extension of the due date for returning the executed instrument. The Grantee agrees to provide reasonable cooperation with the Foundation's efforts to record the instruments. The same instrument may cover the obligations of both ¶ 8 and ¶ 9.

9. **Substitute Charity Provision:**

The Foundation acknowledges that at times it may be necessary for a secondary recipient of the Grant funds and/or an affiliate of the Grantee to comply with the requirements of this ¶ 9 on its own behalf or on behalf of the Grantee in order to effectuate the purpose of this ¶ 9. Under

such circumstances, the Grantee shall cause a secondary recipient of the Grant funds and/or an affiliate of the Grantee to comply with one or more provisions of this ¶ 9, and such actions taken by a secondary recipient of the Grant funds and/or an affiliate of the Grantee on behalf of the Grantee may satisfy the Grantee's requirements under this ¶ 9.

The Foundation and the Grantee acknowledge that circumstances may arise that would require or make appropriate that the control and/or ownership of the Capital Project be transferred to another IRC § 501(c)(3) charity. This provision is intended to cover the situations in which the Foundation, the Internal Revenue Code, or state law could compel such a transfer. The transferee of such control and/or ownership shall be referred to herein as the "Substitute Charity." Any such transfer shall be subject to the prior written approval of the Foundation, such approval not to be unreasonably withheld. An express condition of any such transfer shall be that the purported Substitute Charity shall have agreed in writing in advance to the transfer and that all covenants and conditions of this Agreement (including all naming recognitions) shall apply to the Substitute Charity.

(a) **In General:** If the Grantee is dissolved for any reason whatsoever, or if the Grantee no longer is exempt under the provisions of IRC § 501(c)(3) or no longer is classified as a public charity described in IRC § 509(a)(1) or (2), or if the Grantee's operations otherwise cease or are about to cease, then, upon written demand by the Foundation to the Grantee, ownership of the Capital Project promptly shall be transferred to a Substitute Charity.

(1) The Substitute Charity may be another IRC § 501(c)(3) public charity described in IRC § 509(a)(1) or (2) that exists within the Grantee's "corporate family" (i.e., affiliate or agency), provided that the corporation's mission is to serve predominantly poor people in the Targeted Geographic Area stated in ¶ 2(c).

(2) If, however, there is no other IRC § 501(c)(3) public charity described in IRC § 509(a)(1) or (2) that exists within the Grantee's "corporate family" (*i.e.*, affiliate or agent) with a mission to serve predominantly poor people in the Targeted Geographic Area stated in ¶ 2(c), then the Substitute Charity shall be another IRC § 501(c)(3) corporation classified as a public charity described in IRC § 509(a)(1) or (2) that is located in the Targeted Geographic Area stated in ¶ 2(c), and that has a mission to serve predominantly poor people in that area, and is not within the Grantee's "corporate family."

(b) **Foundation's Prior Written Approval Required:** Any transfer to a Substitute Charity under this ¶ 9 shall be subject to the prior written approval of the Foundation; the Grantee shall not agree to transfer, and shall not transfer, any property, without the advance written approval of the Foundation. Such approval shall not be unreasonably withheld, conditioned, or delayed. However, the following are two conditions precedent to approval by the Foundation, and the failure to fulfill both conditions precedent shall permit the Foundation to withhold approval without application of a "reasonableness" standard:

(1) . The Grantee and the proposed Substitute Charity promptly shall provide the Foundation with all information and documentation reasonably requested by the Foundation so that the Foundation can assess the wisdom of the proposed transfer (including, but not limited to, considerations of Grantee's Purpose, financial stability, and reputation of the Substitute Charity).

(2) If the Capital Project will become controlled, owned and/or operated by the Substitute Charity, then the Substitute Charity shall agree in writing on a form provided by or approved by the Foundation that all restrictions and requirements of this Agreement (including, but not limited to, the naming of the Capital Project) are fully applicable to the Substitute Charity.

(c) **Remedy of Specific Performance:**

(1) The Substitute Charity provisions of this ¶ 9 are an essential part of the consideration for the Grant. It is important to the Foundation, in light of the substantial size of the Grant, that the Substitute Charity provisions of this ¶ 9 be honored.

(2) If the Substitute Charity provisions of this ¶ 9 are violated by the Grantee (*e.g.*, if Grantee fails or refuses in appropriate circumstances to designate a Substitute Charity and transfer property or funds to it), then the Foundation may make written demand at any time to the Grantee to cure the violation. If the Grantee fails or refuses to cure the violation, then monetary damages sustained by the Foundation as a result of any such violation would be difficult or even impossible to determine. Upon the occurrence of any such event, the Foundation shall be entitled to obtain, from any court of competent jurisdiction, an order of specific performance of the Substitute Charity provisions of this ¶ 9.

(d) **Recordation in Local Land Records:** The Foundation reserves the right to have a cautionary note or other instrument placed in the land records of the local jurisdiction in which the Capital Project is located. The purpose of such recordation is to ensure that the requirements of this ¶ 9 are satisfied in the event the Grantee's obligations hereunder are triggered. The Grantee agrees that it will execute such instrument, in reasonable form, submitted by the Foundation to the Grantee, and that it will return such executed instrument to the Foundation within two months of the Foundation's submission so that the Foundation can record the instrument. The Grantee may request an extension of the due date for returning the executed instrument. The Grantee agrees to provide reasonable cooperation with the Foundation's efforts to record the instruments. The same instrument may cover the obligations of both ¶ 8 and ¶ 9.

10. **Lapse and Termination of Grant Obligation:** If the Capital Project is not substantially completed by the Grant Obligation Expiration Date stated in ¶ 10(a), then the following shall apply:

(a) **Grant Obligation Expiration Date: December 31, 2018**

(b) **Force Majeure (Unavoidable Delays):** If the Grantee is prevented, delayed, or hindered in the performance of any of its obligations under this Agreement due to the impact of strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes of them, enemy or hostile governmental action, riot, civil commotion, or any other cause beyond a party's reasonable control (excluding the financial inability of such party to perform) related to the Capital Project, then such event shall excuse the performance of the Grantee for a period equal to any such prevention, delay, or stoppage. During such period of time ¶¶ (c) through (g) just below shall not apply.

(c) The Foundation's obligation to make Grant payments for the Capital Project, beyond those already made (if any), shall lapse; the Foundation shall not be required to make any further Grant payments under this Agreement.

(d) The Grantee shall return to the Foundation all of the Grant payments already paid by the Foundation to the Grantee but unspent by the Grantee under this Agreement.

(e) If at least 50% of the construction of the Capital Project has been completed when the above-referenced deadline has passed, then the Grantee may make a written request to the Foundation for a reasonable extension of the deadline, which request shall include evidence of completion of at least 50% of the construction of the Capital Project, and the Foundation shall not unreasonably withhold approval of that request.

(f) If at least 50% of the construction of the Capital Project has not been completed when the above-referenced deadline has passed, then the Grantee may make a written request to the Foundation for a reasonable extension of the deadline, but the Foundation shall have the right to withhold approval of that request in its sole, absolute, and arbitrary discretion, regardless of whether its decision would be upheld under a reasonableness standard.

(g) If the Foundation does not pay the full amount of the Grant as a result of the proper application of this ¶ 10, then the naming requirements of this Agreement shall apply only to the extent, and only in the manner, to which the amount actually paid by the Foundation otherwise would qualify for naming recognition, based on objective standards previously established, if at all, by the Grantee (*e.g.*, preexisting listings of naming opportunities available for particular contribution amounts for the Capital Project, and available to potential donors, orally or in writing, before the date of this Agreement).

11. **Compliance with Internal Revenue Code:** No funds pledged and/or received herein (whether principal or interest) shall be used in any manner which would be contrary to the provisions of IRC § 501(c)(3) and/or would adversely affect the Grantee's status as an entity qualified under IRC § 501(c)(3) and a public charity described in IRC §§ 509(a)(1) or (2) and/or the Foundation's status as an entity qualified under IRC § 501(c)(3) and a "private foundation" under IRC § 509(a).

12. **Indemnity Protecting Foundation Against Pending Claims:** The Foundation merely is a donor to the Grantee. The Foundation neither controls nor has the right to control (i) the activities, operations, and expenditures of the Grantee in developing the Capital Project or (ii) the other activities, operations, and expenditures of the Grantee, its affiliates, and/or its agents. It is conceivable that third parties with potential contract, tort, or other claims against the Grantee, its affiliates, and/or its agents, now or in the future, will be confused by the naming of the Capital Project in honor of the Foundation's founders. Such confusion could lead such third parties to believe that the Foundation shares liability with the Grantee and its corporate family. It would be wrong for the Foundation to incur any expense of any type if it is named as a party to such a lawsuit as a result of that confusion. Therefore, the Grantee further covenants as follows:

(a) The Foundation shall be indemnified and held harmless by the Grantee from any risk associated with lawsuits, if any, which currently are pending against the Grantee.

(b) The Grantee is not aware of any claims for damages (not adequately covered by insurance) against it.

(c) The Grantee shall indemnify and hold harmless the Foundation against any third-party claims, demands, damages, losses, costs, and expenses that arise from the activities and operations of the Grantee, its affiliates, and/or its agents, that are associated with the Capital Project.

The Grantee, however, retains all rights against the Foundation as to any breach of this Agreement by the Foundation.Fundraising Commissions/Fees Prohibited: The Grantee represents and warrants that (a) the Grantee has not paid, or agreed to pay, (b) to any Grantee employee, Grantee officer, Grantee board member, or any third party (*e.g.*, outside fund-raiser), (c) any fee, commission, compensation, or remuneration of any kind (d) in any way related to or arising out of the solicitation or receipt of this Grant from the Foundation. This prohibition shall not include normal salaries paid to employees or hourly fees paid to outside fundraisers. If the Grantee is unable truthfully to make this representation and warranty, then the Grantee shall not sign this Agreement, and shall disclose all relevant facts to the Foundation as to why the Grantee is unable truthfully to make this representation and warranty. False representation in this regard, or future payment of such fee, commission, or compensation in violation of the Grantee's representation and warranty, shall be a violation of this Agreement and shall require the return to the Foundation of any amounts paid by the Grantee in violation of its representation and warranty. The Grantee shall obtain substantially similar representations, warranties, and covenants from any secondary recipient of the proceeds of the Grant prior to its payment of any Grant proceeds to the recipient.

13. **Anti-Terrorism; Foreign Corrupt Practices Act**

(a) **Anti-Terrorism:** The Grantee shall not use any Grant funds for the support of terrorist or other unlawful activities, including, without limitation, the payment of funds to persons on the "specially designated nationals" list maintained by the United States Office of Foreign Assets Control. The Grantee represents and warrants that neither the Grantee nor any agent of the Grantee currently does, or in the future will, directly or indirectly engage in,

promote, or support other organizations or individuals who engage in, promote, or support terrorist activity.

(b) **Foreign Corrupt Practices Act:** The Grantee and its board members, officers, employees, and agents agree to comply completely and at all times with the United States Foreign Corrupt Practices Act of 1977, as revised, and all applicable anti-corruption laws and regulations of any foreign jurisdiction in which Grant funds may be used. Accordingly, the Grantee represents and warrants that the Grantee and its board members, officers, employees, and agents shall not at any time, either directly or through an intermediary, offer, pay, promise to pay, or authorize the payment of money, or offer, give, promise to give, or authorize the giving of anything of value to an official, employee, officer or representative of any government or department, agency or instrumentality of any government, political party, party official or candidate for political office, or any other person in a trade or business for purposes of inducing such person to use his or her influence for the benefit of the Grantee in any way.

(c) The Grantee shall obtain representations, warranties, and covenants that are substantially similar to those made in this ¶ 14 from any secondary recipient of the proceeds of the Grant prior to its payment of any Grant proceeds to the recipient.

14. **Contact Information for Correspondence, Notes, and/or Reporting:** All correspondence, notices, and/or reporting sent pursuant to this Agreement shall include the Grantee ID Number 16662 and shall be sent in writing or by email to the following:

(a) **To the Grantee:**

St. Ann Center for Intergenerational Care, Inc.
Sister Edna Lonergan, President
2801 East Morgan Avenue
Milwaukee, WI 53207
E-mail: SrEdnaLonergan@stanncenter.org

(b) **To the Foundation:**

Michael Marcus
The Harry & Jeanette Weinberg Foundation, Inc.
7 Park Center Court
Owings Mills, MD 21117-4200
E-mail: mmarcus@hjweinberg.org
Grant ID (*must be included*): 16662

15. **No Assignment:** Unless otherwise provided herein, the Grantee shall not assign, or otherwise transfer, its rights, or delegate any of its responsibilities under the Grant without the prior written approval of the Foundation.

16. **No Implication of Further Grants:** There shall not be any implication or inference from the Grant that any further grants will be made by the Foundation to the Grantee. Such future decisions shall be within the sole and absolute discretion of the Foundation.

17. **Amendments:** If necessary or desirable in the future, at the request of the Foundation, the Grantee shall sign appropriate amendments to this Agreement so that this Agreement will facilitate the Foundation's compliance with its obligations under IRC § 501(c)(3) and Chapter 42 of the IRC (or successor provisions of the IRC). By mutual agreement, the parties may amend or modify this Agreement, but only in a writing duly executed by all the parties to this Agreement.

18. **Complete Integration Clause:** This Agreement (including all Exhibits) is intended by the parties (after it is signed by both parties) to be a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations, representations, and earlier drafts of this Agreement (if any) between the parties having been incorporated herein; it is a "complete integration." No course of prior dealings between the parties or their officers, employees, agents, or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, undertakings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Oral promises or representations, if any, made by either party before the execution of this Agreement, but not written herein, shall be null and void and of no force and effect, and shall not be admissible in a court proceeding between the parties, including an action of "fraud in the inducement of contract."

19. **Enforceability of Agreement / Binding Agreement:** Notwithstanding any common law rule to the contrary, the Foundation shall have the standing to enforce in any appropriate court of competent jurisdiction all of the covenants made by the Grantee herein, and the Grantee hereby expressly waives any defense based on an alleged lack of standing by the Foundation to sue the Grantee under this Agreement. This Agreement is binding upon and shall be for the benefit of the parties hereto and their respective successors and assigns.

20. **Choice of Law:** This Agreement shall be construed under and governed by the laws of the State of Maryland (*i.e.*, choice of law).

21. **Execution of Agreement:** Each party hereto represents that the execution and delivery of this Agreement on its behalf has been authorized by the appropriate action of its governing body and that its officers who have signed below on its behalf have been duly authorized to execute this Agreement on behalf of it.

[SIGNATURES CONTINUE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement on the date set forth on the first page of this Agreement:

The Harry and Jeanette Weinberg Foundation, Inc.

6-25-15

by: **Rachel Garbow Monroe, President & CEO**

6/25/2015

by: Barry I. Schloss, Treasurer

St. Ann Center for Intergenerational Care, Inc.

by: Sr. Edna Lonergan, President

Attachments: Exhibits A through C

Exhibit A

Details of Capital Project

The Grant will provide funds for the construction of a new, two story, 81,072 square-foot (or approximately 80,000 s.f.) center on its Northside Bucyrus Campus. The new Center will serve older adults, middle age and younger adults, and children with severe disabilities and high levels of functional, physical and mental needs. The new facility will replicate St. Ann's current community-based, comprehensive model of care and intergenerational programming on its South Milwaukee campus, which includes a Harry and Jeanette Weinberg building. In recognition of this grant St. Ann's has offered to name the new Northside facility for the Foundation's founders.

The project's objective is to expand St. Ann's adult day services outreach by 80% to the most vulnerable and poorest members of the community, and to increase participants' and caregivers' feelings of well-being (measured by standardized instruments). The new facility will replicate St. Ann's model of care, offering two levels of specialized dementia day programming, adult day services, and short-term residential-stay respite care. To the community, as well as the clients, it will offer medical and dental care for all ages, with an emphasis on serving people with severe disabilities. In addition, it will provide physical, occupational, speech, psycho-social, and music therapies, and infant, preschool, after school, and mentoring programs.

The new building will feature four day care units for: older adults with dementia; older adults with severe physical and developmental disabilities; middle age and young adults with severe physical and developmental disabilities; and older, middle age, and young adults with severe mental health issues. There will be space for a medical clinic offering care by nurse practitioners and physicians operated by Children's Hospital of Wisconsin and Marquette University; a dental clinic (owned and operated by St. Ann) serving participants with severe disabilities; a wellness and beauty salon providing hygiene, bathing services and massage therapy; and a nine-room, short-term residential-stay respite unit. The child component of the building will feature 17 infant and preschool classrooms, and two classrooms for after school and summer camp programs. An indoor intergenerational playground, designed in an African motif, and full indoor lap pool will host intergenerational activities and programming accommodating all ages and all abilities. Outside, on the new 7.5-acre campus, there will be a 500-seat band-shell, children's playgrounds, and flower and vegetable community gardens. The project design includes room for an indoor gym but the cost is prohibitive and may be the subject of a future campaign.

Exhibit B
Matching Collections

Report of Matching Collections through following date: _____

Donor	Pledge Date	Pledge Amount	Agreed Payment Period	Payments Made	Balance Due
(Funder)					
(Funder)					
(Funder)					
(Funder)					
(Funder)					
(Funder)					
(Funder)					
(Funder)					
(Funder)					
(Funder)					
Individual Pledges Less than $1,000 Cumulative Listing	N/A		N/A		
TOTALS					

NOTE: Only show capital pledges on this table. Do not show non-capital endowment, operational, or other types of pledges on this table.

Exhibit C

The Harry and Jeanette Weinberg Foundation
Annual Progress Report

A progress report is a tool for both funders and grantees to reflect on what has taken place, lessons learned during the program or project, the impact on the population served, and what changes might be made in similar programs going forward. In this report, you are asked to provide a summary of what you have done during the past year and refer to specific outcomes of your work, according to the parameters set forth below. The Foundation is interested in how your program is making a difference for the target population served. Please provide these reports on an annual basis no later than three months after the end of your organization's fiscal year until the first anniversary of the date that the Capital Project is substantially complete.

The size and scope of annual program evaluation reports are largely a function of the size and scope of the program or organization. The Foundation recognizes the time commitment involved in preparing thoughtful reports and seeks to balance the need for information with the demands on project staff. Therefore, the report should be *no longer than five pages in length.*

I.) Program Summary

a. Provide a brief summary of program activities over the past year.
b. Discuss the program's successes and challenges by highlighting accomplishments, problems, and their solutions.
c. Identify any major changes in the stated objectives and/or budget that occurred during the past year.

II.) Indicators of Progress or Success

Please include information on the following indicators in your report. If you are unable to report on a particular indicator, indicate NA.

a. Confirmation of the New Markets Tax Credits award and its terms
b. Groundbreaking details and construction timeline
c. Progress toward construction
d. Beginning on the six month anniversary of the date of this Agreement and every six months thereafter for a period of 36 months, a report on building census, programs, levels of participation, and census of employees.

III.) Next Steps and Sustainability

a. Describe plans for the next year and steps taken to ensure financial sustainability of the program.

b. If your organization has completed a strategic plan that was not previously submitted, please provide a copy with this report.

IV.) Other Documentation

a. Beginning on the first anniversary of the date that the Capital Project is substantially complete and on each subsequent anniversary for a period of two years thereafter, your organization shall provide an annual narrative and statistical report concerning your organization's general operations and programming. Such report may include a printed annual report, if one is produced in the normal course of operations.

b. Beginning on the first anniversary of the date that the Capital Project is substantially complete and on each subsequent anniversary for a period of two years thereafter, your organization shall provide a copy of its annual financial records, including, if available, audited financial statements and Form 990 filings.

c. Beginning on the first anniversary of the date that the Capital Project is substantially complete and on each subsequent anniversary for a period of two years thereafter, your organization shall provide an annual report about the Capital Project's physical condition, how it is being physically maintained, and a list and description of important expenditures, if any, for replacements, repairs, and maintenance. All of this information is intended to demonstrate to the Foundation that your organization is acting responsibly to protect the condition of the Capital Project.

BMO Private Bank

111 East Kilbourn Avenue
Suite 200
Milwaukee, WI 53202-6656

May 20, 2014

Sr. Edna Lonergan OSF
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Re: 2014 Charitable Gift

Dear Sr. Lonergan,

We are pleased to enclose a check from the Mary Martha and Emmett J. Doerr Charitable Trust made payable to St. Ann Center for Intergenerational Care in the amount of $7,500. This check represents a foundation grant to assist in building a special unit for clients with severe developmental disabilities.

Please send acknowledgments and future correspondence to the following address:

Mary Martha and Emmett J. Doerr Charitable Trust
c/o Timothy Aik, MC-4-WM
111 E. Kilbourn Avenue, Suite 200
Milwaukee, WI 53202

We wish you continued success in your work.

Very truly yours,

Timothy R. Aik
Vice President

Receipt letter

Enclosure

Capital Campaign

BMO Private Bank is a brand name used in the U.S. by BMO Harris Bank N.A. Member FDIC. Not all products and services are available in every state and/or location.

zilber
family foundation

August 5, 2014

Sr. Edna Lonergan, OSF
President
St. Ann Center for Intergenerational Care
2801 E Morgan Ave
Milwaukee, WI 53207

Dear Sr. Lonergan:

I am pleased to let you know that the Joseph and Vera Zilber Charitable Foundation has awarded a grant in the amount of $500,000.00 to the St. Ann Center for Intergenerational Care. The terms and conditions of the grant are described in the enclosed agreement.

Please have an authorized representative of your organization execute both copies and return one to my attention at the address listed below. If you have any questions about the contents of the agreement, please don't hesitate to give me a call at (414) 274-2417.

I join the board of directors in wishing you every success in this important work.

Sincerely,

Susan Lloyd

Susan Lloyd, PhD
Executive Director

Enclosures

GRANT AGREEMENT
("Agreement")

THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:

DATE: July 24, 2014

GRANT NUMBER: 1455

GRANTEE: St. Ann Center for Intergenerational Care, Inc.
2801 E Morgan Ave
Milwaukee, WI 53207
("your Organization")

GRANTOR: Joseph and Vera Zilber Charitable Foundation, Inc.
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203
(herein referred to as the "Grantor")

GRANT AMOUNT: $500,000.00

PURPOSE OF GRANT: To support the construction of the north side St. Ann Center campus and provide funds to be matched by the Tim Sullivan challenge grant.

FOR USE OVER THE PERIOD: 2014 – 2019

EXPECTED PAYMENT SCHEDULE, as may be amended by the Grantor in their sole and absolute discretion from time to time.

WRITTEN REPORTS (as defined in section 5(B)) DUE, as may be amended from time to time upon written authorization from the Grantor the "Due Dates" and "Payment Schedule" is as follows:

Report Due Date	Report Approved By	Installment Amount	Payment By
Initial Amount		$100,000.00	September 30, 2014
July 31, 2015	August 31, 2015	$100,000.00	September 30, 2015
July 31, 2016	August 31, 2016	$100,000.00	September 30, 2016
July 31, 2017	August 31, 2017	$100,000.00	September 30, 2017
July 31, 2018	August 31, 2018	$100,000.00	September 30, 2018
April 30, 2019			
	Total	$500,000.00	

OTHER TERMS AND CONDITIONS:

1. PAYMENT TERMS:

(A) Payment of the grant funds is currently expected to be made as indicated in the Payment Schedule above, provided your Organization is in compliance with all terms and conditions of this Agreement at the time of the scheduled payment.

(B) The initial installment of grant funds will be made within ninety (90) days after receipt by the Grantor of a fully executed copy of this Agreement and all necessary tax documents.

(C) Any payment made by the Grantor to your Organization with specific directions that it be credited toward this grant shall reduce the obligation of the Grantor hereunder by an amount equal to the fair market value of such grant. For all other purpose of this Agreement, any such payment shall be treated as a grant pursuant to and subject to the terms of this Agreement, except that any funds returned pursuant to the terms of this Agreement shall be returned to the respective donors in proportion to the contributions made by them.

2. BANK ACCOUNTS: Grant funds shall be deposited in your Organization's interest-bearing account whenever feasible. Any grant funds not expended or committed for the purposes of the grant by **September 30, 2019** will be returned to the Grantor.

3. IN RECOGNITION OF GRANT: In recognition of the Grantor's generosity, your Organization agrees to publicize the Grantor's grant by acknowledging the grant in program related print and electronic materials, and the Grantor hereby acknowledge that your Organization is authorized to use the Grantor's Name (as such term is defined in section 7) for such purposes.

4. USE OF FUNDS:

(A) Grant funds from the Grantor may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above, and it is understood that these grant funds will be used only for such Purpose, substantially in accordance with the proposal submitted by your Organization on or about July 24, 2014 and the budget attached thereto (the **"approved budget"**), subject to the terms of this Agreement. Your Organization agrees to obtain the Grantor's prior approval in writing should there be any material changes or variances to the approved budget, including the timing of expenditures, at any point during the course of this grant.

(B) RESTRICTIONS ON USE OF FUNDS:

(1) Your Organization hereby confirms that the Grantor's grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d) and (e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations thereunder. Your Organization further confirms that the primary purpose of undertaking the work described in your Organization's proposal is not for use in lobbying.

(2) Your Organization agrees that it will comply with all applicable State and Federal laws and regulations.

5. WRITTEN REPORTS:

(A) Two copies of Written Reports (as defined below) signed by an appropriate officer of your Organization are to be furnished to the attention of the Grantor's Executive Director, covering each time period in which your Organization receives or expends any portion of the grant funds until the Grantor's grant funds are expended in full or the grant is otherwise terminated. The Written Reports for this grant are due no later than the Due Dates specified above.

(B) Each Written Report should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report and such other information as may be requested by the Grantor from time to time (the **"Written Report"**). The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting all expenditures of the grant funds during the period covered by the Written Report. The Grantor may provide a template to be used to prepare grant reports, and may also request supplemental information to the Written Report.

6. INTELLECTUAL PROPERTY: In countersigning this agreement, your Organization acknowledges that, except as may otherwise be provided herein, all copyright interests in materials produced as a result of this grant (the **"Work Product"**) shall be owned by your Organization. To effect the widest possible distribution of the Work Product and ensure that it enters and remains in the public domain, your Organization hereby grants to the Grantor a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the Work Product and any other work product arising out of or resulting from your Organization's use of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Your Organization further acknowledges and agrees, at the Grantor's request, to execute any additional documents necessary to effect such license.

7. USE OF NAME: Your Organization acknowledges that the name and mark Joseph and Vera Zilber Charitable Foundation, Inc., and all variations thereof and any other names and marks comprising the name or mark (the **"Foundation Name"**) are the sole and exclusive property of the Grantor, that any and all uses of the Foundation Name by your Organization shall inure solely to the benefit of the Grantor, and that your Organization shall not acquire any right, title or interest in any Foundation Name. All uses of any Foundation Name by your Organization in any manner shall be subject to inspection by and approval of the Grantor, which approval may be granted or withheld in the sole and absolute discretion of the Grantor. Upon termination of this agreement, or at the request of the Grantor at any time, your Organization shall immediately discontinue and forever thereafter desist from any and all use of any Foundation Name and shall either destroy or deliver to the Grantor, at no charge to the Grantor, stationery, brochures, proposed paid media and other similar materials bearing any Foundation Name that then are in the possession or control of your Organization.

8. PUBLICATIONS: Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Grantor. Unless otherwise notified by the Grantor, such publications should include a simple acknowledgment of the grant support from the Grantor in a form approved by the Grantor.

9. UNTIMELY OR UNSATISFACTORY REPORTS: If satisfactory Written Reports are not submitted to the Grantor on a timely basis, further payments, if any, to your Organization under this grant or under any other Grantor grant will be withheld until such time as satisfactory Written Reports are received. The determination as to whether or not a Written Report is satisfactory shall be made by the Grantor in its sole and absolute discretion.

10. EVALUATING OPERATIONS: The Grantor may monitor and conduct an evaluation of operations under this grant, which may include visits from the Grantor personnel to observe your Organization's program, discuss the program with your Organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.

11. GRANTOR GRANT REPORTS: The Grantor may include basic information about this grant in its periodic public reports and may also refer to the grant in a press release. If there are special considerations concerning the public announcement of this grant at your Organization, or if you would like to coordinate a public announcement of the grant with the Grantor's announcement, we encourage you to contact the Grantor's Executive Director.

12. RIGHT TO DISCONTINUE FUNDING: The Grantor reserve the right, in its sole discretion, to discontinue or suspend funding, in whole or in part, if (a) the Written Reports required herein are not submitted to the Grantor on a timely basis, (b) the Written Reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Grantor to determine the funds have been used for their intended purposes, (c) grant funds have not been used for their intended purposes or have been used in a manner that is inconsistent with the terms of this agreement, (d) the Grantor in its sole and absolute discretion is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, or (f) as a result of circumstances not anticipated by the Grantor at the time the grant is made, there is a decrease in the Grantor net income in an amount that will, as determined in the Grantor sole and absolute discretion, adversely impact the Grantor ability to make future grants in furtherance of its purposes.

13. U.S. TAX STATUS: By countersigning this Agreement, your Organization confirms that it has received its Section 501(c)(3) determination from the Internal Revenue Service (the **"IRS"**) and it is treated by the IRS as an Organization that is not a private foundation as described in Section 509 of the Code, and further, that your Organization is one which is described in Section 509(a)(1) or (2) of the Code. If such determination or status under the Code is revoked or modified during the course of this grant, your Organization hereby agrees to notify the Grantor and, upon request, promptly return any unspent grant funds to the Grantor as of the date of such change.

14. MODIFICATION OF TERMS: The terms of this Agreement may be modified only by an agreement signed by an officer of your Organization and a corporate officer of the Grantor. Any modifications made by your Organization to this printed Agreement (whether handwritten or otherwise) will not be considered binding on the Grantor until written confirmation of such modification is obtained from the Grantor.

15. HEADINGS: The section headings in this Agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this Agreement.

16. ENTIRE AGREEMENT: This Agreement represents the entire agreement between your Organization and the Grantor with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto.

17. DUE AUTHORITY: The person signing this Agreement on behalf of your Organization represents and warrants to the Grantor that s/he is an officer of your Organization and has requisite legal power and authority to execute this Agreement on behalf of your Organization and bind your Organization to the obligations herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

JOSEPH AND VERA ZILBER CHARITABLE FOUNDATION, INC.

By: Stephan J. Chwalu
Signature

Its: Treasurer
Title

ST ANN CENTER FOR INTERGENERATIONAL CARE, INC.

By: _____
Signature

Its: _____
Title

Acceptance Date: _____

To facilitate receipt of the grant funds, complete the following and return one fully signed Agreement to:

Executive Director
Joseph and Vera Zilber Charitable Foundation, Inc.
710 N. Plankinton Avenue
Milwaukee, WI 53203

Payment should be made payable to

St. Ann Center for Intergenerational Care

Please provide mailing instructions for the remittance (no P.O Box will be accepted):

Contact Name: Sr. Edna Conergen

Title: President

Organization: St. Ann Center for Intergenerational Care

Address: 2801 E. Morgan Ave
Milwaukee, WI 53207

Phone (optional): _____

E-Mail (optional) _____

Wealth Management
One West Fourth Street
D4000-062
Winston-Salem, NC 27101

July 30, 2014

Nick Schultz, Director of Grants
St. Ann Center for Intergenerational Care, Inc.
2801 E. Morgan Avenue
Milwaukee, WI 53207

Re: Frank L. Weyenberg Charitable Trust

Dear Mr. Schultz:

On behalf of the Frank L. Weyenberg Charitable Trust, I am pleased to enclose a grant check in the amount of $25,000.00 for the benefit of St. Ann Center for Intergenerational Care, Inc..

The grant is for St. Ann Center Replication Project and is subject to your organization's agreement to the following terms:

A. **EXEMPT STATUS:** Because the Foundation is classified as a private foundation, we must ensure that each grantee organization is exempt from income tax under Internal Revenue Code Section 501(c)(3) and is classified as a public charity under Section 509(a)(1), (2) or (3). Based on the information available to us from the IRS Business Master File, your organization currently satisfies this condition. An authorized representative of your organization must **immediately** notify us of any change in your organization's tax-exempt status or organizational/operational changes that could lead to an alteration in its status.

B. **RESTRICTED PURPOSES:** These funds must be used entirely for the purposes described above and may not be applied toward any activity inconsistent with the charitable purposes described in Internal Revenue Code Sections 501(c)(3) and 170(c)(2)(B). Under no circumstances may any portion of the funds be used to carry on propaganda or otherwise attempt to influence legislation or the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive. We retain the right to monitor and conduct an evaluation of the use of these funds (by site visit or otherwise), discuss the grant with your personnel, and review financial records and other documentation relating to the activities financed by this grant.

C. **REPAYMENT OBLIGATION:** Any funds not expended or committed for the authorized purposes of the grant must be returned to the Foundation.

D. **NO PRIVATE INUREMENT:** This grant is a charitable contribution from the Foundation to be applied toward the purposes specified herein. No goods, services, or other private benefit may be provided by your organization (or accepted by any person) in exchange for this grant. The grant is made on behalf of the Foundation and not by or on behalf of any other entity or person. The grant is not being made in satisfaction of any pledge made by any person or entity other than the Foundation itself, if applicable.

Your organization's deposit, negotiation or endorsement of the enclosed check will constitute its agreement to the terms and conditions set forth above. However, for our files, please have the enclosed copy of this letter reviewed and signed where indicated by an authorized representative of your organization and then return in the enclosed self-addressed stamped envelope. Please do not hesitate to contact us with any questions or concerns toll free at 1-888-234-1999.

Sincerely,

Clarence Newell

Clarence Newell
Grant Administrator
Philanthropic Services

Enclosures

ACKNOWLEDGEMENT OF RECEIPT & CONSENT TO TERMS:

On behalf of St. Ann Center For Intergenerational Care, Inc., I understand and agree to the foregoing terms and conditions of the above-referenced grant from the Frank L. Weyenberg Charitable Trust, and hereby certify my authority to execute this agreement on behalf of said organization. I further certify that St. Ann Center For Intergenerational Care, Inc. is exempt from income tax under Internal Revenue Code Section 501(c)(3) and is classified as a public charity under Section 509(a)(1), (2) or (3).

_____ Date: _____
Signature

_____
Name (please type or print)

_____
Title

ANON Charitable Trust

October 6, 2014

Sister Edna Lonergan, President
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sister Edna,

I am pleased to enclose a check in the amount of $50,000 which is a grant from the Anon Charitable Trust at the recommendation of Mr. Harris Turer. This grant is the first payment on a 4 year, $200,000 commitment for the North Avenue Campus.

Should you wish to acknowledge receipt of this grant, please do so to me at the address below.

Sincerely,

Bert L. Bilsky, Trustee

BLB/mls
Enclosure

Cc: Harris Turer

Hi Sister Edna,
I hope things are going well and the bonnies will be up and running soon!!
My best,
Bert

2116 W. Merrimac Ct., Mequon, WI 53092 Phone 262-242-6552 anonctfoundation@gmail.com

Elizabeth Elser Doolittle
Charitable Trusts

Trustees:
Richard S. Gallagher
Adam J. Wiensch

Suite 3080
777 E. Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5734

October 31, 2012

St. Ann Center
For Intergenerational Care
Sr. Edna Lonegan, OSF
President & Founder
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Lonegan:

Enclosed is a check for $25,000 (Twenty-Five Thousand Dollars) from the Elizabeth Elser Doolittle Charitable Trusts to be used toward construction of the new center per your request dated July 22, 2014.

This gift is in memory of Elizabeth Elser Doolittle.

Sincerely,

ELIZABETH ELSER DOOLITTLE
CHARITABLE TRUSTS

Richard S. Gallagher, Trustee

Adam J. Wiensch, Trustee

Enclosure

cc: Lisa Waite

etcap
receipt
thank you

THIS DOCUMENT CONTAINS SECURITY FEATURES INCLUDING THERMOCHROMIC INK, ARTIFICIAL WATERMARK, DETAILS ON BACK.
IF YOU DO NOT SEE THESE SECURITY FEATURES, DO NOT CASH THE CHECK.

Associated

433 Main Street
Green Bay, WI 54301

79-57
759

10062799

PAY

DATE
11/13/2014

CHECK AMOUNT
**********2,500.00

Two Thousand Five Hundred Dollars And Zero Cents

TO THE ORDER OF

ST ANN CENTER FOR INTERGENERATIONAL CARE
2801 E MORGAN AVENUE
MILWAUKEE WI 53207

Authorized Signature

⑈10062799⑈ ⑆075900575⑆ 1⑈937⑈060⑈ 2⑈

Dennis Krakau
330 E. Kilbourne
Milwaukee
53202

RALPH EVINRUDE FOUNDATION, INC.

-ctop ✓
FY ✓
rept ✓

December 1, 2015

Sr. Edna Lonergan, OSF
President & Founder
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna:

I am pleased to enclose a check in the amount of $18,750 from the Ralph Evinrude Foundation, Inc. representing a grant to St. Ann Center for Intergenerational Care as the third installment of our 4-year pledge in support of the Capital Campaign for the new facility on Milwaukee's north side. The remaining installment of $18,750 will be paid in November or December of 2016. This grant was approved by the Directors of the Foundation at our November, 2015 quarterly meeting.

The Foundation wishes you continued success with this and other programs.

Sincerely,

Paul

Paul J. Tilleman, President

PJT:dhc
Enclosure

cc: John W. Daniels, Jr.
Ann M. Murphy

QB\37586188.1

BOARD OF DIRECTORS:
PAUL J. TILLEMAN, PRESIDENT
JOHN W. DANIELS, JR.
ANN M. MURPHY

411 E. WISCONSIN AVENUE · SUITE 2040 · MILWAUKEE, WI 53217

Usinger's

FRED USINGER, INC.

1030 N. OLD WORLD THIRD ST. MILWAUKEE, WI 53203-0980

December 29, 2014

On behalf of our Foundation and our community, I would like to thank your organization for your efforts in making Milwaukee a better place. Enclosed you will find our donation check for 2014.

In 2015 we request that you submit your written request to our Foundation Board of Directors prior to September 1, 2015 for consideration. Please send your request to:

Usinger Foundation, Inc.
Attention: Alice
1030 N. Old World Third Street
Milwaukee, WI 53203

Donation requests are evaluated in December and distributions made prior to the end of the calendar year.

Best wishes for a successful 2015.

Sincerely,
Usinger Foundation, Inc.

Frederick D. Usinger

Frederick Usinger
President

PPC FOUNDATION, INC. IS THE NON-PROFIT ORGANIZATION FOR PPC PARTNER COMPANIES.

January 20, 2015

St. Ann Center
2801 E. Morgan Ave
Milwaukee , WI 53207

Dear Sir or Madam:

The PPC Foundation is pleased to present this donation to your organization, in an effort to positively affect the lives of individuals within the communities we serve, and neighborhoods we support. The PPC Foundation is funded through PPC Partner companies including Pieper Electric, Inc.

We make a living by what we do, but we make a life by what we give.
- Winston Churchill

The Foundation along with its funding companies is committed to giving back to our communities by volunteering our time and talents, as well as through monetary donations. Therefore, we commend your efforts and the efforts of the individuals within your organization that give of themselves daily and hope you will accept this donation in support of those initiatives.

If there are any questions concerning this contribution, please contact Larry Horning at 414-831-2328.

Sincerely,

Rick Parra
Director
PPC Foundation

Enclosure

PIEPER POWER®

Whyte Hirschboeck Dudek S.C.

John B. Haydon
414-978-5425
jhaydon@whdlaw.com

December 18, 2014

Sr. Edna Lonergan
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Re: Gustav and Gladys Kindt Foundation

Dear Sister Edna:

As you know, the Trustees of the Gustav and Gladys Kindt Foundation wish to assist in the construction of St. Ann Center North.

Accordingly, please find enclosed our firm's Attorneys Trust Account check, on behalf of the Foundation, payable to St. Ann Center in the sum of $5,000, as a contribution to the capital campaign for St. Ann Center North.

With best wishes to you for continued success in your mission,

Very truly yours,

John

John B. Haydon

JBH/kjb
Enclosure

cc: Mr. Richard A. Larsen
Mrs. Grace McBain Haydon

WHD/10938110.1

Peck Foundation, Milwaukee LTD
Post Office Box 441
Milwaukee, Wisconsin 53201
peckfoundation@gmail.com

December 15, 2014

St. Ann Center
2801 E. Morgan Ave.
Milwaukee, WI 53207

On behalf of the board of Trustees of the Peck Foundation, Milwaukee LTD. we are pleased to present this $3500.00 grant for operating.

A check in full payment of this grant is enclosed. We request that you send us an update of your progress over the course of this coming year.

If you plan to publicize this grant please use the description of
Peck Foundation, Milwaukee LTD.

We continue to praise the work you do and wish you continued success.

Sincerely,

Jodi Peck
Co-president

KPK

Karen Peck Katz
Co-president

Board of Directors
Miriam Peck Bernard Peck Karen Peck Katz Jodi Peck William Komisar J. Harvey Alligood

UBS

December 23, 2014

St. Ann Center for Intergenerational Care
2801 E. Morgan Avenue
Milwaukee, WI 53207

Dear Sir or Madam:

The UBS Donor Advised Fund is very pleased to present you with a charitable grant. The details of this grant are as follows:

Account Name:	Tom and Geri Bitters Charitable Fund
Requested by:	Mr. & Mrs. Bitters
Amount:	$5,000.00
Purpose:	Building fund.

The UBS Donor Advised Fund is administered by National Philanthropic Trust and NPT provides donors with a charitable gift receipt when they establish their donor-advised fund account. As a result, your organization should not provide a tax receipt for this grant. However, you may wish to send the donor a thank you letter for recommending this grant.

This grant may only be used for your organization's tax exempt purposes. It may not be used to provide anyone with a private benefit or to satisfy a pre-existing pledge, and it may not be used in support of any political campaign or on behalf of any candidate for public office.

If you have any questions about this grant, please feel free to contact NPT's Grants Manager toll free at 1-877-277-3191.

MILWAUKEE WI 532

31 DEC 2014 PM 5 L

Carolyn and Jay Scott
1313 N Franklin Place #1906
Milwaukee, Wisconsin 53202

etap
thank you
receipt

Edna Lonergan
St Ann Center
2801 E. Morgan Ave
Milwaukee, WI. 53207

53207377101

R.A. STEVENS FAMILY FOUNDATION
GRANTS ACCOUNT

5023

2-2566-710

PAY TO THE ORDER OF St. Ann Center

DATE 12. 31. 14

Twenty Thousand AND xx/100 $ 20,000 DOLLARS

Security Features Included. Details on Back.

BMO Private Bank
~~BMO Harris Bank N.A.~~
Chicago, Illinois

FOR BucyRus Campus Capital Grant

Carolyn Scott

⑈005023⑈ ⑆071025661⑆ 12394789⑈

PARK BANK
first IN LASTING RELATIONSHIPS®

January 7, 2015

Sr. Edna Lonergan, OSF
President & Founder
St. Ann Center for Intergenerational Care
2801 E. Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Lonergan,

On behalf of the Board of the Park Bank Foundation, I am pleased to enclose our check (#4402) in the amount of $1,000. This contribution is made in support of the St. Ann Center - Bucyrus Campus project.

Thank you for all that you do in our community.

Have a great 2015!

Sincerely,

Susan Baudo

Susan Baudo
Secretary
Park Bank Foundation

Enclosure

4770

STACKNER FAMILY FOUNDATION

2-2566-710

DATE 01/22/15

PAY TO THE ORDER OF St. Ann Center for Intergenerational Care $ 35,000

Thirty five thousand & 00/100 DOLLARS

BMO Harris Bank
BMO Harris Bank N.A.
Chicago, Illinois

FOR Capital Campaign installment

⑈004770⑈ ⑆071025661⑆ 2622180⑈

Milwaukee, WI 53207

Dear Sr. Edna,

I am pleased to enclose a check in the amount of $35,000 from the Stackner Family Foundation to St. Ann Center for Intergenerational Care as an adjusted second installment on our 4-year pledge in support of the Capital Campaign for the new facility on Milwaukee's north side. The Directors of the Foundation decided to raise the Foundation's overall pledge to the Campaign from $100,000 to $130,000. The $35,000 check enclosed with this letter covers the $25,000 installment on the original pledge that was scheduled to be paid this month as well as $10,000 representing one-third of the $30,000 increase in our overall pledge divided among the three remaining installments. The two remaining installments will also be $35,000 and will be paid in January of 2016 and 2017.

May God bless you and all your work,

John A. Treiber
Executive Director
Stackner Family Foundation, Inc.

SENSIENT®

Sensient Technologies Foundation, Inc.
777 East Wisconsin Avenue
Milwaukee, WI 53202–5304
Tel 414 347-3727

February 10, 2015

Sr. Edna Lonergan
St. Ann Center
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Lonergan:

On behalf of Mr. Kenneth P. Manning and the Board of Directors of Sensient Technologies Foundation, we are pleased to be able to support the St. Ann Center. Enclosed please find our check in the amount of $10,000.00.

We, at Sensient Technologies Corporation, appreciate the work that your organization is doing and we wish you continued success.

Sincerely,

John F. Collopy
Vice President and Treasurer

JFC/waf

Enclosure

Capital Campaign Grant

330 E. Kilbourn Ave STE 225
Milwaukee, WI 53202
414-278-1802 PHONE

Associated Bank

February 19, 2015

Sister Edna Lonergan
President & Founder
St Ann Center for Intergenerational Care, Inc.
2801 E. Morgan Ave.
Milwaukee, WI 53207

RE: ASSOCIATED CHARITABLE DONATION

Dear Sister Lonergan,

Thank you for submitting an online application requesting charitable support from Associated. We are pleased to inform you that after carefully reviewing your proposal, we are honored to partner with you to support the important work that you are doing in the community. Enclosed please find a check in the amount of $10,000 to further your work.

From your written proposal, we understand that our donation will be used by St. Ann Center to support its new facility in 2015. Please note that we are interested in learning how our donation will support the outcomes described in your proposal, and may contact you at a later date for additional information.

Associated has a rich history of supporting communities where we live and work. We also encourage colleague volunteerism through causes that support our philanthropic efforts and speak to our colleagues' interests. If St. Ann Center has a need for traditional or skilled volunteers to support your organization and program work, please email CSR@AssociatedBank.com to let us know how we can help. We also ask that you kindly share stories and photos related to how Associated's corporate donations and colleague volunteers are benefitting your organization and programs. We'd love to share those stories with our colleagues and customers. That information can also be sent to CSR@AssociatedBank.com.

On behalf of all colleagues at Associated, thank you for the opportunity to further invest in our communities. We wish you every success.

Sincerely,

Mary E. Wilkosz

Mary E. Wilkosz
Vice President, Corporate Social Responsibility Manager

Wealth Management
One West Fourth Street
D4000-062
Winston-Salem, NC 27101

June 16, 2015

Nick Schultz, Director of Grants
St. Ann Center For Intergenerational Care, Inc.
2801 East Morgan Avenue
Milwaukee, WI 53207

Re: Frank L. Weyenberg Charitable Trust

Dear Mr. Schultz:

On behalf of the Frank L. Weyenberg Charitable Trust, I am pleased to enclose a grant check in the amount of $25,000.00 for the benefit of St. Ann Center For Intergenerational Care, Inc..

The grant is for Replicating the Dream - Community-Based Care for All Ages and All Abilities and is subject to your organization's agreement to the following terms:

A. **EXEMPT STATUS:** Because the Foundation is classified as a private foundation, we must ensure that each grantee organization is exempt from income tax under Internal Revenue Code Section 501(c)(3) and is classified as a public charity under Section 509(a)(1), (2) or (3). Based on the information available to us from the IRS Business Master File, your organization currently satisfies this condition. An authorized representative of your organization must **immediately** notify us of any change in your organization's tax-exempt status or organizational/operational changes that could lead to an alteration in its status.

B. **RESTRICTED PURPOSES:** These funds must be used entirely for the purposes described above and may not be applied toward any activity inconsistent with the charitable purposes described in Internal Revenue Code Sections 501(c)(3) and 170(c)(2)(B). Under no circumstances may any portion of the funds be used to carry on propaganda or otherwise attempt to influence legislation or the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive. We retain the right to monitor and conduct an evaluation of the use of these funds (by site visit or otherwise), discuss the grant with your personnel, and review financial records and other documentation relating to the activities financed by this grant.

C. **REPAYMENT OBLIGATION:** Any funds not expended or committed for the authorized purposes of the grant must be returned to the Foundation.

D. **NO PRIVATE INUREMENT:** This grant is a charitable contribution from the Foundation to be applied toward the purposes specified herein. No goods, services, or other private benefit may be provided by your organization (or accepted by any person) in exchange for this grant. The grant is made on behalf of the Foundation and not by or on behalf of any other entity or person. The grant is not being made in satisfaction of any pledge made by any person or entity other than the Foundation itself, if applicable.

Your organization's deposit, negotiation or endorsement of the enclosed check will constitute its agreement to the terms and conditions set forth above. However, for our files, please have the enclosed copy of this letter reviewed and signed where indicated by an authorized representative of your organization and then return in the enclosed self-addressed stamped envelope. Please do not hesitate to contact us with any questions or concerns toll free at 1-888-234-1999.

Sincerely,

Clarence Newell

Clarence Newell
Trust Administrator
Philanthropic Services

Enclosures

ACKNOWLEDGEMENT OF RECEIPT & CONSENT TO TERMS:

On behalf of St. Ann Center For Intergenerational Care, Inc., I understand and agree to the foregoing terms and conditions of the above-referenced grant from the Frank L. Weyenberg Charitable Trust, and hereby certify my authority to execute this agreement on behalf of said organization. I further certify that St. Ann Center For Intergenerational Care, Inc. is exempt from income tax under Internal Revenue Code Section 501(c)(3) and is classified as a public charity under Section 509(a)(1), (2) or (3).

Signature

Date: 6/22/15

Sr. Edna Lonergan
Name (please type or print)

President
Title

THE CARA FOUNDATION, INC.

16800 W. Greenfield Avenue
Suite 400
Brookfield, WI 53005

262/953-4620

Board of Directors

Daniel R. Doucette
PRESIDENT

Joseph C. Branch
VICE PRESIDENT

Patrice L. Bottoni
SECRETARY/TREASURER

April 9, 2015

Sr. Edna Lonergan
St. Ann Center for Intergenerational Care
2801 E. Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna:

On behalf of The Cara Foundation, Inc., we are pleased to enclose our check in the amount of $25,000.00 as the first payment on our $75,000 pledge to be paid over three years in support of the Replication Project.

Take care,

Dan Doucette

DRD:plb
Enclosure

MELITTA S. and JOAN M. PICK CHARITABLE TRUST

c/o Foley & Lardner LLP • 777 East Wisconsin Avenue • Milwaukee, Wisconsin 53202-5306 • (414) 271-2400

Trustees:
Richard S. Gallagher
George A. Dionisopoulos

June 29, 2015

Sister Edna Lonergan, OSF
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sister Edna:

The Trustees of the Melitta S. and Joan M. Pick Charitable Trust are pleased to enclose a check in the amount of $100,000 in support of the capital campaign for the new St. Ann Center at 2450 West North Avenue.

We wish you much success as you continue to provide your valuable services to the community.

Sincerely,

George A. Dionisopoulos

Enclosure

VILTER FOUNDATION, INC.

May 19, 2015

Sr. Edna Lonergan, President
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Edna:

We are pleased to enclose our check number 9010 in the amount of $2,250.00 payable to the St. Ann Center for Intergenerational Care. The proceeds may be used for whatever purpose is deemed appropriate.

Under IRS Regulations, it is required that in your acknowledgment to us you state that no goods or services were received by us in connection with the enclosed contribution PLEASE PROVIDE A RECEIPT OF THIS CONTRIBUTION AS SOON AS POSSIBLE. Please note our new address: P O Box 270082, Milwaukee, WI 53227-7202.

We hope this contribution will help in your continued efforts to provide services to the needy in our community through your adult day facilities.

Very truly yours,

VILTER FOUNDATION, INC.

Karen Ann von Stockhausen

Karen Ann von Stockhausen
Director

Jim *and* Susan Neuberger Foundation

June 15, 2015

Sister Edna Lonergan
President
St. Ann Center for Intergenerational Care
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sister Edna:

Enclosed please find a check for $1,000 payable to St. Ann Center for Intergenerational Care from the Jim and Susan Neuberger Foundation. We are pleased to support your work.

Aslo, we would appreciate your passing our regards to Sister Lenore Steilen. We hope she is continuing to do well.

Please forward an acknowledgment to the Jim and Susan Neuberger Foundation at the address below.

Sincerely,

James V. Neuberger
Trustee

Susan Neuberger
Trustee

5025 Barnsteeple Court / Oklahoma City, OK 73142 / 405.755.6225 / JSNeuberger@cox.net

BROOKBANK FOUNDATION
P.O. BOX 1016
GRAFTON, WISCONSIN 53024-1016

MARY ANN LABAHN
PRESIDENT
CHARLES P. LABAHN
EXECUTIVE VICE PRESIDENT
AND SECRETARY
RIDGE A. BRAUNSCHWEIG
VICE PRESIDENT AND TREASURER

September 3, 2015

Sr. Edna Lonergan
President and Founder
St. Ann Center
2801 East Morgan Avenue
Milwaukee, WI 53207

Dear Sr. Lonergan,

In response to the recent request from Craig Mackus we are enclosing a check from the Brookbank Foundation in the amount of $1,000 in support of the Capital campaign for the Bucyrus Campus. Please list this contribution as a gift from **Mary Ann and Charles P. LaBahn.**

Please send a receipt to the **Brookbank Foundation** as requested on the included form.

Sincerely,

Mary Ann LaBahn
President

MAL:ggb

100 1915-2015 Greater Milwaukee FOUNDATION
greater together

October 15, 2015

Sister Edna Lonergan
President & CEO
St. Ann Center for Intergenerational Care, Inc.
2801 E Morgan Ave
Milwaukee, WI 53207

Dear Sister Lonergan:

It is my pleasure to inform you that the Greater Milwaukee Foundation Board has approved a grant of $1,000.00 to St. Ann Center for Intergenerational Care, Inc. for sustaining support of the North Side, recommended from the general fund by the Kopmeier Family. Payment for this grant has been transferred via ACH to the account you specified to the Foundation. Confirmation of this transaction has been sent via e-mail to the person designated by your organization as the ACH contact.

This grant was made from the Kopmeier Family Fund and was recommended to the Board by an advisory committee of Kopmeier Family members. We encourage you to thank the Kopmeier Family c/o Mr. John H. Kopmeier, Jr., 46 Bluff View Terrace, Crossville, TN 38558.

For your publications and correspondence, please refer to this award as a grant from the Greater Milwaukee Foundation's Kopmeier Family Fund. When listing more than one grant, please use the following format:

Kopmeier Family Fund
(other funds)
Greater Milwaukee Foundation

If you have any questions, please call Marybeth Budisch, Philanthropic Adviser, who is responsible for managing this grant. For ACH related questions, please contact Stacie Shephard and reference grant number 20151564.

Sincerely yours,

Ellen M. Gilligan
President & CEO

P.S. In keeping with IRS regulations, no material benefits will be received in exchange for this gift.

Board of Directors Thomas L. Spero, Chair • David J. Lubar, Vice Chair • Wendy Reed Bosworth • Peter W. Bruce • David J. Drury • Ness Flores • Janine P. Geske
Cecelia Gore • Jacqueline Herd-Barber • Paul J. Jones • David J. Kundert • Gregory S. Marcus • Cory L. Nettles • Marie L. O'Brien President & CEO Ellen M. Gilligan

101 W. Pleasant St., Suite 210 • Milwaukee, WI 53212 • t 414 272 5805 • f 414 272 6235 • www.greatermilwaukeefoundation.org

Greater Milwaukee FOUNDATION
greater together
100 1915 2015

October 15, 2015

Sister Edna Lonergan
President & CEO
St. Ann Center for Intergenerational Care, Inc.
2801 E Morgan Ave
Milwaukee, WI 53207

Dear Sister Lonergan:

It is my pleasure to inform you that the Greater Milwaukee Foundation Board has approved a grant of $10,000.00 to St. Ann Center for Intergenerational Care, Inc. for support of the Apothecary Room gift with Greg Hamacher. Payment for this grant has been transferred via ACH to the account you specified to the Foundation. Confirmation of this transaction has been sent via e-mail to the person designated by your organization as the ACH contact.

This grant was made from the David P. and Marjorie L. Hamacher Fund and was recommended to the Board by Mr. and Mrs. David P. Hamacher, advisers to this fund. We encourage you to thank the generous individuals who made this gift possible, Mr. and Mrs. David P. Hamacher, 1700 Village Green Ct, Elm Grove, WI 53122.

For your publications and correspondence, please refer to this award as a grant from the Greater Milwaukee Foundation's David P. and Marjorie L. Hamacher Fund. When listing more than one grant, please use the following format:

David P. and Marjorie L. Hamacher Fund
(other funds)
Greater Milwaukee Foundation

If you have any questions, please call Marybeth Budisch, Philanthropic Adviser, who is responsible for managing this grant. For ACH related questions, please contact Stacie Shephard and reference grant number 20152133.

Sincerely yours,

Ellen M. Gilligan
President & CEO

P.S. In keeping with IRS regulations, no material benefits will be received in exchange for this gift.

Board of Directors Thomas L. Spero, Chair • David J. Lubar, Vice Chair • Wendy Reed Bosworth • Peter W. Bruce • David J. Drury • Ness Flores • Janine P. Geske
Cecelia Gore • Jacqueline Herd-Barber • Paul J. Jones • David J. Kundert • Gregory S. Marcus • Cory L. Nettles • Marie L. O'Brien President & CEO Ellen M. Gilligan

101 W. Pleasant St., Suite 210 • Milwaukee, WI 53212 • t 414 272 5805 • f 414 272 6235 • www.greatermilwaukeefoundation.org

Delta Dental of Wisconsin
www.deltadentalwi.com

July 24, 2015

St. Ann Center for Intergenerational Care
2801 E Morgan Avenue
Milwaukee WI 53207

Dear Sister Edna, Nick, Jodi and Laura,

We are pleased to advise you the Delta Dental of Wisconsin Charitable Fund Committee recently voted in favor of your organization's grant in the amount of $150,000, with an additional $50,000 contingent upon obtaining matching cash donations from other donors. The purpose of this grant is to open a new dental clinic to provide oral care to clients of St. Ann's, as well as other community members who have special needs.

Delta Dental of Wisconsin has focused its support toward Wisconsin organizations and programs that closely align with our mission of improving access to dental care services and promoting the importance of good oral health. The Committee feels this program meets our mission to serve individuals in need with oral care to improve their overall health.

Please sign the enclosed agreement and return to me at the corporate office address listed below. Payment of the $150,000 will be mailed once the agreement is returned. Upon notification that the matching funds have been received, we will then release the additional funds. In addition, a brief project report will be due at the end of 2016. Let me know if you have any questions or concerns.

We wish you the best of luck with your project!

Sincerely,

Ann R. Boson
Director, Charitable Fund

Corporate Office
2801 Hoover Road, P.O. Box 828
Stevens Point, WI 54481
Phone: 715-344-6087
Phone: 800-236-3713 (toll-free)
Fax: 715-344-9058

Milwaukee Office
1233 North Mayfair Road, Suite 204
Milwaukee, WI 53226
Phone: 414-607-6082
Phone: 888-456-2711 (toll-free)
Fax: 414-607-6088

Madison Office
725 Heartland Trail, Suite 205
Madison, WI 53717
Phone: 608-831-7142
Phone: 877-577-7449 (toll-free)
Fax: 608-831-9384

DELTA DENTAL OF WISCONSIN, INC.
CHARITABLE FUND GRANT AGREEMENT

Date of Agreement: **July 24, 2015**
Grantee: **St. Ann Center for Intergenerational Care**
Program/Project: **Dental Clinic for Individuals with Special Needs**
Amount of Grant: **$150,000 plus $50,000 in matching cash donations**
Grant Period: **July 25, 2015 - July 25, 2016**

We are pleased to advise you that Delta Dental of Wisconsin, Inc. ("Delta Dental") has approved an award (the "Grant") to **St. Ann Center for Intergenerational Care** ("Grantee") in the amount of **up to two hundred thousand dollars ($150,000 for clinic construction and up to $50,000 in matching cash gifts funding).** This Grant Agreement describes the terms on which Delta Dental offers Grantee the Grant pursuant to the application submitted by the Grantee to Delta Dental.

1. **USE OF GRANT FUNDS:** Grantee accepts responsibility for complying with this Agreement's terms and conditions and will exercise full control over the Grant and the expenditure of Grant funds. Grantee agrees to use the Grant solely for the purpose described in its grant request and Delta Dental's approval letter. Grantee may not change the purpose of the Grant without the prior written consent of Delta Dental. Unless Grantee notifies Delta Dental and we give our written approval for another use of the Grant, any portion of the Grant that is not expended at the end of the Grant funding period for its original purpose will remain with or be returned to Delta Dental. Grantee agrees that the use of all Grant funds will be in accordance with federal, state and local laws.

2. **REPORTING:** Grantee must submit an Annual Progress Report on a form provided by Delta Dental covering all projects on which Grant funds are expended. The Annual Progress Report is due by January 31of each year covering Grant projects for the prior year and should be sent to Ann Boson, Director, Charitable Fund, Delta Dental of Wisconsin, Inc., P.O. Box 828, Stevens Point, WI 54481.

3. **STATUS:** Grantee represents that it is a:

(a) Nonprofit, tax-exempt organization as defined in Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as defined by Section 509(a) of the Code;

(b) Native American Tribal organization; or

(c) Governmental agency or public school.

Grantee shall immediately give written notice to Delta Dental if Grantee ceases to be exempt from Federal income Tax under Section 501(c)(3). It is expressly agreed that any change in the Grantee's tax status or any use by Grantee of the Grant funds for any purpose other than those specified in Section 501(c)(3) of the code will terminate this Grant.

4. **TERMINATION OF GRANT:**

(a) In the event the Program/Project funded by this Grant is terminated, all equipment with an original cost exceeding $1,000 that has been purchased with Grant funds must be turned over to Delta Dental or contributed to another 501(c)(3) organization that has oral health as its purpose.

(b) If, in Delta Dental's sole judgment, Grantee becomes unable to carry out the purposes of this Grant or fails to comply with any of the conditions hereof, Delta Dental may, in its sole discretion, terminate the Grant.

5. **INDEMNIFICATION:** Delta Dental is not liable for the programmatic or operations decisions of Grantee. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnity and hold harmless Delta Dental, its affiliates, officers, directors, employees and agents, from and against any and all claims, liabilities, loss and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its affiliates, officers, directors, employees and agents, in applying for or accepting the Grant, in expending or applying the funds furnished pursuant to the Grant or in carrying out the Program/Project to be funded by the Grant.

6. **PUBLICITY:**

(a) All publicity on the Program/Project and/or materials printed during the Grant period must state: "Funding was provided by Delta Dental of Wisconsin, Inc." Any use of Delta Dental's logo must be pre-approved by Delta Dental. Copies of all publicity for the Program/Project must be included in Grantee's Annual Progress Report.

(b) Grantee agrees that Delta Dental may include Grantee's name and photos in announcements, articles, reports, brochures and similar items which list recipients of grants offered by Delta Dental.

7. **INSURANCE COVERAGE:** Grantee represents that it has obtained and will maintain during the Grant period the customary and usual insurance coverages, including without limitation, workers compensation insurance, general liability insurance and professional liability insurance.

8. **NO WARRANTY OF FUTURE GRANTS:** Grantee acknowledges that, except for the Grant described above, Delta Dental has no obligation to provide, and has not led Grantee to believe that it will provide, any additional or future assistance to Grantee's Program/Project.

9. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between Grantee and Delta Dental with respect to the subject matter hereof and supersedes and merges herein any other promise, agreement, representation, statement or other understanding between Grantee and Delta Dental with respect to such subject matter. Grantee has not relied on any promise, agreement, representation, statement or other understanding in entering into this Agreement other than what is explicitly stated in writing in this agreement. This Agreement may not be modified except by a writing signed by both parties.

Please sign and send this Agreement to:

Ann Boson, Charitable Fund Director
Delta Dental of Wisconsin, Inc.
P.O. Box 828
Stevens Point, WI 54481

Congratulations on your award of this Grant. We wish you the best of success with your program.

DELTA DENTAL OF WISCONSIN, INC.

By: _____
Dennis Peterson
Executive Vice President

By: _____
Ann Boson
Director, Charitable Fund

Consented and agreed to:

_____
Name of Grantee

By: _____
(Signature)
Printed name: Sr. Edna Honeeban
Title: President
Date: 7-31-15

Peck Foundation, Milwaukee LTD
Post Office Box 441
Milwaukee, Wisconsin 53201
peckfoundation@gmail.com

St. Ann Center
2801 E. Morgan Ave.
Milwaukee, WI 53207

November 20, 2015

On behalf of the board of Trustees of the Peck Foundation, Milwaukee LTD. we are pleased to present, St. Ann Center, this $5,000 grant for general operating.

A check in full payment of this grant is enclosed. We request that you send us an update of your progress over the course of 2016.

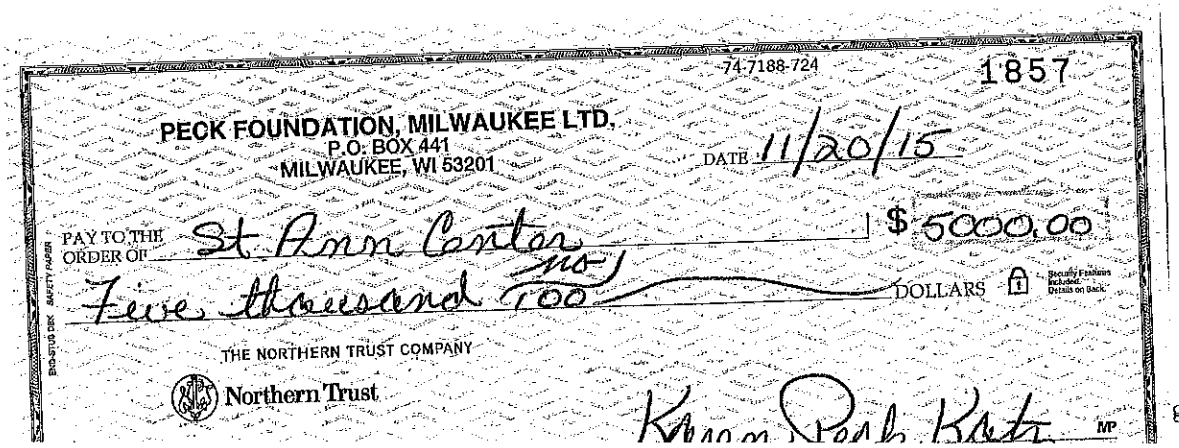
If you plan to publicize this grant please use the description of **Peck Foundation, Milwaukee LTD.**

We admire the work you do,

Karen Peck Katz

Karen Peck Katz
Co-president

Jodi Peck
Co-president


74-7188-724 1857
PECK FOUNDATION, MILWAUKEE LTD.
P.O. BOX 441
MILWAUKEE, WI 53201
DATE 11/20/15
PAY TO THE ORDER OF St. Ann Center $ 5000.00
Five thousand no/100 DOLLARS
THE NORTHERN TRUST COMPANY
Northern Trust
Karen Peck Katz

good

BMO

Bank of Montreal Group of Companies

BMO HARRIS BANK N.A.
111 W MONROE STREET
CHICAGO, IL 60690-0755

Page 1/1 Check No 010741495

Supplier No
900079789

Supplier Name
ST ANN CENTER FOR

Payment date 30 OCT 2015

Invoice No.	Invoice Date	Voucher ID	Gross Amount	Net Amount
28700	09-10-2015	5169223	25,000.00	25,000.00
		TOTAL	$25,000.00	$25,000.00

Capital Campaign

etap
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TY

AP752 Rev1 4/11 M 3369051

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

BMO

Bank of Montreal Group of Companies

BMO HARRIS BANK N.A.
111 W MONROE STREET
CHICAGO, IL 60690-0755

2-28/710 **010741495**

Date 30 OCT 2015

Pay Amount **$25,000.00*****

PAY ****Twenty-five thousand AND 0/100 USD DOLLAR****

TO THE ORDER OF
ST ANN CENTER FOR INTERGENERATIONAL CAR
2801 E MORGAN AVENUE

MILWAUKEE, WI 53207
United States

Security Features Details on Back.

Dan Robinson

⑈010741495⑈ ⑆071000288⑆ 288⑈675⑈2⑈

DHS Copy ☐

Agency Copy ☒

Grant Agreement# 29804
(if applicable)

GRANT AGREEMENT WITH PREPAYMENTS
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
and
St. Ann Center for Intergenerational Care

Oral Health Program

1. PURPOSE

This Grant Agreement (Agreement) and Attachments describe the terms and conditions under which the parties will conduct activities and provide services meeting the needs of clients.

2. PARTIES

A. The State of Wisconsin Department of Health Services (the "GRANTOR") is the state agency responsible for overseeing the coordination and integration of social service programs. The GRANTOR's principal business address is 1 West Wilson Street, Room B158, Madison, Wisconsin 53703-2659.

B. St. Ann Center for Intergenerational Care (the "GRANTEE"), is engaged in the business of providing care and services desired by the GRANTOR. The GRANTEE's principal business address is 2801 E. Morgan Avenue, Milwaukee, WI, 53207- .

3. AUTHORITY

Wis. Stat. § 46.036 authorizes the GRANTOR to award grants for needed services.

4. TERM OF AGREEMENT

This Agreement is entered into for the period July 1, 2015 through June 30, 2016.

5. SERVICES

A. The GRANTEE agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period. If applicable, see Section 34, "Special Provisions," for details.

B. A detailed description of the GRANTEE objectives and the documentation associated with those objectives is listed in the Attachments.

6. COST OF SERVICES

A. The GRANTOR agrees to pay the GRANTEE according to the terms and conditions of this Agreement an amount not to exceed $90,131.00. This amount is contingent upon receipt of sufficient funds by the GRANTOR.

B. The GRANTOR will not make payments for costs in excess of the Grant Agreement amounts or for costs incurred outside the Grant period. Further, the GRANTOR will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.

C. If required, a detailed budget breakdown and explanation is included in an Attachment, which is attached to and incorporated in this Agreement by reference.

D. If applicable, add funding control language:

7. **CONTACT INFORMATION**

A. The contact information for the GRANTOR's Contract Administrator is:

Dr. Mark Moss
B158 1 West Wilson.
Madison, WI

Telephone: 608-266-5152
Fax: (608) 266-2895
Email: Mark.Moss@dhs.wisconsin.gov

If the primary Contract Administrator is unable to administer this Agreement, the GRANTOR will contact the GRANTEE and designate a new Contract Administrator.

B. The contact information for GRANTEE's Contract Administrator is:

Laura Cherek-Laabs
2801 E. Morgan Avenue
Milwaukee, WI 53207

Telephone: (414) 977-5087
Fax:
Email: nschultz@stanncenter.org

If the primary Contract Administrator is unable to administer this Agreement, the GRANTEE will contact the GRANTOR and designate a new Contract Administrator.

8. **PAYMENT FOR SERVICES**

A. GRANTOR will assign a profile number to the GRANTEE.

B. The GRANTOR, following execution of this Agreement, but not prior to the 1st day of the grant period, may pay to the GRANTEE one (1) month's estimated operating costs of the Agreement amount for each of the 1st three (3) months of this Agreement. If such prepayments are made, the prepayments shall be recovered from future payments due the GRANTEE under this Agreement.

C. The GRANTEE shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference. *See*, Allowable Cost Policy Manual at: http://www.dhs.wisconsin.gov/grants/administration/allowablecost/acpm.htm.

D. The GRANTEE shall submit expenditures on the form required by the Department to the following email: mailto:DHS600RCARS@dhs.wi.gov.

E. Payments to the GRANTEE will be made monthly based on expenditures submitted by the GRANTEE on the form required by the Department.

F. Expense reports received timely (by the 15th of the month) will be reviewed and processed by the 20th day of the following month.

G. The GRANTOR will mail legal notices to the GRANTEE at the address in Section 7.B., unless otherwise notified by the GRANTEE.

H. All payments will be made as electronic funds transfer (EFT), which include non-municipalities, non-profits, and UW Departments on the 1st of the month or the 1st banking day following the scheduled payment date, whichever is later. Other state agencies will receive payment by check on the 1st of the month or the first working day after the 1st. CARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following web site and should be reviewed and/or printed each month for each agency type for account reconciliation. http://apps.health.wisconsin.gov/cars/GetIndexServlet.

I. Payments to the GRANTEE, including any prepayments, shall not exceed the total Agreement amount.

J. If the GRANTOR determines, after notice to GRANTEE and opportunity to respond, that payments were made that exceeded allowable costs, the GRANTEE shall refund the amount determined to be in excess within 30 days of invoicing or notification by the GRANTOR. The GRANTOR may, at its sole discretion, effectuate such refund by withholding money from future payments due the GRANTEE at any time during or after the Agreement period. The GRANTOR reserves the right to recover such excess funds by any other appropriate legal means.

9. REPORTING

A. The GRANTEE shall comply with the GRANTOR's program reporting requirements as specified in the applicable Attachment of this Agreement.

B. The required reports shall be forwarded to the GRANTOR's Contract Administrator according to the schedule established by the GRANTOR.

10. FEDERAL AND STATE RULES AND REGULATIONS

A. The GRANTEE agrees to meet State and Federal laws, rules, regulations, and program policies applicable to this Grant Agreement.

B. The GRANTEE will act solely in its independent capacity and not as an employee of the Department. The GRANTEE shall not be deemed or construed to be an employee of the Department for any purpose.

C. The GRANTEE agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by

an entity that receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

11. AFFIRMATIVE ACTION PLAN AND CIVIL RIGHTS COMPLIANCE

A. Affirmative Action Plan

(1) As required by Wisconsin's Contract Compliance Law under Wis. Stat. § 16.765, every GRANTEE must agree to equal employment and affirmative action policies and practices in its employment programs as follows: In connection with the performance of work under this grant, the GRANTEE agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of the nondiscrimination clause.

(2) The GRANTEE must submit an Affirmative Action Plan to the GRANTOR in accordance with the Contract Compliance Program in the Wisconsin Department of Administration instructions posted on the following website: http://vendornet.state.wi.us/vendornet/contract/contcom.asp.

(3) An Affirmative Action Plan is required from a GRANTEE who receives a state Grant over $50,000 AND who has a workforce of fifty (50) or more employees as of the award date, unless the GRANTEE is exempt by established criteria. The plan is due to the GRANTOR within fifteen (15) working days of the award date of the GRANTEE's Grant. The plan must have been prepared or revised not more than one year prior to the award date of the Grant. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal Grants over $50,000, must submit Affirmative Action Plans in the same manner as other GRANTEES.

(4) The GRANTEE must submit its Affirmative Action plan or request for exemption from filing an affirmative action plan in accordance to the Contract Compliance Program within fifteen (15) working days to:

DHS/DES/BSS
AFFIRMATIVE ACTION COORDINATOR
1 W WILSON ST RM 655
PO BOX 7850
MADISON WI 53707-7850

and submit a PDF file to DHSContractCompliance@dhs.wisconsin.gov.

B. Civil Rights Compliance

(1) For agreements for the provision of services to clients, the GRANTEE must comply with Civil Rights requirements. GRANTEES with an annual work force of less than twenty-five (25) employees, regardless of Grant amount, and GRANTEES with Grants of less than $50,000 are

not required to complete and maintain on file a Civil Rights Compliance Plan that covers the length of the Grant or the most recent published Civil Rights Compliance Requirements for the DHS. However, they must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance. GRANTEES with an annual work force of twenty-five (25) employees and Grant agreements of $50,000 or more shall complete and keep on file a Civil Rights Compliance Plan compliant with the most recent DHS Civil Rights Compliance Requirements publication. All GRANTEES must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance and complete their Civil Rights Compliance Plan within fifteen (15) working days of the award date of the agreement or Grant. The most recent published Civil Rights Compliance Requirements are outline on the following website: http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm.

(2) Civil Rights Compliance Letters of Assurances should be sent to:

DHS
OFFICE OF AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE
1 W WILSON ST RM 656
PO BOX 7850
MADISON WI 53707-7850

Telephone: 608-266-9372 (Voice)
1-888-701-1251 (TTY)
Fax: 608-267-2147
Email: David.Duran@wi.gov

(3) The GRANTEE agrees that it will comply with all Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Health Service Act; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981; the American with Disabilities Act (ADA) of 1990; the Wisconsin Fair Employment Act and applicable amendments; and other Federal Civil Rights laws listed in the Civil Rights Compliance Plan.

(4) No qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age (USDA-FNS program funding protects political belief or political affiliation when Food Stamp Act funding is received). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the GRANTEE are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

(5) No qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. Unless otherwise exempted under Executive Order 11246, as amended, and Section 503 of the Rehabilitation of

1973, or if the GRANTEE is considered to be a Federal GRANTOR, the GRANTEE assures that it will comply with these requirements. All employees of the GRANTEE are expected to support goals and programmatic activities relating to non-discrimination in employment.

(6) The GRANTEE shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator when the GRANTEE is engaged in the provision of service delivery. The discrimination complaint process must be posted in conspicuous places available to applicants and recipients of services, and applicants for employment and employees. The complaint process will be according to the GRANTOR'S standards and the GRANTEE shall post the complaint process notice translated into the major primary languages of the Limited English Proficient participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The GRANTEE shall not request interpretation services from family members, friends and minors. However, the participant may request a family member or friend to serve as interpreter. Under no circumstance will a minor be allowed to serve as interpreter.

(7) The GRANTEE agrees to comply with the GRANTOR'S guidelines for ensuring Access and Equal Opportunity in Service Delivery and Employment by Recipients of Federal and State Funded Programs, Services and Activities issued by the State of Wisconsin, Department of Health Services, Department of Children and Families and Department of Workforce Development; which can be found on the following website: http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm.

(8) Requirements herein stated apply to any sub-grants or grants. The GRANTEE has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the GRANTOR has a direct Grant with another GRANTEE'S subcontractor, the GRANTOR will assume direct responsibility for monitoring and assuring compliance of the mutual subcontractors.

(9) The GRANTOR will monitor the Civil Rights Compliance of the GRANTEE. The GRANTOR may conduct reviews to ensure that the GRANTEE is ensuring compliance by its subcontractors according to guidelines in the State of Wisconsin Department of Workforce Development, Department of Children and Families and Department of Health Services most recent Civil Rights Compliance Plan requirements. The GRANTEE agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by GRANTEE, as well as interviews with staff, clients, and applicants for services, subcontractors, GRANTEES, and referral agencies. The reviews will be conducted according to Department procedures. The GRANTOR will also conduct reviews to address immediate concerns of complainants.

(10) Where the GRANTOR has a direct Grant with another GRANTEE's subcontractor, the GRANTEE need not monitor the subcontractor's compliance with the Civil Rights Compliance Plan.

(11) The GRANTEE agrees to cooperate with the GRANTOR in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

C. The GRANTEE agrees to all of the following:

(1) Hire staff with special translation or sign language skills, or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client.

(2) Provide reasonable accommodations or language assistance to the client during the application process, in the receipt of services, and in the processing of complaints or appeals.

(3) Train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics.

(4) Make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired.

(5) Post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

12. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions used in this section:

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

(2) "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

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

B. The GRANTEE shall not use Confidential Information for any purpose other than the limited purposes set forth in this Grant, and all related and necessary actions taken in fulfillment of the obligations thereunder. The GRANTEE shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Grant and who have been apprised of, and agree to maintain, the confidential nature of such information according to the terms of this Grant.

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

D. GRANTEE shall ensure that all identifying marks of confidentiality contained on or included in any item of Confidential Information shall be reproduced by GRANTEE on any reproduction, modification, or translation of such Confidential Information. If requested by the State, GRANTEE shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

E. If requested by the Department, GRANTEE shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement.

13. **SUBGRANTS**

A. The GRANTOR reserves the right of approval of any sub-grants and the GRANTEE shall report information relating to sub-grants to the GRANTOR. A change in a subcontractor or a change from direct service provision to a sub-grant may only be executed with the prior written approval of the GRANTOR. In addition, GRANTOR approval may be required regarding the terms and conditions of a sub-grant, and the subcontractors selected. Approval of a sub-grantee will be withheld if the GRANTOR reasonably believes that the intended sub-grantee will not be a responsible GRANTEE in terms of services provided and costs billed.

B. The GRANTEE retains responsibility for fulfillment of all terms and conditions of this Grant Agreement when it enters into a sub-grant agreement and will be subject to enforcement of all the terms and conditions of this Grant Agreement.

14. **GENERAL PROVISIONS**

A. Any payments of monies to the GRANTEE by the GRANTOR for services provided under this Grant Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.

B. The GRANTEE shall conduct all procurement transactions in a manner that provides maximum open and free competition.

C. The GRANTEE shall not engage the services of any person concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to

this Grant Agreement without the written consent of the employer of such person or persons and of the GRANTOR.

D. If a state public official (*see*, Wis. Stat. § 19.42), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10% interest is a party to this Grant Agreement; and, if this Grant Agreement involves payment of more than $3,000 within a 12-month period, this Grant Agreement is void unless appropriate written disclosure is made according to Wis. Stat. § 19.45(6), before signing the Grant Agreement. Written disclosure, if required, must be made to the State of Wisconsin Government Accountability Board at:

WI GAB
212 E WASHINGTON AVE FL 3
MADISON WI 53703- 4232

Telephone: 608-266-8005
Fax: 608-267-0500

E. If the GRANTEE or any sub-grantee is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Grant Agreement that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Wis. Stat., Chs. 180 and 181, relating to foreign corporations.

F. The GRANTEE agrees that funds provided under this Grant Agreement shall be used to supplement or expand the GRANTEE'S efforts, not to replace or allow for the release of available local (GRANTEE) funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

A. The GRANTEE'S accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by the GRANTOR as contained in Section 9 of this Agreement, and support expenditure reports submitted to the GRANTOR.

B. The GRANTEE shall reconcile costs reported to the GRANTOR for reimbursement or as match to expenses recorded in the GRANTEE'S accounting or simplified bookkeeping system on an ongoing and periodic basis. The GRANTEE agrees to complete and document reconciliation at least quarterly, and to provide a copy to the GRANTOR upon request. The GRANTEE shall retain the reconciliation documentation according to approved records retention requirements. Expenditures of funds from this Grant Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual.

16. CHANGES IN ACCOUNTING PERIOD

A. The GRANTEE shall notify the GRANTOR of any change in its accounting period and provide proof of Internal Revenue Service (the "IRS") approval for the change.

B. Proof of IRS approval shall be considered verification that the GRANTEE has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the GRANTEE of reporting or audit requirements of this Grant Agreement. An audit meeting the requirements of this Grant Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the GRANTEE for fire and extended coverage of any equipment funded under this Grant Agreement, which the GRANTOR retains ownership of, and which is in the care, custody, and control of the GRANTEE.

B. The GRANTOR shall have all ownership rights in any computer hardware funded under this Grant Agreement or supplied by the GRANTOR and in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this Grant Agreement. The GRANTEE is responsible for keeping all of GRANTOR's property reasonably secure from theft, damage or other loss.

C. The GRANTEE agrees that if any materials are developed under this Grant Agreement, the GRANTOR shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Grant Agreement, shall be promptly and fully reported to the GRANTOR.

18. AUDITS

A. *Requirement to Have an Audit*: Unless waived by the GRANTOR, the GRANTEE shall submit an annual audit to the GRANTOR if the total amount of annual funding provided by the GRANTOR (from any and all of its Divisions or subunits taken collectively) through this and other Grants is $25,000 or more. In determining the amount of annual funding provided by the GRANTOR, the GRANTEE shall consider both: (a) funds provided through direct Grants with the GRANTOR; and (b) funds from the GRANTOR passed through another agency which has one or more Grants with the GRANTEE.

B. *Audit Requirements*: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, Wis. Stat.§ 46.036, *Government Auditing Standards*, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide (www.ssag.state.wi.us). The audit shall also comply with the requirements in OMB Circular A-133, titled: "Audits of States, Local Governments, and Non-Profit Organizations," if the agency meets the criteria for needing a federal single audit.

C. *Reporting Package*: The Auditor shall send to the GRANTOR a reporting package which includes all of the following:

(1) Financial statements and other audit schedules and reports required for the type of audit applicable to the GRANTEE.

(2) The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.

(3) Management responses/corrective action plan for each audit issue identified in the audit.

D. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the grantee/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

E. *Access to Auditor's Work Papers*: When contracting with an audit firm, the GRANTEE shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

F. *Access to GRANTEE Records*: The GRANTEE shall permit appropriate representatives of the Department or GRANTOR, or both, to have access to the GRANTEE'S records and financial statements as necessary to review GRANTEE's compliance with the Federal and State requirements for the use of the funding.

G. *Failure to Comply with the Audit Requirements*: If the GRANTEE fails to have an appropriate audit performed or fails to provide a complete audit report to the GRANTOR within the specified timeframes, the GRANTOR may do any of the following:

(1) Conduct an audit or arrange for an independent audit of the GRANTEE and charge the cost of completing the audit to the GRANTEE;

(2) Charge the GRANTEE for all loss of Federal or State aid or for penalties assessed to the GRANTOR because the GRANTEE did not submit a complete audit report within the required timeframe; and/or

(3) Disallow the cost of audits that do not meet these standards.

H. *Closeout Audits*:

(1) A specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the GRANTEE ceases operations, or when the GRANTEE changes its accounting period (fiscal year). The purpose of the audit is to close out the short accounting period. The required closeout audit may be waived by the GRANTOR upon written request from the GRANTEE, except when the Agreement is terminated for cause. The required closeout audit may not be waived when an Agreement is terminated for cause.

(2) The GRANTEE shall ensure that its auditor contacts the GRANTOR prior to beginning the audit. The GRANTOR, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the GRANTEE and the auditor. Payment of increased audit costs, as a

result of the additional testing requested by the GRANTOR, is the responsibility of the GRANTEE.

(3) The GRANTOR may require a closeout audit that meets the audit requirements specified in paragraph B., above. In addition, the GRANTOR may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 Compliance Supplement and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.

(4) All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

19. **OTHER ASSURANCES**

A. The GRANTEE shall notify the GRANTOR in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Worker's Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the GRANTEE, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

B. The GRANTEE shall notify the GRANTOR, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of Five Hundred Dollars ($500), or when total past due liabilities to any one or more vendors exceed One Thousand Dollars ($1000), related to the operation of this Grant Agreement for which the GRANTOR has reimbursed or will reimburse the GRANTEE. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the GRANTEE to resolve the dispute.

C. The GRANTOR may require written assurance at the time of entering into this Agreement that the GRANTEE has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the GRANTOR up to $500,000.

20. **RECORDS**

A. The GRANTEE shall maintain both written and electronic records as required by State and Federal law and as required by program policies. Records shall be maintained using accepted filing practices to allow for ready access.

B. The GRANTEE and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of the GRANTOR'S records that the GRANTEE accesses to provide services under this Grant Agreement.

C. The GRANTEE shall maintain and retain such records and financial statements for six (6) years from the closeout of the Grant in accordance with DHS retention period for Grant Management Records. In addition, records for periods which are under audit or subject to dispute or litigation

MUST BE RETAINED until the audit/dispute/litigation, and any associated appeal periods have ended.

D. The use or disclosure by any individual, of any information, for any purpose not connected with the administration of the GRANTEE'S or the GRANTOR'S responsibilities under this Grant, is prohibited, except with the INFORMED, written consent of the eligible individual or the individual's legal guardian.

E. The GRANTEE, upon the GRANTOR'S request, will transfer records under this Grant Agreement at no cost to the GRANTOR. The GRANTEE shall index and organize records to be transferred in the manner directed by the GRANTOR.

21. AGREEMENT REVISIONS AND/OR TERMINATION

A. The GRANTEE agrees to re-negotiate with the GRANTOR the terms and conditions of this Grant Agreement or any part thereof in such circumstances as:

(1) Increased or decreased volume of services;

(2) Changes required by State and Federal law or regulations, or court action; or,

(3) Increase or reduction in the monies available affecting the substance of this Grant Agreement.

B. Failure to agree to a re-negotiated Grant Agreement under these circumstances is cause for the GRANTOR to terminate this Grant Agreement.

C. This Grant Agreement may be terminated for any reason by a 30-day written notice by either party. This Grant Agreement may be revised by mutual agreement. The revision will be effective only when the GRANTOR and GRANTEE attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties unless the revision is to add funds.

D. The GRANTEE shall notify the GRANTOR whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the GRANTOR shall determine whether such inability may require revision or termination of this Agreement.

E. If the GRANTOR terminates this Agreement before the expiration date for reason other than non-performance by the GRANTEE, then funds due to the GRANTEE for performance by the GRANTEE before termination shall remain due and owing and be promptly paid by GRANTOR to GRANTEE. Actual financial losses incurred by the GRANTOR due to the failure of GRANTEE to comply with this Agreement may be deducted by GRANTOR.

F. The GRANTOR reserves the right to reduce the total amount of the Grant due to substantial under spending by the GRANTEE. All such Grant Agreement reductions will become effective upon thirty (30) days written notice to the GRANTEE and shall not relieve the GRANTEE of any programmatic requirements.

22. NON-COMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Grant Agreement may be considered cause for revision, suspension or termination of this Grant Agreement. Suspension includes withholding part or all of

the payments that otherwise would be paid the GRANTEE under this Grant Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Grant Agreement and any other measure that suspends the GRANTEE'S participation in the Grant Agreement if the GRANTOR determines it is necessary to protect the interests of the state.

B. The GRANTEE shall provide written notice to the GRANTOR of all instances of non-compliance with the terms of this Agreement by the GRANTEE or any of its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the GRANTEE became aware of the non-compliance. The written notice shall include information on the reason for and effect of the non-compliance. The GRANTEE shall provide the GRANTOR with a plan to correct the non-compliance.

C. If GRANTOR determines that non-compliance with this Agreement has occurred, or continues to occur, it shall demand immediate correction of continuing non-compliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement or the imposing of additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.

D. If audits are not submitted when due, the GRANTOR may take action as provided in the Auditing Requirements section of this Agreement.

E. If required statistical data, reports and other required information, other than audits, are not submitted when due, the GRANTOR may withhold all payments that otherwise would be paid the GRANTEE under this Grant Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between the GRANTOR and GRANTEE under this Agreement, including the GRANTOR'S finding of non-compliance and imposition of remedial measures, the following process will be the exclusive administrative review:

A. *Informal Review*: The GRANTOR'S and GRANTEE'S Contract Administrators will attempt to resolve the dispute. If a dispute is not resolved at this Step, then a written statement to this effect must be signed and dated by both Contract Administrators. The written statement must include all of the following:

(1) A brief statement of the issue;

(2) The steps that have been taken to resolve the dispute; and

(3) Any suggested resolution by either party.

B. *Division Administrator's Review*: If the dispute cannot be resolved by the Contract Administrators, the GRANTEE may request a review by the Administrator of the Division in which the GRANTOR'S Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department. A request under this Step must be received by the Division Administrator (or Deputy Secretary) within 14 days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.

C. *Secretary's Review*: If the dispute is unresolved at Step B, the GRANTEE may request a Final Review by the Secretary of the Department. A request under this Step must be received by the Office of the Secretary within 14 days after date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

A. The due date of the final fiscal report shall be ninety (90) days after the Grant Agreement period ending date.

B. Expenses incurred during the Grant Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

25. INDEMNITY

To the extent authorized under State/Federal laws, the GRANTOR and GRANTEE agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

26. SURETY BOND

The GRANTOR may require the GRANTEE to have a surety bond. The surety bond shall be in force for the period of the Grant Agreement and shall be a reasonable amount to be determined by the GRANTOR. The amount of the bond shall be no less than the amounts of any pre-payments under this Grant Agreement.

27. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Grant Agreement is contingent upon authority granted under the laws of the state of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of the GRANTOR shall serve to revise or terminate this Agreement, except as further agreed to by the parties.

B. The GRANTOR and GRANTEE understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

28. DEBARMENT OR SUSPENSION

The GRANTEE certifies that neither the GRANTEE organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., but not limited to, General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The GRANTEE further certifies that potential sub recipients, contractors, any of their principals are not debarred, suspended or proposed for debarment.

29. **GOVERNING LAW**

This Agreement shall be governed by the laws of the state of Wisconsin.

30. **SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

31. **ASSIGNMENT**

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

32. **MULTIPLE ORIGINALS**

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

33. **CAPTIONS**

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

34. **SPECIAL PROVISIONS, IF APPLICABLE**

A. The following Special Provisions are required: none

B. Agency Providing Funding:

C. Funding Percentages: Federal: State: Other:

D. CFDA #:

E. Match Requirements:

35. This Grant Agreement becomes null and void if the time between the earlier dated signature and the latter dated signature of the GRANTEE and GRANTOR's Authorized Representatives on this Agreement, exceeds sixty (60) days inclusive of the two signature dates.

- THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. -

SIGNATORIES TO THIS AGREEMENT

GRANTEE's Authorized Representative — Date 11/13/15
Edna Lonergan
President

Agency DUNS No. | | | | | | | | | |

GRANTOR's Authorized Representative — Date 11/23/15
Chuck J. Warzecha
Operations Director, acting for
Administrator / Deputy Administrator, Division of Public Health
Department of Health Services

CARS PAYMENT INFORMATION

The information below is used by the DHS's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Agreement.

Agency Name: St. Ann Center for Intergenerational Care

Grant Agreement #, if applicable: 29804

Total Grant Agreement Amount: $90,131

Agency Number	Agency Type	Grant Agreement Period	Profile ID Number	Grant Agreement Amount	Program Name (abbreviate)	If applicable, add any additional Profile Notes
3917577565	~~590~~ 690	07/1/15-6/30/16	170000	$90,131	Oral Health	
	408			$		
	11/20			$		
				$		
				$		
				$		
				$		
				$		
				$		
				$		
				$		
				$		
				$		
				$		
				$		
				$		

Grant Agreement Amount Total $90,131.00

Match Required: No If Yes, Profile ID# Amount: $

GRANTS TO DENTAL CLINICS BUDGET - July 1, 2015 to June 30, 2016

Agency: St. Ann Center for Intergenerational Care

BUDGET DESCRIPTION					AMOUNT
A. Personnel Services					
Title/position & Incumbent's Name (if available)	Annual Salary	FTE	Salary for Contract	Fringe Benefit Amount for Contract	
Dentist (2 days a week)	$ 90,000	0.25	22,500	$ -	$ 22,500
Dental Assistant (Full time)	$ 36,400	0.25	9,100	$ -	$ 9,100
Dental Assistant (part time)	$ 18,200	0.25	4,550	$ -	$ 4,550
Office Manager, Director (Laura Cherek-Laabs)	$ 40,000	0.25	10,000	$ -	$ 10,000
Receptionist	$ 27,000	0.25	6,750	$ -	$ 6,750
				A. Personnel Services TOTAL	$ 52,900
B. Contractual, Contract Staff, & Consultant Costs					
				B. Contractual, Contract Staff, & Consultant Costs TOTAL	
C. Program Supplies					
1. Office Supplies (paper, pens, etc.) Itemizations					
				C-1 Office Supplies SUB TOTAL	

2. Printing & Photocopying Itemizations	
C-2 Printing & Photocopying SUB TOTAL	
3. Oral Health Supplies (disposables, amalgam, anesthetic, etc.) Itemizations	
Initial Supply Order part 1(See attached Henry Schein estimate)	$ 9,023
Initial Supply Order part 2 (See attached Henry Schein estimate)	$ 774
Initial Supply Order part 3 (See attached Henry Schein estimate)	$ 6,293
C-3 Oral Health Supplies SUB TOTAL	$ 16,091
4. Electronic Equipment (computers, cell phones, etc.) Itemizations	
Computer for Reception	$ 278
C-4 Electronic Equipment SUB TOTAL	$ 278
C. Program Supplies TOTAL	$ 16,369
D. Agency Operations	
1. Rent Itemizations	
D-1 Rent SUB TOTAL	
2. Communication Itemizations	
Telephone charges/bills	
Internet charges/bills	
D-2 Communications SUB TOTAL	

3. Travel Itemizations	
Transportation	
Mileage	
Hotel	
Food	
D-3 Travel SUB TOTAL	
4. Dental Equipment, (radiography, delivery units, lights, etc.) Itemizations	
Nitous oxide system	$ 20,863
D-4 Dental Equipment SUB TOTAL	$ 20,863
5. Equipment Fees, Maintenance, & Repairs (software license fees, etc.) Itemizations	
D-5 Equipment Fees, Maintenance, & Repairs SUB TOTAL	
6. Miscellaneous & Other Itemizations	
D-6 Miscellaneous & Other SUB TOTAL	
D. Agency Operations TOTAL	$ 20,863
E. Construction Costs	
1. Clinic Construction Costs (cost of dental clinic expansion, etc.) Itemizations	
E. Construction Costs TOTAL	
TOTAL GRANT COSTS	$ 90,131

WI Division of Public Health
Oral Health Program
Work Plan

Agency Name: [Insert Agency Name]

Contract Period: July 1, 2014 to June 30, 2015

Objective #3:
Objective Outcome:
Activities
3.1
3.2
3.3
3.4
3.5
3.6
3.7
3.8

WI Division of Public Health
Oral Health Program
Work Plan

Agency Name: [Insert Agency Name]

Contract Period: July 1, 2014 to June 30, 2015

Objective #4:
Objective Outcome:
Activities
4.1
4.2
4.3
4.4
4.5
4.6
4.7
4.8

WI Division of Public Health
Oral Health Program
Work Plan

Agency Name: [Insert Agency Name]

Contract Period: July 1, 2014 to June 30, 2015

Objective #5:
Objective Outcome:
Activities
5.1
5.2
5.3
5.4
5.5
5.6
5.7
5.8

Department of Workforce Development
Office of Skills Development
Wisconsin, Fast Forward
P.O. Box 7946
Madison, WI 53707-7946
Fax:(608) 266-1784

WISCONSIN FAST FORWARD
BLUEPRINT FOR PROSPERITY

STATE OF WISCONSIN
DWD
Department of Workforce Development

Scott Walker, Governor
Reginald J. Newson, Secretary
Scott Jansen, Division Administrator

November 7, 2014

Nick Schultz
Director of Grants
St. Ann Center For Intergenerational Care, Inc.
2801 E. Morgan Avenue
Milwaukee, WI 53207

Re: Wisconsin Fast Forward – Blueprint for Prosperity
Training Workers with Disabilities: BP142PWD-14

Dear Nick:

On behalf of Governor Scott Walker, I am pleased to announce the approval of a Wisconsin Fast Forward – Blueprint for Prosperity Training Workers with Disabilities grant to St. Ann Center For Intergenerational Care, Inc. for up to $30,460 to train 10 workers to enhance skills for employment through the Workers With Disabilities Training Program. Funding is made possible through the Wisconsin Department of Workforce Development (DWD) – Office of Skills Development (OSD).

To accept this intent to award, please reply to this e-mail with your acceptance by Tuesday, January 6, 2014. After your acceptance has been received, the OSD staff will issue an award contract and related documentation. As the signor on the award, you will be responsible for all reporting requirements, including assurance that all funds are administered according to the project scope and fulfillment of contract terms and conditions.

Upon receiving this notification, your organization is authorized to begin program operations and may begin incurring costs immediately. However, expenses cannot be billed until grant contract documentation has been signed and returned to the OSD.

This Letter of Intent to Award is a courtesy notification. We respectfully request that you do not publicize this grant award until the DWD has issued public award announcements.

I extend my best wishes to your organization for its success in this Wisconsin Fast Forward working training collaboration.

Sincerely,

Reginald J. Newson
Secretary

FLOW OF FUNDS MEMORANDUM
ST. ANN CENTER

This Flow of Funds Memorandum (this "Memorandum") dated as of December 16, 2014 (the "Closing Date") is agreed to by:

SOURCE LENDERS

(1) BMO Harris Bank N.A. ("BMO")
(2) IFF ("IFF")

LEVERAGE LENDER

(3) St. Ann Center for Intergenerational Care, Inc. (the "Leverage Lender");

INVESTMENT FUND AND ITS SOLE MEMBER

(4) St. Ann Center Investment Fund, LLC (the "Investment Fund");
(5) PNC New Markets Investment Partners, LLC ("PNC NMIP");

FCI CDE AND FCI SUB-CDE

(6) Forward Community Investments, Inc. ("FCI CDE");
(7) Community Benefit Sub CDE 2, LLC ("FCI Sub-CDE");

IFF CDE AND IFF SUB-CDE

(8) IFF ("IFF CDE");
(9) IFF Capital VII LLC ("IFF Sub-CDE");

PNC CDE AND PNC SUB-CDE

(10) PNC Community Partners, Inc. ("PNC CDE");
(11) PNC CDE 46, LP ("PNC Sub-CDE");

QALICB

(12) St. Ann Center Properties, Inc. (the "QALICB");

and details the transfer of funds in connection with the closing and funding of the transactions described below, all for the purpose of providing debt and/or equity financing for: (i) the Leverage Lender; (ii) the Investment Fund; (iii) the Investment Fund's "qualified equity investment" ("QEI") in each of FCI Sub-CDE, PNC Sub-CDE and IFF Sub-CDE (collectively, the "Sub-CDEs"); and (iv) the "qualified low-income community investments" in the QALICB which shall use such investments to be used for the construction, development, and operation of a facility providing adult day care, child day care, community services and other care giving services in the City of Milwaukee, Wisconsin (collectively the "Project").

The parties hereby: (i) agree that all of the information contained herein is complete and accurate to the best of their knowledge; (ii) except as noted herein, intend that the transactions set forth on this Memorandum are to be effected as set forth herein; and (iii) direct the appropriate parties to take such actions, or agree to take such actions, as are necessary or appropriate in order to effect such transfers.

This Memorandum may be executed in two (2) or more counterparts, and by facsimile, each of which shall be an original, but shall constitute one and the same Memorandum.

The transfer and wiring of funds prior to or on the Closing Date shall be completed as follows:

I. LEVERAGE LENDER EQUITY

1. On or prior to the Closing Date, Leverage Lender shall have no less than the following amount in its account to be used as part of the Leverage Loan sources:

Account

Amount:	$3,955,829.00
Account Name:	St. Ann Center for Intergenerational Care, Inc.
Bank Name:	BMO Harris Bank N.A.
Account No.:	3996378
ABA Routing No.:	071000288
Reference:	St. Ann – Leverage Lender Equity

II. LOANS TO LEVERAGE LENDER

Pursuant to those certain agreements by and between BMO and Leverage Lender, BMO made two loans in the following amounts to Leverage Lender prior to the Closing Date:

2. BMO - Term Loan to Leverage Lender

Debit

Amount:	$2,088,030.00
Account Name:	BMO Harris Bank N.A.
Reference:	St. Ann – Loan to Leverage Lender (1)

Credit

Amount:	$2,088,030.00
Account Name:	St. Ann Center for Intergenerational Care, Inc.
Bank Name:	BMO Harris Bank N.A.
Account No.:	3996378
ABA Routing No.:	071000288
Reference:	St. Ann – Loan to Leverage Lender (1)

3. BMO - Pledge Bridge Loan to Leverage Lender

Pursuant to that certain Loan Agreement, dated as of December 12, 2014, by and between BMO and Leverage Lender (the "BMO Bridge Loan"), BMO will advance a total of $6,106,141.00 to Leverage Lender as follows:

Debit

Amount:	$6,106,141.00
Account Name:	BMO Harris Bank N.A.
Reference:	St. Ann – Loan to Leverage Lender (2)

Credit

Amount:	$6,106,141.00
Account Name:	St. Ann Center for Intergenerational Care, Inc.
Bank Name:	BMO Harris Bank N.A.
Account No.:	3996378
ABA Routing No.:	071000288
Reference:	St. Ann – Loan to Leverage Lender (2)

4. BMO –Leverage Lender to Fee Reserve

Pursuant to the BMO Bridge Loan, Leverage Lender authorizes BMO to make the following transfer:

Debit

Amount:	$400,000.00
Account Name:	St. Ann Center for Intergenerational Care, Inc.
Bank Name:	BMO Harris Bank N.A.
Account No.:	3996378
ABA Routing No.:	071000288
Reference:	St. Ann – Leverage Lender to Fee Reserve

Credit

Amount:	$400,000.00
Account Name:	St. Ann Center for Intergenerational Care, Inc. (Fee Reserve)
Bank Name:	BMO Harris Bank N.A.
Account No.:	3996386
ABA Routing No.:	071000288
Reference:	St. Ann –Leverage Lender to Fee Reserve

5. IFF - IFF Term Loan to Leverage Lender

Pursuant to that certain agreement by and between IFF and Leverage Lender, IFF made a loan in the following amount to Leverage Lender prior to the Closing Date:

Debit

Amount:	$1,500,000.00
Account Name:	IFF
Bank Name:	JP Morgan Chase Bank
Account No.:	5330252849
ABA Routing No.:	021000021
Reference:	St. Ann – Loan to Leverage Lender (3)

Credit

Amount:	$1,500,000.00
Account Name:	St. Ann Center for Intergenerational Care, Inc.
Bank Name:	BMO Harris Bank N.A.
Account No.:	3996378
ABA Routing No.:	071000288
Reference:	St. Ann – Loan to Leverage Lender (3)

Upon receipt of the above transfers, Leverage Lender shall have at least $13,250,000.00 in its account. The previous transfers were made on or before the Closing Date. The following transfers shall be made on the Closing Date.

III. LEVERAGE LOAN & FUND EQUITY CONTRIBUTION

6. BMO – Leverage Loan

Pursuant to that certain Loan and Security Agreement (Leverage Loan), dated as of the Closing Date, by the Investment Fund, as borrower, for the benefit of the Leverage Lender, as lender (the "Leverage Loan Agreement"), the Leverage Lender authorizes BMO to make the following advance under the Leverage Loan Agreement to the operating account of the Investment Fund (the "Leverage Loan Advance").

Debit

Amount:	$13,250,000.00
Account Name:	St. Ann Center for Intergenerational Care, Inc.
Bank Name:	BMO Harris Bank N.A.
Account No.:	3996378
ABA Routing No.:	071000288
Reference:	St. Ann – Leverage Loan Advance

Credit

Amount:	$13,250,000.00
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – Leverage Loan Advance

7. PNC - Equity Investment by PNC NMIP

Pursuant to that certain Operating Agreement of the Investment Fund, dated as of the Closing Date, entered into by PNC NMIP, as sole member and manager (the "Fund Operating Agreement"), PNC NMIP shall make the following transfer (the "NMTC Equity Investment Transfer").

Debit

Amount:	$5,850,000.00
Account Name:	PNC New Markets Investment Partners, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	5606820997
ABA Routing No.:	031100089
Reference:	St. Ann – NMTC Equity Investment Transfer

Credit

Amount:	$5,850,000.00
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – NMTC Equity Investment Transfer

IV. EQUITY CONTRIBUTIONS TO SUB-CDES

8. IFF - IFF CDE Equity Contribution to IFF Sub-CDE

Pursuant to that certain Amended and Restated Operating Agreement of IFF Sub-CDE, dated as of the Closing Date, entered into by IFF CDE and the Investment Fund (the "IFF Sub-CDE Operating Agreement"), IFF CDE shall make the following transfer.

Debit

Amount:	$1,000.00
Account Name:	IFF
Bank Name:	JP Morgan Chase Bank
Account No.:	5330252849
ABA Routing No.:	021000021
Reference:	St. Ann – IFF CDE Equity Contribution to IFF Sub-CDE

Credit

Amount:	$1,000.00
Account Name:	IFF Capital VII LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003349
ABA Routing No.:	043000096
Reference:	St. Ann – IFF CDE Equity Contribution to IFF Sub-CDE

9. FCI - FCI CDE Equity Contribution to FCI Sub-CDE

Pursuant to that certain Amended and Restated Operating Agreement of FCI Sub-CDE, dated as of the Closing Date, entered into by FCI CDE and the Investment Fund (the "FCI Sub-CDE Operating Agreement"), FCI CDE shall make the following transfer.

Debit

Amount:	$500.00
Account Name:	Forward Community Investments, Inc.
Bank Name:	Bankers Bank of Wisconsin 7700 Mineral Point Road Madison, WI 53717
Account No.:	127-126
ABA Routing No.:	075912479
Reference:	St. Ann – FCI CDE Equity Contribution to FCI Sub-CDE

Credit

Amount:	$500.00
Account Name:	Community Benefit Sub CDE 2, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003357
ABA Routing No.:	043000096
Reference:	St. Ann – FCI CDE Equity Contribution to FCI Sub-CDE

10. PNC - PNC CDE Equity Contribution to PNC Sub-CDE

Pursuant to that certain Amended and Restated Operating Agreement of PNC Sub-CDE, dated as of the Closing Date, entered into by PNC CDE and the Investment Fund (the "PNC Sub-CDE Operating Agreement"), PNC CDE shall make the following transfer.

Debit

Amount:	$375.00
Account Name:	PNC Community Partners, Inc.
Bank Name:	PNC Bank, N.A.
Account No.:	1011608673
ABA Routing No.:	043000096
Reference:	St. Ann – PNC CDE Equity Contribution to PNC Sub-CDE

Credit

Amount:	$375.00
Account Name:	PNC CDE 46, LP
Bank Name:	PNC Bank, N.A.
Account No.:	1026406302
ABA Routing No.:	043000096
Reference:	St. Ann – PNC CDE Equity Contribution to PNC Sub-CDE

V. QEI INVESTMENTS

11. PNC - FCI QEI

Pursuant to FCI Sub-CDE Operating Agreement, the Investment Fund authorizes PNC Bank, N.A. ("PNC Bank") to make the following transfer to the account of FCI Sub-CDE to be reflected as a QEI investment.

Debit

Amount:	$5,000,000.00
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – FCI QEI

Credit

Amount:	$5,000,000.00
Account Name:	Community Benefit Sub CDE 2, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003357
ABA Routing No.:	043000096
Reference:	St. Ann – FCI QEI

12. PNC - PNC QEI

Pursuant to PNC Sub-CDE Operating Agreement, the Investment Fund authorizes PNC Bank to make the following transfer to the account of PNC Sub-CDE to be reflected as a QEI investment.

Debit

Amount:	$3,750,000.00
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – PNC QEI

Credit

Amount:	$3,750,000.00
Account Name:	PNC CDE 46, LP
Bank Name:	PNC Bank, N.A.
Account No.:	1026406302
ABA Routing No.:	043000096
Reference:	St. Ann – PNC QEI

13. PNC - IFF QEI

Pursuant to IFF Sub-CDE Operating Agreement, the Investment Fund authorizes PNC Bank to make the following transfer to the account of IFF Sub-CDE to be reflected as a QEI investment.

Debit

Amount:	$10,000,000.00
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – IFF QEI

Credit

Amount:	$10,000,000.00
Account Name:	IFF Capital VII LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003349
ABA Routing No.:	043000096
Reference:	St. Ann – IFF QEI

VI. QLICI LOAN ADVANCES

Pursuant to that certain Loan Agreement (the "QLICI Loan Agreement") dated as of the Closing Date between the Sub-CDEs, as lenders, and the QALICB, as borrower, the Sub-CDEs authorize PNC Bank to make the following loan transfers to the QALICB:

14. PNC - IFF Sub-CDE QLICI Loan Advances to the QALICB

IFF Sub-CDE authorizes PNC Bank to make the following transfer to the operating account of QALICB:

Debit

Amount:	$9,900,000.00
Account Name:	IFF Capital VII LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003349
ABA Routing No.:	043000096
Reference:	St. Ann – QLICI Loan (IFF Sub-CDE)

Credit

Amount:	$9,900,000.00
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann – QLICI Loan (IFF Sub-CDE)

15. PNC - PNC Sub-CDE QLICI Loan Advance to the QALICB

PNC Sub-CDE authorizes PNC Bank to make the following transfer to the operating account of QALICB:

Debit

Amount:	$3,750,000.00
Account Name:	PNC CDE 46, LP
Bank Name:	PNC Bank, N.A.
Account No.:	1026406302
ABA Routing No.:	043000096
Reference:	St. Ann – QLICI Loan (PNC Sub-CDE)

Credit

Amount:	$3,750,000.00
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann – QLICI Loan (PNC Sub-CDE)

16. PNC - FCI Sub-CDE QLICI Loan Advance to the QALICB

FCI Sub-CDE authorizes PNC Bank to make the following transfer to the operating account of QALICB:

Debit

Amount:	$4,900,000.00
Account Name:	Community Benefit Sub CDE 2, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003357
ABA Routing No.:	043000096
Reference:	St. Ann – QLICI Loan (FCI Sub-CDE)

Credit

Amount:	$4,900,000.00
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann – QLICI Loan (FCI Sub-CDE)

***** UPON COMPLETION OF THE ABOVE TRANSFER THE QLICI LOANS WILL HAVE BEEN FUNDED *****

VII. TRANSFERS FROM THE QALICB OPERATING ACCOUNT

17. PNC - Transfer to Title Company to Pay Third Party Costs and Fees and Sub-CDE Fees.

QALICB authorizes PNC Bank to make the following transfer from the QALICB's Operating Account to the title company, as set forth below, for the payment of third-party costs (*e.g.*, legal, title and accounting, etc.) as set forth on the QALICB Settlement Statement attached hereto as Exhibit A.

Debit

Amount:	$1,300,647.00
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann –Title and Third Party Costs and Fees; File No. 694518/St. Ann Center Properties, Inc.

Credit

Amount:	$1,300,647.00
Account Name:	First American Title Insurance Co.
Bank Name:	First American Trust, FSB
Account No.:	3017460000
ABA Routing No.:	122241255
Reference:	St. Ann –Title and Third Party Costs and Fees; File No. 694518/St. Ann Center Properties, Inc.

18. PNC - Transfer to the QALICB Construction Disbursement Account

QALICB authorizes PNC Bank to make the following transfer from the QALICB's Operating Account to the QALICB's Construction Disbursement Account (the "Construction Disbursement Account Transfer").

Debit

Amount:	$16,233,780.73
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann – Disbursement Account Transfer

Credit

Amount:	$16,233,780.73
Account Name:	St. Ann Center Properties, Inc. (Disbursement Account)
Bank Name:	BMO Harris Bank, N.A.
Account No.:	2035418
ABA Routing No.:	071000288
Reference:	St. Ann – Disbursement Account Transfer

19. PNC - Payment of PNC Placement Fee

QALICB authorizes PNC Bank to make the following transfer from the QALICB's Operating Account to the PNC CDE Account, pursuant to that certain Placement Fee and Compliance Services Fee Agreement, by and between PNC CDE and QALICB dated as of the Closing Date.

Debit

Amount:	$112,500.00
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann – PNC Placement Fee

Credit

Amount:	$112,500.00
Account Name:	PNC Community Partners, Inc.
Bank Name:	PNC Bank, N.A.
Account No.:	1011608673
ABA Routing No.:	043000096
Reference:	St. Ann – PNC Placement Fee

20. PNC - Transfer to the IFF Reserve Account

QALICB authorizes PNC Bank to make the following transfer from the QALICB's Operating Account to the QALICB's IFF Reserve Account.

Debit

Amount:	$543,983.67
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann – IFF Reserve Transfer

Credit

Amount:	$543,983.67
Account Name:	St. Ann Center Properties, Inc. (IFF Reserve Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004499
ABA Routing No.:	043000096
Reference:	St. Ann – IFF Reserve Transfer

21. PNC - Transfer to the FCI Reserve Account

QALICB authorizes PNC Bank to make the following transfer from the QALICB's Operating Account to the QALICB's FCI Reserve Account.

Debit

Amount:	$293,591.83
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann – FCI Reserve Transfer

Credit

Amount:	$293,591.83
Account Name:	St. Ann Center Properties, Inc. (FCI Reserve Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004472
ABA Routing No.:	043000096
Reference:	St. Ann – FCI Reserve Transfer

22. PNC - Reimbursement for Pre-Incurred Costs

Pursuant to that certain Developer's Fee Agreement by and between QALICB and Leverage Lender, QALICB authorizes PNC Bank to make the following transfer from the QALICB's Operating Account to the Leverage Lender's Money Market Account for the reimbursement of pre-incurred costs.

Debit

Amount:	$45,392.00
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann – Pre-Incurred Cost Reimbursement

Credit

Amount:	$45,392.00
Account Name:	St. Ann Center for Intergenerational Care, Inc. (Money Market Account)
Bank Name:	BMO Harris Bank N.A.
Account No.:	398-942-3
ABA Routing No.:	071000288
Reference:	St. Ann – Pre-Incurred Cost Reimbursement

VIII. FEE TRANSFERS BY THE INVESTMENT FUND

23. PNC - IFF Syndication Fee

Pursuant to the Investment Fund Operating Agreement and in consideration of structuring the NMTC Transaction, the Investment Fund authorizes PNC Bank to make a one-time payment in the following amount to IFF CDE:

Debit

Amount:	$300,000.00
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – IFF Syndication Fee

Credit

Amount:	$300,000.00
Account Name:	IFF
Bank Name:	JP Morgan Chase Bank
Account No.:	5330252849
ABA Routing No.:	021000021
Reference:	St. Ann – IFF Syndication Fee

24. PNC - Placement Fee (FCI)

Pursuant to the Investment Fund Operating Agreement and in consideration of structuring the NMTC Transaction, the Investment Fund authorizes PNC Bank to make a one-time payment in the following amount to FCI CDE:

Debit

Amount:	$50,000.00
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – FCI Placement Fee

Credit

Amount:	$50,000.00
Account Name:	Forward Community Investments, Inc.
Bank Name:	Bankers Bank of Wisconsin 7700 Mineral Point Road Madison, WI 53717
Account No.:	127-126
ABA Routing No.:	075912479
Reference:	St. Ann – FCI Placement Fee

IX. OTHER TRANSFERS (SOURCE LOAN FEES, CDE FEES, LEGAL FEES AND LEGAL DEPOSIT)

25. PNC - CDE Fee Payable to FCI CDE

FCI Sub-CDE authorizes PNC Bank to make the following transfer to FCI CDE pursuant to the terms of that certain Sponsor Fee Agreement by and between FCI Sub-CDE and FCI CDE.

Debit

Amount:	$100,000.00
Account Name:	Community Benefit Sub CDE 2, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003357
ABA Routing No.:	043000096
Reference:	St. Ann – FCI Sponsor Fee

Credit

Amount:	$100,000.00
Account Name:	Forward Community Investments, Inc.
Bank Name:	Bankers Bank of Wisconsin 7700 Mineral Point Road Madison, WI 53717
Account No.:	127-126
ABA Routing No.:	075912479
Reference:	St. Ann – FCI Sponsor Fee

26. PNC - Sub-Allocation Fee Payable to IFF CDE

Pursuant to that certain Fee and Services Agreement by and between IFF CDE and IFF Sub-CDE, IFF Sub-CDE shall make the following transfer to IFF CDE's operating account as payment for services rendered to IFF Sub-CDE by IFF CDE. As such, IFF Sub-CDE authorizes PNC Bank to make the following transfer to the operating account of IFF CDE.

Debit

Amount:	$100,000.00
Account Name:	IFF Capital VII LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003349
ABA Routing No.:	043000096
Reference:	St. Ann – IFF Sub-Allocation Fee

Credit

Amount:	$100,000.00
Account Name:	IFF
Bank Name:	JP Morgan Chase Bank
Account No.:	5330252849
ABA Routing No.:	021000021
Reference:	St. Ann – IFF Sub-Allocation Fee

27. PNC - Transfer of Legal Fee Deposit to Kutak Rock LLP

Debit

Amount:	$25,000.00
Account Name:	PNC New Markets Investment Partners, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	5606820997
ABA Routing No.:	031100089
Reference:	St. Ann – Invoice # 2018807

Credit

Amount:	$25,000.00
Account Name:	Kutak Rock LLP
Bank Name:	First National Bank of Omaha
Account No.:	24-690470
ABA Routing No.:	104000016
Reference:	St. Ann – Invoice # 2018807

28. BMO – Payment of BMO Source Loans' Closing Fees

Debit

Amount:	$59,463.00
Account Name:	St. Ann Center for Intergenerational Care, Inc. (Money Market Account)
Bank Name:	BMO Harris Bank N.A.
Account No.:	398-942-3
ABA Routing No.:	071000288
Reference:	St. Ann – BMO Source Loan Closing Fees

Credit

Amount:	$59,463.00
Account Name:	BMO Harris Bank N.A.
Bank Name:	BMO Harris Bank N.A.
Account No.:	1095355
ABA Routing No.:	071000288
Reference:	St. Ann – BMO Source Loan Closing Fees

29. BMO – Payment of Legal Fees to Applegate & Thorne-Thomsen, P.C. from Leverage Lender

Debit

Amount:	$12,000.00
Account Name:	St. Ann Center for Intergenerational Care, Inc. (Money Market Account)
Bank Name:	BMO Harris Bank N.A.
Account No.:	398-942-3
ABA Routing No.:	071000288
Reference:	St. Ann – Source Loan Legal Fees (ATT)

Credit

Amount:	$12,000.00
Account Name:	Applegate & Thorne-Thomsen, P.C.
Bank Name:	Citibank
Account No.:	0980862909
ABA Routing No.:	271070801
Reference:	St. Ann – Source Loan Legal Fees (ATT)

30. BMO – Payment of Legal Fees to Foley & Lardner LLP from Leverage Lender

Debit

Amount:	$20,000.00
Account Name:	St. Ann Center for Intergenerational Care, Inc. (Money Market Account)
Bank Name:	BMO Harris Bank N.A.
Account No.:	398-942-3
ABA Routing No.:	071000288
Reference:	St. Ann – Source Loan Legal Fees (Foley)

Credit

Amount:	$20,000.00
Account Name:	Foley & Lardner LLP
Bank Name:	U.S. Bank NA
Account No.:	112-031-389
ABA Routing No.:	075000022
Reference:	St. Ann – Source Loan Legal Fees (Foley)

31. BMO – Payment of Source Loan Legal Fees and Expenses

Debit

Amount:	$38,750.00
Account Name:	St. Ann Center for Intergenerational Care, Inc. (Money Market Account)
Bank Name:	BMO Harris Bank N.A.
Account No.:	398-942-3
ABA Routing No.:	071000288
Reference:	St. Ann – BMO Source Loan Legal Fees

Credit

Amount:	$38,750.00
Account Name:	Reinhart Boerner Van Deuren s.c.
Bank Name:	JPMorgan Chase Bank, N.A.
Account No.:	020480421
ABA Routing No.:	021000021
Reference:	St. Ann – BMO Source Loan Legal Fees

X. FIRST PAYMENT UNDER THE QLICI NOTES

Pursuant to the terms of the QLICI Notes, and as reflected in the Cash Management Memorandum, attached as Exhibit B, the following transfers shall occur.

32. PNC - First Payment on the QLICI Notes (IFF)

Pursuant to the terms of the QLICI Notes, QALICB authorizes PNC Bank to make the transfer set forth below as a first quarterly payment under the QLICI Notes to IFF Sub-CDE.

Debit

Amount:	$5,114.87
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann - First QLICI Payments (IFF)

Credit

Amount:	$5,114.87
Account Name:	IFF Capital VII LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003349
ABA Routing No.:	043000096
Reference:	St. Ann – First QLICI Payments (IFF)

33. PNC - First Payment on the QLICI Notes (FCI)

Pursuant to the terms of the QLICI Notes, QALICB authorizes PNC Bank to make the transfer set forth below as a first quarterly payment under the QLICI Notes to FCI Sub-CDE.

Debit

Amount:	$2,531.61
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann - First QLICI Payments (FCI)

Credit

Amount:	$2,531.61
Account Name:	Community Benefit Sub CDE 2, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003357
ABA Routing No.:	043000096
Reference:	St. Ann – First QLICI Payments (FCI)

34. PNC - First Payment on the QLICI Notes (PNC)

Pursuant to the terms of the QLICI Notes, QALICB authorizes PNC Bank to make the transfer set forth below as a first quarterly payment under the QLICI Notes to PNC Sub-CDE.

Debit

Amount:	$1,937.46
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann - First QLICI Payments (PNC)

Credit

Amount:	$1,937.46
Account Name:	PNC CDE 46, LP
Bank Name:	PNC Bank, N.A.
Account No.:	1026406302
ABA Routing No.:	043000096
Reference:	St. Ann – First QLICI Payments (PNC)

35. PNC – PNC CDE Compliance Fee

Pursuant to the terms of the PNC Sub-CDE Operating Agreement, QALICB authorizes PNC Bank to make the following transfer as a payment under the Compliance Fee.

Debit

Amount:	$520.83
Account Name:	St. Ann Center Properties, Inc. (Operating Account)
Bank Name:	PNC Bank, N.A.
Account No.:	1029004501
ABA Routing No.:	043000096
Reference:	St. Ann – PNC Compliance Fee

Credit

Amount:	$520.83
Account Name:	PNC Community Partners, Inc.
Bank Name:	PNC Bank, N.A.
Account No.:	1011608673
ABA Routing No.:	043000096
Reference:	St. Ann – PNC Compliance Fee

XI. DISTRIBUTION FROM SUB-CDES TO INVESTMENT FUND AND CDES; FIRST PAYMENT UNDER THE LEVERAGE LOAN NOTE

Pursuant to the Sub-CDE Operating Agreements, that certain Fee Agreement (IFF) by and between IFF Sub-CDE and IFF CDE dated as of the Closing Date (the "IFF Fee Agreement"), and that certain Asset Management Fee Agreement by and between FCI Sub-CDE and FCI CDE (the "FCI Fee Agreement"), the following transfers shall occur.

36. PNC – Distribution from IFF Sub-CDE to Investment Fund

Pursuant to the operating agreement of IFF Sub-CDE, IFF Sub-CDE authorizes PNC Bank to make the following transfer to Investment Fund on or about the Closing Date.

Debit

Amount:	$2,406.30
Account Name:	IFF Capital VII LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003349
ABA Routing No.:	043000096
Reference:	St. Ann – 99.99% Distribution to Investment Fund (IFF)

Credit

Amount:	$2,406.30
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – 99.99% Distribution to Investment Fund (IFF)

37. PNC – Transfer from IFF Sub-CDE to IFF (Asset Management Fee)

Pursuant to the IFF Fee Agreement, IFF Sub-CDE authorizes PNC Bank to make the following transfer to IFF CDE on or about the Closing Date.

Debit

Amount:	$2,708.33
Account Name:	IFF Capital VII LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003349
ABA Routing No.:	043000096
Reference:	St. Ann – Asset Management Fee (IFF)

Credit

Amount:	$2,708.33
Account Name:	IFF
Bank Name:	JP Morgan Chase Bank
Account No.:	5330252849
ABA Routing No.:	021000021
Reference:	St. Ann – Asset Management Fee (IFF)

38. PNC – Distribution from IFF Sub-CDE to IFF (Distribution)

Pursuant to the operating agreement of IFF Sub-CDE, IFF Sub-CDE authorizes PNC Bank to make the following transfer to IFF CDE on or about the Closing Date.

Debit

Amount:	$0.24
Account Name:	IFF Capital VII LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003349
ABA Routing No.:	043000096
Reference:	St. Ann – 0.01% Distribution (IFF)

Credit

Amount:	$0.24
Account Name:	IFF
Bank Name:	JP Morgan Chase Bank
Account No.:	5330252849
ABA Routing No.:	021000021
Reference:	St. Ann – 0.01% Distribution (IFF)

39. PNC – Distribution from FCI Sub-CDE to Investment Fund

Pursuant to the operating agreement of FCI Sub-CDE, FCI Sub-CDE authorizes PNC Bank to make the following transfer to Investment Fund on or about the Closing Date.

Debit

Amount:	$1,177.33
Account Name:	Community Benefit Sub CDE 2, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003357
ABA Routing No.:	043000096
Reference:	St. Ann – 99.99% Distribution to Investment Fund (FCI)

Credit

Amount:	$1,177.33
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – 99.99% Distribution to Investment Fund (FCI)

40. PNC – Distribution from FCI Sub-CDE to FCI

Pursuant to the operating agreement of FCI Sub-CDE and the FCI Fee Agreement, FCI Sub-CDE authorizes PNC Bank to make the following transfer to FCI CDE on or about the Closing Date.

Debit

Amount:	$1,354.28
Account Name:	Community Benefit Sub CDE 2, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1029003357
ABA Routing No.:	043000096
Reference:	St. Ann – 0.01% Distribution and Asset Management Fee (FCI)

Credit

Amount:	$1,354.28
Account Name:	Forward Community Investments, Inc.
Bank Name:	Bankers Bank of Wisconsin 7700 Mineral Point Road Madison, WI 53717
Account No.:	127-126
ABA Routing No.:	075912479
Reference:	St. Ann – 0.01% Distribution and Asset Management Fee (FCI)

41. PNC – Distribution from PNC Sub-CDE to Investment Fund

Pursuant to the operating agreement of PNC Sub-CDE, PNC Sub-CDE authorizes PNC Bank to make the following transfer to Investment Fund on or about the Closing Date.

Debit

Amount:	$1,937.27
Account Name:	PNC CDE 46, LP
Bank Name:	PNC Bank, N.A.
Account No.:	1026406302
ABA Routing No.:	043000096
Reference:	St. Ann – 99.99% Distribution to Investment Fund (PNC)

Credit

Amount:	$1,937.27
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – 99.99% Distribution to Investment Fund (PNC)

42. PNC – Distribution from PNC Sub-CDE to PNC CDE

Pursuant to the operating agreement of PNC Sub-CDE, PNC Sub-CDE authorizes PNC Bank to make the following transfer to PNC CDE on or about the Closing Date.

Debit

Amount:	$0.19
Account Name:	PNC CDE 46, LP
Bank Name:	PNC Bank, N.A.
Account No.:	1026406302
ABA Routing No.:	043000096
Reference:	St. Ann – 0.01% Distribution (PNC)

Credit

Amount:	$0.19
Account Name:	PNC Community Partners, Inc.
Bank Name:	PNC Bank, N.A.
Account No.:	1011608673
ABA Routing No.:	043000096
Reference:	St. Ann – 0.01% Distribution (PNC)

43. PNC – First Payment under the Leverage Loan Note

Pursuant to the Leverage Loan Agreement, Investment Fund authorizes PNC Bank to make the following transfer as the first payment under the Leverage Loan.

Debit

Amount:	$5,520.83
Account Name:	St. Ann Center Investment Fund, LLC
Bank Name:	PNC Bank, N.A.
Account No.:	1026406329
ABA Routing No.:	043000096
Reference:	St. Ann – First Leverage Loan Payment

Credit

Amount:	$5,520.83
Account Name:	St. Ann Center for Intergenerational Care, Inc.
Bank Name:	BMO Harris Bank N.A.
Account No.:	8835915
ABA Routing No.:	071000288
Reference:	St. Ann – First Leverage Loan Payment

[Signature Pages to Follow]

FORWARD COMMUNITY INVESTMENTS, INC.,
a Wisconsin nonstock corporation

By: _____
Salli Martyniak
President

COMMUNITY BENEFIT SUB CDE 2, LLC,
a Wisconsin limited liability company

By: Forward Community Investments, Inc.,
a Wisconsin nonstock corporation
Managing Member

By: _____
Salli Martyniak
President

P**NC CDE 46, LP**,
a Pennsylvania limited partnership

By: PNC Community Partners, Inc.,
a Pennsylvania corporation,
its general partner

By: _____
Michael J. Kwiatkowski
Vice President

PNC COMMUNITY PARTNERS, INC.,
a Pennsylvania corporation

By: _____
Michael J. Kwiatkowski
Vice President

IFF,
an Illinois non-profit corporation

By: _____
Joe Neri
Chief Executive Officer

IFF CAPITAL VII LLC,
an Illinois limited liability company

By: IFF,
an Illinois non-profit corporation,
its Managing Member

By: _____
Joe Neri
Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Michael J. Kwiatkowski
Vice President

ST. ANN CENTER INVESTMENT FUND, LLC,
a Delaware limited liability company

By: PNC New Markets Investment Partners, LLC,
a Delaware limited liability company,
its managing and sole member

By: _____
Michael J. Kwiatkowski
Vice President

PNC NEW MARKETS INVESTMENT PARTNERS, LLC,
a Delaware limited liability company

By: _____
Michael J. Kwiatkowski
Vice President

ST. ANN CENTER PROPERTIES, INC.,
a Wisconsin nonstock corporation

By: _____
Sr. Edna Lonergan
President

ST. ANN CENTER FOR INTERTGENERATIONAL CARE, INC.,
a Wisconsin nonprofit corporation

By: _____
Sr. Edna Lonergan
President

BMO HARRIS BANK N.A.,
a national association

By:_____
Name:_____
Its:_____

Department of Workforce Development
Office of Skills Development
Wisconsin, Fast Forward
P.O. Box 7946
Madison, WI 53707-7946
Fax:(608) 266-1784

WISCONSIN FAST FORWARD

STATE OF WISCONSIN
DWD
Department of Workforce Development

Scott Walker, Governor
Reginald J. Newson, Secretary
Scott Jansen, Division Administrator

December 16, 2014

Tony Phillips
St. Ann Center for Intergenerational Care
2801 E. Morgan Avenue
Milwaukee, WI 53207

Re: Wisconsin Fast Forward Letter of Intent to Award (FF143HL13081)

Dear Tony Phillips:

On behalf of Governor Walker, I am pleased to announce the approval of a Wisconsin Fast Forward Worker Training Grant to St. Ann Center for Intergenerational Care for up to $166,678 to train 167 trainees. These funds are available through the Office of Skills Development at the Wisconsin Department of Workforce Development. This grant supports your St. Ann's - Bucyrus Campus Job Training & Replication project.

This award is based on your Wisconsin Fast Forward application. If we have made any modifications to your project they are attached. To accept this award, please reply to this email within 2 weeks. If you have questions concerning this award, please contact Wisconsin Fast Forward at WisconsinFastForward@dwd.wisconsin.gov.

After receiving your acceptance, Office of Skills Development staff will send you an award contract and related documents. As signor on the award, you will be responsible for all reporting requirements, ensuring that funds are administered according to the project scope, and all other terms and conditions detailed in the contract.

You are authorized to begin program operations and you may begin incurring costs effective today, however, costs cannot be billed until after the grant contract agreement documents have been signed and returned to the Office of Skills Development.

We respectfully request that you do not publicize this award until DWD has issued a public announcement of all awards. This is a courtesy notification.

I extend my best wishes for your success in this Wisconsin Fast Forward worker training collaboration.

Sincerely,

Reginald J. Newson
Secretary

December 16, 2014

Department of Workforce Development
Office of Skills Development

Intent to Award Modification

FF143HL13081

St. Ann Center for Intergenerational Care

Application Trainee Count	**167**			
Original Proposed Budget	**Grant Request**	**Cash Match**	**In-Kind Match**	**Total**
Curriculum Development	$0	$0	$1,240	$1,240
Instruction	$156,800	$166,880	$32,400	$356,080
Instructional Materials	$12,000	$0	$0	$12,000
Facilities Off-Site	$0	$0	$0	$0
Facilities On-Site			$0	$0
Supplies & Operating Expenses	$6,803	$0	$0	$6,803
Consultant/Contractual	$10,320	$0	$0	$10,320
Travel	$4,000	$0	$0	$4,000
Meals/Lodging	$0	$0	$0	$0
Trainee Wages/Benefits		$71,802	$0	$71,802
Other	$35,950	$25,050	$0	$61,000
Administration	$17,200	$0	$1,200	$18,400
Total	$243,073	$263,732	$34,840	$541,645
% Admin Cost	3.18%			

		Cost/Trainee			
Intent to Award Trainees	**167**	**$ 998.07**			
Intent to Award Budget	**Grant Request**	**Cash Match**	**In-Kind Match**	**Total**	**NOTES on Changes**
Curriculum Development	$0	$0	$1,240	$1,240	
Instruction	$112,700	$166,880	$32,400	$311,980	Move $6,000 from consultant to instruction for childcare workshops - Reduce per trainee cost by $300
Instructional Materials	$12,000	$0	$0	$12,000	
Facilities Off-Site	$0	$0	$0	$0	
Facilities On-Site	$0	$0	$0	$0	
Supplies & Operating Expenses	$6,803	$0	$0	$6,803	
Consultant/Contractual	$0	$0	$0	$0	Remove $4320 recruiter
Travel	$0	$0	$0	$0	Remove Travel
Meals/Lodging	$0	$0	$0	$0	
Trainee Wages/Benefits	$0	$71,802	$0	$71,802	
Other	$17,975	$7,075	$0	$25,050	Remove $10,900 match for audit, job-training, etc.; Lower to $150 /trainee for pre-hire costs
Administration	$17,200	$0	$0	$17,200	Remove in-kind due to over match and ineligible
Total	$166,678	$245,757	$33,640	$446,075	
% Admin Cost	4%				

WISCONSIN FAST FORWARD
WORKER TRAINING GRANT CONTRACT

This contract is entered into pursuant to sec. 106.27 of the Wisconsin Statutes and chapter DWD 801 of the Wisconsin Administrative Code between the Wisconsin Department of Workforce Development ("Department") and St. Ann Center for Intergenerational Care, Inc. ("Grantee").

The Department shall be represented for purposes of this Grant contract by the Grant Administrator who will be the Division Administrator of the Division of Employment and Training, Wisconsin Department of Workforce Development or his/her designee. All correspondence concerning this contract can be directed to:

Wisconsin Department of Workforce Development
Office of Skills Development
Grant Administrator
Grant Correspondence ID # FF143HL13081
PO Box 7946
201 East Washington Avenue
Madison, WI 53707-7946
(608) 267-3803
WFFGrants@dwd.wisconsin.gov

I. PROJECT SPECIFIC CONDITIONS:

Project Purpose: As detailed in Approved Grant Application and Intent to Award Documents

Grantee: St. Ann Center for Intergenerational Care, Inc.

Grant Correspondence ID: FF143HL13081

CORe ID Code: KE **Grant Amount:** Up to $166,678

Project Title: St. Ann's - Bucyrus Campus Job Training & Replication

State Catalog ID Number: 445.109

Use: As detailed in the Grant Application and Intent to Award documents

Deliverables: In return for Wisconsin Fast Forward Funds, the Grantee agrees to train a minimum of 167 trainees according to the plan detailed in the Approved Grant Application and Intent to Award documents

Grant Period: 12/16/2014 to 06/30/2016

Reporting: Reports will be provided to the Grant Administrator as detailed below:
Quarterly Progress Report Updates:

3/31/2015; 6/30/2015; 9/30/2015; 12/31/2015:

3/31/2016; 6/30/2016

Final Report (Due no later than): 09/30/2016

Special Conditions: None

II. APPROVED AWARD BUDGET SUMMARY:

BUDGET ITEM	WFF FUNDS AWARDED
Program/Curriculum Development:	$0
Instruction:	$112,700
Instructional Materials:	$12,000
Facility (off-site):	$0
Facility (on-site):	$0
Supplies and Operating Expenses:	$6,803
Consultant/Contractual:	$0
Travel:	$0
Meals and Lodging:	$0
Wages/Stipends of Trainee:	$0
Other:	$17,975
Administration Cost: (not to exceed 5% of the total project budget)	$17,200
Award Total:	$166,678

Match Total: Up to $279,397 and match total must meet or exceed the match requirements defined in the associated Grant Program Announcement as well as be sufficient to complete the expected training program. A guideline for match will be as outlined in the Approved Grant Application and Intent to Award Documents. Match will be approved according to DWD 801 and OSD Budget Guidelines. Cash and In-Kind match for instructional materials may not exceed 20% of the total match.

III. AWARD GENERAL CONDITIONS:

A. Reporting

The Grantee shall comply with the reporting requirements of the Department in a timely manner. Any required reports shall be forwarded to the Grant Administrator. The Grantee shall report all costs detailed in the Approved Award Budget Summary, as requested by the Department, for state reporting purposes. Reports shall include, at a minimum, the following:

1. Expenditure Reports (See Section IV., D.)

2. Individual trainee pre and post training reports

   The Grantee shall submit data necessary to comply with state requirements as detailed herein and with sec. 106.27 of the Wisconsin Statutes and chapter DWD 801 of the Wisconsin Administrative Code. The Grantee is required to complete an online report for each trainee at the commencement of training and for each trainee at the termination or completion of training. These forms will provide information to the Department on the unemployed, underemployed and/or incumbent workers that will participate in the training, trainee wages, and other relevant information.

3. Quarterly progress report updates as detailed in Section I.

4. Final project financial and evaluation reports

B. Noncompliance

The Grantee shall provide written notice to the Department of all instances of noncompliance with the terms of this Grant, including noncompliance with any written assurance provided by the Grantee to the Department. Notice shall be given as soon as practical, but in no case later than thirty (30) days after the Grantee knows, or should have known, about the noncompliance. The written notice shall include information on reason(s) for and effect(s) of the noncompliance. If the Department becomes aware of noncompliance with this Grant, either through notice from the Grantee or through other means, appropriate procedures shall be instituted to protect the interest of the Department. If audits or other required information are not submitted timely, sanctions may be applied.

C. Consequence of Failure to Submit Reports

Failure to report expenditures and the trainees served as specified above may result in cause for termination of the Grant as detailed in Section VI., and may result in the loss of these funds by the Grantee. If funds have been expended by the Department to the Grantee this may result in the required repayment by the Grantee to the Department. In addition the Grantee will pay any associated applicable legal costs.

D. Monitoring

The Department's review and monitoring of this contract may occur at any time during the year. The purpose of the monitoring visits will be to determine the extent of compliance with this Grant and applicable, state statutes and administrative rules, or Department policy. Monitoring reviews may also include performance assessments based on the training program as detailed in the Approved Grant Application and Intent to Award documents.

IV. GRANT DISBURSEMENTS:

A. Fund Obligation

All funds (state and match) must be obligated within the Grant Period as defined in Section I.

B. Budget Changes

Budget changes between the line items in the Approved Award Budget Summary in Section II require prior approval from the Department. Budget changes may be allowed but will not increase the total Grant amount and will follow all Department procedure and Administrative Code rules concerning budget limits.

C. Payment Process

The Department will make reimbursement payments to the Grantee on no more than a monthly basis after all Special Conditions as identified above have been met and based upon the following provisions:

1. Expenditure Report

   The Grantee must submit an Expenditure Report form, as detailed in Section IV., D., itemizing the total Grant expenditures related to those services provided in the Approved Award Budget Summary. In addition to the form, the Grantee must submit a detailed summary identifying each individual program expense by dollar amount and purpose that totals each line code amount and include supporting documentation, such as invoices or receipts, for all expenditures, including match.

2. Payment

   The Department shall reimburse the Grantee for all such allowable expenditures that are reported, up to the funding level and according to the line item detail specified in the Approved Award Budget Summary in Section II or as hereinafter amended as allowed in Section IV., B. Payments shall be used only for expenses within the budget line items and for the approved training project and must be incurred during the Grant Period as defined in Section I.

3. Reduced Payment

   Payments may be reduced or recovered by the Department if the Department determines that there is cause for termination, payments have been in excess of reported allowable costs, if payments outstanding are not supported by reported expenditures, the training project has been terminated prior to meeting the deliverables identified in this contract, or match funding has not been provided as detailed in the Approved Award Budget Summary in Section II.

4. Retained Payment

   Payments will be reduced by 5% on each disbursement request which will be retained until all final financial, individual trainee and project reporting is received by the Department.

D. Expenditure Reports

Claims for reimbursement must be submitted electronically to WFFGrants@dwd.wisconsin.gov. The Expenditure Report form is available at http://dwd.wisconsin.gov/core/forms.htm.

1. Reimbursement requests

   Reimbursement requests may be made on no more than a monthly basis. All requests for reimbursement via the Expenditure Report must be submitted online to the Department by the close of business (4:30 pm CT) on or before the 5th day of the month. The Department will issue the reimbursement using direct deposit on the first business day of the following month, subject to reduction, recovery and reimbursement as provided in this Grant. Expenditure Reports received after the close of business on the 5th day of the month will be processed in the next month's payment cycle.

   If the 5th day of the month and/or the first day of the following month fall on a non-business day (per the State of Wisconsin calendar), the Expenditure Report due date and/or reimbursement date become the next business day. The payment schedule is available on the CORe website: http://dwd.wisconsin.gov/CORe/resources/Payment_Schedule.htm

2. Match Funds

The Grantee will document and report on match expenditures for the project (cash or in-kind) from the Grantee and/or project partners during the project period sufficient to meet the requirements of the associated Grant Project Announcement (GPA) as related to the total funding received from the Department and sufficient to carry out the worker training project described in the Approved Grant Application and Intent to Award documents. All information concerning actual match used and raised is to be reported and documented on the electronic expenditure report submitted to the Department according to the directions in Section IV., C., 1. with supporting documentation maintained according to records requirements outlined in Section VI., K.

3. Payment through Automatic Clearing House

DWD requires all Grants to be paid through an Automatic Clearing House payment (direct deposit). ACH payments will be deposited into your account according to your Grant terms. To begin receiving ACH payment, complete the ACH Set-Up form available at http://dwd.wisconsin.gov/core/forms.htm. You must sign and submit to the address as detailed on the form.

4. Incomplete Expenditure Reports

The Department cannot pay Expenditure Reports that are incomplete. Expenditure Reports that do not contain all required information will be returned to the Grantee to be completed and resubmitted. Resubmitted claims will be paid with the next regular payment cycle.

5. Program expenditures and descriptions of allowable costs are further described in the Approved Grant Application and Intent to Award documents, the Approved Award Budget Summary, the Wisconsin Fast Forward Budget Instruction Sheet and/or the Grant Program Handbook.

6. Changes in Grant Personnel

Any changes in personnel involved with the Grant management including Project Director, Fiscal Agent and/or Signatory needs to be reported to the Department.

7. Final Expenditure Report

The Grantee shall submit all claims for reimbursement under this Grant to the Department within 90 days of the end of the Grant Period as defined in Section I. Expenses incurred later than the end date of the Grant Period and/or reported later than ninety (90) days after the end of the Grant period will not be recognized, allowed or reimbursed under the terms of this Grant. Funds remaining unrequested 90 days after the end of the Grant period, will be considered unused funds and will be de-obligated. The retained funds detailed in Section IV., C., 4., shall not be considered unused funds if reimbursement has been requested.

8. Return of the Excess Payments

The Grantee will return to the Department any funds paid to the Grantee in excess of the allowable costs of services provided under this Grant agreement within 30 days of notification by the Department. Allowable costs are defined in the Approved Award Budget Summary in Section II. If the Grantee fails to return funds paid in excess of the allowable costs of the services provided, the

Department may recover any funds paid in excess of the conditions of this Grant from subsequent payments or may recover such funds by any legal means.

9. Payment of Retained Amount

The payment of the retained amount will be made within 90 days of receipt, review and approval of all final financial, trainee and project evaluation reports by the Department.

V. STATE RULES AND REGULATIONS:

A. General Requirements

The Grantee agrees to meet state service standards as expressed by state laws or rules and regulations applicable to the services covered by this Grant.

B. Non-Discrimination Policy

In connection with the performance of work under this Grant, the Grantee agrees not to discriminate against any employee or applicant for employment because of national origin, age, race, religion, color, disability or association with a person with a disability, sex, arrest or conviction record, sexual orientation, marital status, political affiliation, military participation or use or non- use of lawful products off the employer's premises during non- work hours. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Division of Employment and Training Civil Rights Compliance Officer setting forth the provisions of this non-discrimination policy.

C. Accounting and Management Information Systems

1. The Grantee shall maintain an accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles or with other accounting principles generally accepted in the United States of America applicable to the type of organization.

2. The Grantee shall reconcile costs reported to the Department for reimbursement or as match to expenses recorded in the Grantee's accounting bookkeeping system, as determined under this Section, on an ongoing and periodic basis. The Grantee agrees that reconciliations shall be completed at least quarterly and will be documented. The Grantee shall retain the reconciliation documentation in accordance with the records retention requirement specified in this contract in Records C.

D. Subcontracting

1. Applicability: Section V.,D. applies to the subcontracting of Grant responsibilities and does not refer to the direct purchase of goods or the purchase of instructional services even if they occur under contract.

2. All subcontracts relating to this contract awarded by the Grantee must be consistent with the Grantee's obligations under this Grant including, but not limited to, the following:

   a. be embodied in a written agreement signed by the Grantee and subcontractor;

b. include a requirement that subcontractors comply with the requirements and provisions of this Grant;

c. specify the services to be provided and the costs of those services; and,

d. include provisions for modifying or terminating the subcontract.

3. The Grantee shall establish appropriate instruction and monitoring procedures for ensuring each subcontractor's compliance with the provisions of this Grant and applicable state and federal regulations. The Grantee remains responsible for the performance of any part of this Grant that is subcontracted. These procedures shall include, but not be limited to, distribution of policy documents.

E. Copyright

Per DWD 801.09 Use of Grant funds, (4) OWNERSHIP., the instructional materials developed for a Grant funded project with Grant funds are owned by the Department. The Grantee shall have the right to make future use of the materials, subject to any conditions established by the Grant.

Data and innovations developed as a result of the Grant funded services cannot be copyrighted or patented by the Grantee. All data, documentation and innovation paid for with Grant funds become the property of the State of Wisconsin. The Grantee will release to the Department any curriculum developed with Grant funds. When Grant funding is awarded for curriculum delivery related expenses with no funds allocated to curriculum development; and data, documentation and/or innovation is subsequently produced, the Office of Skills Development reserves the right to determine the applicability of copyright or patent rules.

F. Procuring Services

The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.

G. Use of State Employees

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

H. Conflict of Interest

If a state public official (s.19.42, Wis. Stats.), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10) interest is a party to this Grant; and, if this Grant involves payment of more than $3,000 within a twelve-month period, this Grant may be voided by the state unless appropriate disclosure is made according to s.19.45(6), Wis. Stats., before signing the Grant. Disclosure must be made to the Grant Administrator and to the State of Wisconsin Government Accountability Board, 212 E. Washington Ave., Madison, Wisconsin 53703 (telephone 608/266-8005).

I. Grantee Audit Procedures

1. State Single Audit Requirements:

a. Applicability: Grantees of Wisconsin Fast Forward funds who also receive over $500,000 in **federal** funds are required to follow the State Single Audit Guidelines located at www.ssag.state.wi.us.

b. State Single Audit Procedures

i. The Grantee who meets requirements in Section V., I., 1., a. shall submit at least one copy of its State Single Audit report to the Department within thirty (30) days from the issuance of the report, but no later than six (6) months after the end of the Grantee's fiscal year end. The audit shall be conducted and submitted in accordance with applicable state regulations and guidelines and professional standards, including, but not limited to: OMB Circular A 133 as applicable; the State Single Audit Guidelines or the Department's Grantee Agency Audit Guide as applicable; and General Accepted Accounting Principles.

ii. Audits shall be submitted by email to : finance@dwd.wisconsin.gov or by mail to:
Department of Workforce Development
Administrative Services Division
Bureau of Finance
Attn: Yasin Samadzada, Rm G400
PO Box 7946
Madison, WI 53707-7946

iii. The Grantee who meets requirements in Section V., I., 1., a. shall submit with the State Single Audit report a copy of the Management Letter received from the auditor. If the auditor does not issue a Management Letter, the Grantee shall submit a written assurance to the Department that a Management Letter was not submitted because the audit firm did not issue one. Documents issued by the auditor, which contain information comparable to that, which would be issued in a Management Letter, under another title, shall be considered Management Letters for purposes of this Grant.

iv. When contracting with an outside auditor, the Grantee who meets requirements in Section V., I., 1., a. shall authorize the auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department.

c. DWD Response to Audit Report

The Department shall notify the Grantee within ninety (90) days of receipt of any audit required under Section V., I., 1., a. and completed by the independent certified auditor, as to whether or not the audit meets the requirements of the Department's audit guidelines. If the audit is not complete or is acceptable only in part, the Department shall rely upon the acceptable portion of the audit and any additional audit work shall build upon the work already done. Payment of audit costs as a result of the additional audit requested by the Department is the responsibility of the Grantee.

d. Grantee Failure to Meet General Requirements

The Department reserves the right to conduct an independent Grant Specific Project Audit of the Grantee as detailed in Section V., I., 2., if the Grantee fails to secure an acceptable State Single Audit covering all funds or a follow-up review of selected areas is determined to be necessary. In the event that the Grantee fails to secure an acceptable audit or a follow-up review of selected areas is determined, the Department's costs for completing an audit will be charged back to the Grantee.

e. Resolution of Findings

The Department shall initiate resolution of audit findings with the Grantee pursuant to Audit Resolution Policies developed by the Department.

2. Grant Specific Project Audit Requirements:

a. Applicability: Grantees who receive in excess of $250,000 of Wisconsin Fast Forward funds in any one granting round are required to submit a certified independent Grant Specific Project Audit for each Grant in that round in compliance with the Office of Skills Development guidelines as defined in b. below.

b. Procedures: The Grantee will use an independent audit firm to complete a Grant Specific Project Audit and certify all expenditures related to the project. This Grant Specific Project Audit shall be done according to the forms and procedures provided by the Office of Skills Development.

c. Pre-Planning: The Grantee shall ensure that its auditor contacts the Department prior to beginning the Grant Specific Project Audit. The Department or its representatives shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditor and the Grantee.

d. Submission: The Grant Specific Project Audit and certification letter from the independent auditor must be submitted to the Grant Administrator no later than the date of the final report.

e. DWD Response: The Department shall notify the Grantee within ninety (90) days of receipt of the approval of the Grantee Project Specific Audit. If this audit is not complete or is acceptable only in part, the Department shall rely upon the acceptable portion of the audit and any additional audit work shall build upon the work already done. Payment of costs as a result of the additional audit requested by the Department is the responsibility of the Grantee.

3. Department Project Audit and Monitoring:

Regardless of Grant amount, all Grantees receiving any Wisconsin Fast Forward Funds may be subject to a Department Project Audit and/or monitoring visit conducted by the Department at any time up to three years following the Grant Period.

4. Early Termination Audits

An audit may be required when a Grant is terminated for cause or when the Grantee ceases operations. Payment of audit costs as a result of the additional audit requested by the Department is the responsibility of the Grantee.

J. Liabilities

1. The Grantee shall notify the Department in writing within thirty (30) days of the date payment was due of any past due liabilities in excess of $500 to the federal government, state government or their agents for income tax withholding, FICA, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other funds owed. The written notice shall include the amount(s) owed, the reason the funds are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the funds are owed, the expected payment date and other related information.

2. Within thirty (30) days of receiving reimbursement from the Grant, the Grantee shall notify the Department in writing of any liabilities that are over thirty (30) days past due and related to the operation of this Grant for which the Department has reimbursed the Grantee. The written notice shall include the amount(s) owed, the reason the funds are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the funds are owed, the expected payment date and other related information. If the liabilities are in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by the Grantee to resolve the dispute.

3. The Department may require written assurance that the Grantee has reconciled costs, receipts and refunds reported to the Department for reimbursement or as match to the expenses and revenues recorded in the Grantee's accounting records and that all necessary adjustments have been reported to the Department or recorded in the accounting records, as appropriate. Upon request from the Department, written documentation of reconciliations may be required.

4. The Department may require written assurance at the time of entering into this Grant that the Grantee has in force, and will maintain for the course of the Grant, employee dishonesty bonding sufficient to hold the Department harmless in the event of an employee fraud or defalcation.

5. The Department and Grantee each agree that they shall be responsible for any losses or expenses (including costs and attorney fees) attributable to the acts or omissions of their officers, employees or agents.

K. Records

1. General Requirements

   The Grantee shall maintain such records as required by state and federal laws. The Grantee shall maintain records in a manner that will restrict disclosure of confidential information unless required or permitted by state or federal law or court order.

2. Inspection of Records

   The Department reserves the right to inspect records and programs, insofar as is permitted by state and federal laws, by representatives of the Department and its authorized agents in order to confirm the Grantee's compliance with the specifications of this Grant.

3. Retention of Records

The Grantee must retain records relating to this Grant agreement for three (3) years from the latter of the date of the end of this contract and any extensions granted to it or until any applicable litigation, audit findings or claims have been resolved.

The Department or its agents shall have access to all existing Grant related records, regardless of record retention requirements.

4. Confidentiality of Participant Information

The Grantee may not use or disclose personal information concerning trainees who receive services from the Grantee for any purpose not connected with the administration of the Grant unless the Grantee obtains the written consent of the trainee or the trainee's legal guardian.

VI. GRANT REVISIONS AND/OR TERMINATION:

A. Remedy for Failure to Comply

Failure to comply with any part of this Grant may be considered cause for termination of this Grant.

B. Allowable Conditions for Renegotiation

This Grant or any part thereof may be renegotiated in such circumstances as: (1) increased or decreased volume of services; (2) changes required by state or federal laws or regulations or court action; or, (3) funds available affecting the substance of this Grant.

C. Requirement of Written Amendments

This contract may not be amended, modified or altered except in writing signed by the Grantee and the Department. Revision of this Grant is not effective until agreed to by the Department and the Grantee and supported by a modification document requiring the signature of both parties, or by a supplement requiring the signature of the Department.

D. Right to Terminate/Suspend Grant

Upon a sixty (60) day written notice, either party has the right to terminate this Grant. The Department reserves the right to immediately terminate this Grant upon notice via certified mail to the Grantee if the Department believes there is a substantial noncompliance with this contract, the program and/or financial requirements. The Department will not pay any costs incurred after the termination date. Failure to comply with any part of this Grant may be considered cause for revision, suspension, and/or repayment of this Grant.

E. Post Termination Closeout

If the Department finds it necessary to terminate this Grant prior to the stated expiration date for a reason other than nonperformance by the Grantee, actual costs incurred by the Grantee may be reimbursed for an amount determined by the Department.

VII. SANCTIONS:

The Grantee shall comply with all requirements under this Grant. Instances of noncompliance shall be corrected promptly and reported timely by the Grantee to the Department. If the Department becomes aware of noncompliance with this Grant, either through notice from the Grantee or through other means, appropriate procedures shall be instituted to protect the interests of the Department.

VIII. CONDITIONS OF THE PARTIES OBLIGATIONS:

A. Requirement of State and Federal Authorization

This Grant is contingent upon authorization of Wisconsin and United States laws, and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to revise or terminate this Grant, except as further agreed to by the parties hereto.

B. Debarment or Suspension

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non Procurement Programs). The Grantee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

C. Related Party Transactions

If the Grantee plans to use a related party (see OMB Circular A-133 for a definition of related party and allowable costs associated with related parties) in the provision of services under this Grant, the Grantee agrees to notify the Grant Administrator and get prior approval for services or the reimbursement of such services may be denied. Prior approval is implied by the approval of the Grant application if use of the related party is explicitly described in the Approved Grant Application and not removed in the Intent to Award documents.

D. Completeness of Grant

It is understood and agreed that the entire Grant between the parties is contained herein, except for those matters incorporated herein by reference, and that this contract supersedes all oral Grants and negotiations between the parties relating to the subject matter thereof. It is further understood that this contract represents the extent of DWD's participation in the project. Any future requests to DWD regarding assistance for this project will take into account the participation identified above.

IX. GRANTEE WARRANTIES AND REPRESENTATIONS:

1. The Grantee is duly incorporated and validly existing under the laws of the state of its incorporation and is authorized to engage in business in the State of Wisconsin.
2. The Grantee is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary, except where the failure to be so authorized would not have a material and adverse effect on the Grantee's ability to perform its obligations under this contract.
3. The Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Grantee's ability to

perform its obligations under this contract. The Grantee is current on all federal and state tax obligations.

4. The Grantee agrees that award funds will be used to supplement, not supplant, planned or allocated funds.
5. The Grantee understands that this contract and other materials submitted to the Department may constitute public records subject to disclosure under §§ 19.31-.39 Wisconsin's Public Records Law,
6. The Grantee agrees when promoting and marketing the training project that it will acknowledge that the training project has been funded with the Wisconsin Department of Workforce Development Wisconsin Fast Forward funds.
7. The undersigned officer of the Grantee is fully authorized to execute and deliver this contract on behalf of the Grantee.

Validity of this Grant

This Grant becomes null and void if the time between the earlier dated signature and the later dated signature exceeds thirty (30) days, unless waived by the Department.

Date 2/12/2015

Grantee's Authorized Representative

Sr. Edna Lonergan

Printed Name of Grantee's Authorized Representative

President

Printed Title of Grantee's Authorized Representative

Date: January 22, 2015

Scott Jansen
Division Administrator, Division of Employment & Training
Wisconsin Department of Workforce Development

Green Infrastructure Partnership Program

Funding Agreement

Saint Ann Intergenerational Center

M03064P07

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District), with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and Saint Ann Intergenerational Center (Partner), 2801 East Morgan Avenue, Milwaukee, Wisconsin 53207.

WHEREAS, the District is responsible for collecting and treating wastewater from local sewerage systems; and

WHEREAS, during wet weather events, stormwater enters the local sewerage system, increasing the volume of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events, stormwater directly enters surface waters, increasing pollution levels in those waterways and increasing the risk of flooding; and

WHEREAS, green infrastructure, such as constructed wetlands, rain gardens, green and blue roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters; and

WHEREAS, the District's wastewater discharge permit requires one million gallons per year of new green infrastructure retention capacity; and

WHEREAS, the District wants to expedite the amount of green infrastructure installed in its service area; and

WHEREAS, the Partner plans to install green infrastructure;

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows.

1. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and ends August 1, 2015.

2. The Project

The Partner will:

(A) install 7,000 square feet of bioswale, providing a total retention capacity of 52,500 gallons, at 2444 West North Avenue, Milwaukee (the Project);

(B) complete construction before July 1, 2015;

(C) install educational signage that:

(1) is designed or approved by the District,

(2) is in a location approved by the District, and

(3) identifies the District as funding the Project;

(D) identify the District as a funder in any informational literature;

(E) include all other Project components described in the Partner's application; and

(F) allow the District to inspect the Project and review maintenance records.

3. Reports

(A) The Partner will provide:

(1) a Project schedule within 30 days after this Agreement becomes effective;

(2) monthly progress reports, describing the actions initiated and completed since the preceding report. These reports are due before the end of the following month, starting with the month after submission of the Project schedule; and

(3) a Baseline Report for the Conservation Easement, using forms provided or approved by the District. This report will include:

(a) a site drawing, showing the completed green infrastructure;
(b) design specifications for all green infrastructure, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
(c) a legal description of the property where the Project is located;
(d) photographs of the completed Project;
(e) a maintenance plan;
(f) an outreach and education strategy, including a description of events or activities completed or planned;
(g) a list of all partners, including volunteers, involved in the Project and a description of their roles;
(h) an itemization of all construction costs, with supporting documentation;
(i) a W-9 Tax Identification Number form;

(j) a Small, Women, and Minority Business Enterprise Report; and
(k) an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Project by the Partner, contractors, consultants, and volunteers.

(4) an annual maintenance report. This report will summarize Project performance and the Partner's maintenance activities during the preceding twelve months. This report is due December 31 of each year. The Partner will provide these reports for the ten calendar years following the year in which the Partner completes construction.

(B) The Partner may use either U.S. mail or electronic mail to provide these reports.

(C) The Partner will send reports to:

Bre McDonald, Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204-1446
bmcdonald@mmsd.com

4. Conservation Easement

The Partner will execute a Conservation Easement in favor of the District, after the completion of construction. The extent of the Conservation Easement will be limited to the Project. The duration of the Conservation Easement will be ten years. The District will draft and record the Conservation Easement.

5. District Funding

(A) The District will reimburse the Partner for 45% of the costs for constructing the Project described in Article 2, up to a maximum reimbursement of $76,500. The District will provide this funding after the completion of construction and receipt of the Baseline Report and the signed Conservation Easement.

(B) Beyond financial support for the Project, the District will have no involvement in construction, maintenance or operation.

6. Procedure for Payment

(A) Along with or after the baseline report required by Article 3(A)(3), the Partner will submit an invoice to the District for the amount to be reimbursed.

(B) The District will reimburse costs only if:

(1) the Partner has provided the schedule, monthly reports, and Baseline Report required by Article 3A;

(2) the Partner completes the Project before July 1, 2015;

(3) the District receives the invoice before August 1, 2015; and

(4) the Partner executes the Conservation Easement.

(C) The Partner will submit the invoice to:

Milwaukee Metropolitan Sewerage District
Accounts Payable Department
260 West Seeboth Street
Milwaukee, WI 53204-1446
Project Manager: Bre McDonald

7. Project Changes

Any changes to the Project that decrease the capacity of this Project to retain stormwater must be approved by the District, in writing, before implementing the change. The District will not reimburse for work not described in the application for funding, unless the District provides prior written approval.

8. Operation and Maintenance

The Partner will maintain the Project for at least ten years. If the Project fails to perform as anticipated or if maintaining the Project is not feasible, then the Partner will provide a report to the District explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make the Partner ineligible for future District funding until the Partner corrects the maintenance problems.

9. Transfer of Ownership

The Partner will notify the District before transferring ownership or maintenance responsibilities. The Partner will provide this notice at least 30 days in advance.

10. Permits, Certificates, and Licenses

The Partner is solely responsible for compliance with all federal, state, and local laws and any permits, certificates, or licenses required to complete the Project.

11. Procurement

(A) For all expenditures over $500, the Partner will solicit three quotes and will provide these quotes to the District upon request. The Partner will give disadvantaged business enterprises, including small, women-owned, and minority-owned business enterprises, an opportunity to compete for work on this Project by soliciting quotes from those businesses to the maximum

extent possible. The District's procurement office will provide a list of these businesses, upon request.

(B) For all expenditures estimated to cost $20,000 or more, the Partner will use a sealed competitive bidding process. The Partner will solicit small, women-owned, and minority-owned businesses to the maximum extent possible. The District will assist with the public bidding process, upon request.

12. Responsibility for Work, Insurance, and Indemnification

(A) The Partner is solely responsible for planning, design, construction and maintenance of the Project, including the selection and payment of consultants, contractors, and materials.

(B) The Partner is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

(C) The District will not provide any insurance coverage of any kind for the green infrastructure work or the Partner.

(D) The Partner will defend, indemnify and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability and expense whatsoever, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation or maintenance of the Project. Nothing in this Agreement is a waiver by either party of the opportunity and right to rely upon the process, limitations and immunities set forth in Wis. Stats., sec. 893.80.

13. Modifying this Agreement

Any modification to this Agreement must be in writing and signed by both parties.

14. Terminating this Agreement

(A) The District may terminate this Agreement at any time before the commencement of construction. After construction has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of this Agreement by the Partner.

(B) The Partner may terminate this Agreement at any time, but will not receive any payment from the District if the Partner does not complete the Project.

15. Exclusive Agreement

This Agreement is the entire agreement between the Partner and the District regarding reimbursement for the Project.

16. Severability

If a court holds any part of this Agreement unenforceable, then the rest of the Agreement will continue in effect.

17. Applicable Law

The laws of the State of Wisconsin govern this Agreement.

18. Resolving Disputes

If a dispute arises under this Agreement, then the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the parties refer it to the mediator, then either party may take the matter to court.

19. Notices

All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

(A) when delivered personally to the recipient's address as stated on this Agreement; or

(B) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. Independence of the Parties

This Agreement does not authorize the Partner to make promises binding upon the District or to enter into contracts on the District's behalf.

21. Assignment

The Partner may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Partner will produce any records in the possession of the Partner that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. The Partner will indemnify the District against any and all claims, demands, and causes of action resulting from the Partner's failure to comply with this requirement.

Signatures on Next Page

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

By: _____
Kevin L. Shafer, P.E.
Executive Director

Date: _____

Approved as to form:

_____
Attorney for the District

SAINT ANN INTERGENERATIONAL CENTER

By: _____
Sister Edna Lonergan
President

Date: 9/22/14

Attachment E

Documentation of Community Notification

US EPA Cleanup Grant Application Su

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US EPA Cleanup Grant Application Submittal

WHEN: December 17, 2015 @ 10:00 am – 12:00 pm

WHERE: St. Ann Center-Bucyrus Campus
2450 W North Ave
Milwaukee, WI 53205
USA

COST: Free

CONTACT: Nicholas Schultz
414-977-5087
Email

Back to Calendar

Add to Calendar

Notice is hereby given that St. Ann Center for Intergenerational Care intends to apply for two United States Environmental Protection Agency (U.S. EPA) Brownfields Cleanup Grants for the St. Ann Center -Bucyrus Campus property located at 2450 W. North Avenue in Milwaukee, Wisconsin. The Draft U.S. EPA Analysis of Brownfields Cleanup Alternatives documents are available for review here for the East Release Site and the West Release Site or by attending a public meeting to be held at the St. Ann Center – Bucyrus Center, Adult Wing Activity Room at 10 AM on December 17, 2015. All persons are welcome to attend and comment. Comments pertaining to the proposed applications will be accepted until December 17. Please contact Nicholas Schultz at 414-977-5087 or nschultz@stanncenter.org.

Public Notice: US EPA Cleanup Grant Application Submittal

December 4, 2015
By Sharon Selz

For Immediate Release

Dec, 4, 2015

Contact: Sharon Selz

Phone: (414) 977-5064

Email: sselz@stanncenter.org

Notice is hereby given that St. Ann Center for Intergenerational Care intends to apply for two United States Environmental Protection Agency (U.S. EPA) Brownfields Cleanup Grants for the St. Ann Center-Bucyrus Campus property located at 2450 W. North Avenue in Milwaukee, Wisconsin. The Draft U.S. EPA Analysis of Brownfields Cleanup Alternatives documents are available here for your review: East Release Site and the West Release Site,or by attending a public meeting to be held at the St. Ann Center-Bucyrus Center, Adult Wing Activity Room at 10 AM on December 17, 2015. All persons are welcome to attend and comment. Comments pertaining to the proposed applications will be accepted until December 17. Please contact Nicholas Schultz at 414-977-5087 or nschultz@stanncenter.org.

This entry was posted in Stories by Sharon Selz.

A Cleanup Grant Application Submittal | St. Ann Center for Intergenerationa - Windows Internet Explorer pro

//stanncenter.org/public-notice-us-epa-cleanup-grant-application-submittal/

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- Stories

Public Notice: US EPA Cleanup Grant Application Submittal

December 4, 2015

By Sharon Seitz

For Immediate Release

Dec. 4, 2015

Contact: Sharon Seitz

Phone: (414) 977-5064

Email: sseitz@stanncenter.org

Notice is hereby given that St. Ann Center for Intergenerational Care intends to apply for two United States Environmental Protection Agency (U.S. EPA) Brownfields Cleanup Grants for the St. Ann Center-Bucyrus Campus property located at 2450 W. North Avenue in Milwaukee, Wisconsin. The Draft U.S. EPA Analysis of Brownfields Cleanup Alternatives documents are available here for your review: East Release Site and the West Release Site or by attending a public meeting to be held at the St. Ann Center-Bucyrus Center, Adult Wing Activity Room at 10 AM on December 17, 2015. All persons are welcome to attend and comment. Comments pertaining to the proposed applications will be accepted until December 17. Please contact Nicholas Schultz at 414-977-5087 or nschultz@stanncenter.org.

This entry was posted in Stories by Sharon Seitz.

LEAVE A REPLY

Name (required)

Email (will not be published) (required)

Website

Comment

SUBMIT COMMENT

Internet | Protected Mode: Off

EPA Brownfield Cleanup Grant Public Meeting

Meeting Subject: **EPA Brownfield Cleanup Grant Public Meeting**	Meeting No: 1
Project Name: **EPA Brownfield Cleanup Grant - East Release Site** **EPA Brownfield Cleanup Grant – West Release Site**	Meeting Date: **December 17, 2015 10:00 AM**

Name	Representing	Phone	e-mail
Rick Binder	STANTEC	262-643-9010	rick.binder@stantec.com
David Holmes	"	262-205-1721	david.holmes@stantec.com
Nicle Schultz	St. Ann Center	971-207-8401	nschultz@stanncenter.org
Joyce Davis	"	414 210 2457	jdavis@stanncenter.org
Tina Payne	St Ann Ctr	414-210-2450	tina.eagles@yahoo.com
MONIQUE BRADLEY	"	414-544-1565	Bradlemr@gmail.com
Tony Phillips	St. Ann Center	414.210.2450	cerjaphillips@gmail.com
Diane Beckley	St Ann Center	414-210-2501	dBeckley@stannctr.org

St. Ann Center- Bucyrus Campus Public Meeting
December 17, 2015
10:00 a.m.
Minutes

Public Hearing for United States Environmental Protection Agency Grant Applications for:

St. Ann Center – Bucyrus Campus ***East Release Site***
St. Ann Center – Bucyrus Campus ***West Release Site***

Attendance:
Diane Beckley – St. Ann Center- Bucyrus Campus
Tony Phillips – Park Lawn Assembly of God and St. Ann Center Board Member
Joyce Davis - St. Ann Center- Bucyrus Campus
Tina Payne - St. Ann Center- Bucyrus Campus
Monique Bradley - St. Ann Center- Bucyrus Campus
Nicholas Schultz – St. Ann Center
Rick Binder – Stantec Consulting Services, Inc.
David Holmes – Stantec Consulting Services, Inc.

Discussion regarding the cleanup sites and Bucyrus Campus was held. All were supportive of the intended use of the grants.

Adjourned at 12:00 p.m.

Attachment F

Draft Analysis of Brownfields Cleanup Alternatives (ABCA)

Analysis of Brownfield Cleanup Alternatives
St. Ann Center for Intergenerational Care – Bucyrus Campus, East Release Site
2450 W. North Avenue, Milwaukee, Wisconsin

December 1, 2015

Analysis of Brownfield Cleanup Alternatives

This Analysis of Brownfield Cleanup Alternatives outlines three alternatives evaluated during the cleanup and planning processes for the ***East Release Site*** of the St. Ann Center for Intergenerational Care – Bucyrus Campus located at 2450 W. North Avenue, Milwaukee, Wisconsin (East Release Site or Site). Three cleanup and environmental management alternatives were evaluated with respect to changing climate and green remediation considerations, effectiveness, implementability, and cost consist of the following:

- Alternative One – No Action.
- Alternative Two – Soil impacted by polynuclear aromatic hydrocarbons (PAHs) will be excavated and removed from entire site except under the recently constructed building. The excavated soil will be transported offsite for disposal at an approved facility. An engineered cap will be placed over the site with landscaping and Institutional Controls.
- Alternative Three – Selected soil removal and off-site disposal of PAH impacted soils from the contaminated soil stockpile on the north side of the site, from a planned orchard and raised garden area, and from the contaminated fill area in the northern portion of the site will be performed. An engineering cap will be placed over these excavated areas. The remaining areas will be managed with landscaping and Institutional Controls.

Further details are provided in the flowing sections.

SITE HISTORY/COMPREHENSIVE PLAN

The East Release Site is approximately three acres in size and is part of the 7.5 acre (two square block) St. Ann Center - Bucyrus Campus property which, when complete, will include a $25 million facility designed to support the most economically depressed and underserved neighborhoods in the City as well as provide employment for up to 200 residents. The Property is located in a mixed commercial retail/residential area, and is generally bound on the north by W. Meinecke Ave., to the east by the N. 24th Street, to the west by St Ann Center property adjacent to N. 25th Street, and the south by St. Ann Center property adjacent to W. North Avenue.

The Site has a history of development dating to the late 1800's. The Site parcels included residences and commercial buildings. A portion of N. 24th Place and two alleys were also present. From 1951 through the early 1970s the Site and surrounding parcels were acquired by the Milwaukee County Freeway Commission as part of site assembly for the planned Park West Freeway. The buildings were demolished, the basements filled in and N. 24th Place and the alleys were vacated. Due to public opposition, plans for the freeway were canceled in 1977 and the property was initially transferred to the City. The property was subsequently transferred to the Redevelopment Authority of the City of Milwaukee (RACM) in 1981. St. Ann Center purchased the East Release Site from RACM under a development agreement executed on October 6, 2014.

Based on site investigations conducted to date, the entire East Release Site contains variable depths of historic fill. PAHs are present in soil/fill throughout the Site at concentrations significantly above applicable Chapter NR 720 Wisconsin Administrative Code Non-industrial Residual Contaminant Levels. There are no known parties that have liability for contaminating the Site. As part of redevelopment, greenspace including an orchard and raised gardens, a swimming pool, and lawn area are planned for the Site as well as portions of the facility building and parking areas. Specific concerns include exposure to the soils, plant uptake, and migration of contaminants to environmentally sensitive areas via surface water runoff. The Site has been entered into the WDNR Remediation and Redevelopment Program; WDNR Bureau of

Remediation and Redevelopment Tracking System Activity #02-41-56425 and WDNR Facility Identification #341265210. The WDNR project manager is Mark Drews.

Alternative cleanup and environmental management activities considered for the Site consist of the following:

- Alternative One – No Action
- Alternative Two – Excavation and offsite disposal of PAH-impacted soil and/or fill stockpile material (4,605 cubic yards [CY]) to a depth of 1.5 feet, construction of a engineered cap (3,605 CY) to prevent direct contact with impacted soil and fill material, and use of landscaping and institutional controls for on site management of the areas where excavation is not practical (near and under the newly constructed community center building).
- Alternative Three –Selected excavation/removal and off-site disposal of PAH impacted fill/soil as a special waste from the proposed orchard and pool areas and an impacted fill/soil pile (2,000 CY). Remaining PAH- impacted soils will be managed on site and covered with an 18-inch engineered soil cap (1,560 CY), the facility building and paved areas. The use of an engineered cover and institutional controls for on site management of the areas where further excavation is not practical will reduce the total amount of contaminated soil requiring removal and associated carbon footprint and cost. Engine idle reduction practices will also be utilized to further minimize total emissions, neighborhood traffic and fuel costs. Engineering and institutional controls will be maintained.

The No Action Alternative (i.e. natural attenuation) was evaluated as a remedial alternative to address the health and environmental impacts at the Site. Alternative 1 would leave the Property in its current condition and no action would be taken.

- Effectiveness – Very limited to no effectiveness. Based on site conditions, reduction of PAH in soil through natural reduction or attenuation is unlikely to occur in any significantly amount because of the characteristic resistance of these chemicals to solubility in water or biodegradation over an extended timeline. Alternative 1 provides no protection from direct contact with contaminants at the Site and provides little to no protection of public health, safety, and welfare and the environment.
- Implementability – Easy to implement in the short term; however the expected time frame needed to achieve appropriate remedial objectives through natural attenuation of identified constituents is unlikely to be considered acceptable by WDNR. Alternative 1 would hinder future development at the Site.
- Cost – Costs are thought to be minimal. As part of continuing obligations under CERCLA, at minimum, the Site will need to be secured. Probable costs for securing the Site (i.e. perimeter fencing and video surveillance) are $15,000.

Alternative 2 involves excavation and offsite disposal of 4,605 cubic yards of PAH contaminated soil. A uniform engineered cap of clean soil (3,605 cubic yards) will be placed over the area excavated. Site monitoring wells will be properly abandoned and documentation will be provided to the WDNR once closure has been granted.

- Effectiveness – Highly effective in the short term and considered effective in the long term, particularly if the engineered cap is maintained and fill materials are structurally suitable for building construction. Removal of the PAH-impacted soil and/or fill material will provide for immediate and permanent removal of residual impacts and is consistent with WDNR guidance. In

addition, excavation of the PAH impacted soil areas will remove the potential for future leaching of PAH to groundwater. Construction of an engineered cap and implementing an institutional control is the most effective way to reduce the threat to public health, safety, welfare, and the environment from soil and/or fill material impacted by low-level concentrations of PAHs.

- Implementability – Alternative 2 is considered technically easy to implement. Materials, equipment, technologies, and services associated with Alternative 2 are easy to procure. Portions of the Site are currently occupied by the constructed building. Site accessibility will coincide with development. The permits and approval processes required for excavation and offsite disposal of impacted soil and construction of the engineered cap could begin immediately depending on the development schedule.
- Cost – Alternative 2 includes site preparation tasks such as mobilization/demobilization, soil erosion and sediment control measures and construction entrance preparation ($10,000). The site will also be appropriately secured. This may include caution tape and lath, poly fencing, and/or signage as required (5,000). Contaminated soil excavation, transportation, and disposal [4,605 cubic yards; $326,995 (and placement of a uniform engineered cap of 3605 cu yd $57,692)] will also be performed at the Site. Site waste characterization and confirmatory soil samples laboratory fees are estimated at $15,000. Site survey fees are expected to be $6,000. Engineering fees are expected to be $40,000. The estimated cost for Alternative 2 is $460,687.

Alternative 3 involves selected excavation/removal and off-site disposal of PAH impacted fill/soil as a special waste from the proposed orchard and pool areas and an impacted fill/soil pile (2,000 CY). Remaining PAH impacted soils will be managed on site and covered with an 18-inch engineered soil cap (1,560 CY), the facility building and paved areas. The use of an engineered cover and Institutional Controls for on site management of the areas where further excavation is not practical will reduce the total amount of contaminated soil requiring removal and associated carbon footprint and cost. Engine idle reduction practices will also be utilized to further minimize total emissions, neighborhood traffic, and fuel costs. Engineering and institutional controls will be maintained.

- Effectiveness – Effective in the short term and considered effective in the long term, if partial removal of the PAH impacted soil occurs and the remainder of impacted soil is covered with an engineering cap.
- Implementability - Alternative 3 is considered technically easy to implement. Materials, equipment, technologies, and services associated with Alternative 3 are easy to procure. Portions of the Site are currently occupied. Site accessibility will coincide with development. The permits and approval processes required for excavation and offsite disposal of impacted soil and construction of the engineered cap could begin immediately depending on the development schedule.
- Cost – Alternative 3 includes site preparation tasks such as mobilization/demobilization, soil erosion, and sediment control measures and construction entrance preparation ($10,000). The Site will also be appropriately secured. This may include caution tape and lath, poly fencing, and/or signage as required (5,000). Contaminated soil excavation, transportation and disposal (2,000 cubic yards; $142,000) will be performed at the site. At total of 1,000 cubic yards will be managed by grading/ construction of an engineered berm ($6,000) and an engineered cap of clean soil (1,560 CY) will be used over the excavated areas ($24,892). Site waste characterization and confirmatory soil samples laboratory fees are estimated at $15,000. Site survey fees are expected to be $6,000. Engineering fees are expected are expected to be $40,000. The estimated cost for Alternative 3 is $248,892.

The Probable costs for the Potential Remedial Alternatives are summarized in Table 1.

CLIMATE CHANGE CONSIDERATIONS

The property is located in the City of Milwaukee. The Site is not located in the 100-year floodplain.

Authoritative Resources:
The National Flood Insurance Rate Maps from the National Flood Insurance Program were consulted for the Milwaukee area. The United States Environmental Protection Agency (USEPA) website for Climate Impacts for the Midwest was consulted (USEPA Web site: http://www.epa.gov/climatechange/). The website noted that the summers in the Midwest are hot and humid and winters are cold, since the region is far from the temperature-moderating effect of the oceans. Therefore variations in climate will tend to be expressed without moderation in the Milwaukee, Wisconsin area.

Site Specific Risk Factors:
Based on the physiographic location of the site, some major climatic risk factors do not apply to this Site. For instance since Milwaukee is in a municipal area, wildfires or forest fires are not a risk factor. The primary climatic risk factors are the following:

- Changing dates for ground thaw/freezing – deceases in average temperatures long term will shorten the already narrow window of the Wisconsin growing season. Increases in average temperature will increase the length of the Wisconsin growing season. These factors could affect infiltration at the Site.
- Changing the environmental/ecological zones – will depend on the decrease or increase in average temperatures and future variations in precipitation. These factors are interrelated with the changing dates for ground thaw/freezing. Variations in the growing season will result in changes in bird nesting and migration ranges and dates and be expressed in changes in the ecological diversity.
- Changing the air quality index - decreases in average temperature long term will result in less heat index days, while increases in average temperature long term will result in more heat index days, causing increased ozone formation in urban areas. This will make it more challenging to meet air quality standards and will increase the risks of health effects in these areas.

Accommodation of Identified Climate Risk Factors:
Within the scope of the brownfield cleanup alternatives being considered at the Site is the use of engineered capping of some of the areas of the Site will serve as an engineering control over areas that have been affected by the historical use of the Site.

The selected remediation alternatives will have no effect on potential variations in the growing season, as the Site is in a municipal area and will be used for green space and public/health and wellness center. The green space will be only indirectly affected by any changes in environmental and ecological zone, in that the type of wildlife that may use the Site may vary with those changes, but the brownfield cleanup alternatives will not affect those variations. Also the increase in green space will only serve to mitigate any air quality changes due to variations in climate, as trees and landscape planting help reduce ozone formation. The increase in green space will also aid in infiltration of rain water into the unconsolidated zone and eventually recharging the bedrock and the Wisconsin River.

Based on the information above, climate change is not anticipated to significantly affect the effectiveness of the alternatives evaluated.

GREEN REMEDIATION CONSIDERATIONS

Potential remedial alternatives were evaluated with respect to USEPA's Green Remediation Strategy key actions. Alternative 1 requires the least carbon footprint. Alternative 3 appears to represent a lower carbon footprint than that required to excavate and transport all impacted soil and replace with clean soil (Alternative 2). However, additional capping material must also be brought on Site. Engine idle reduction practices will help to minimize total emissions.

RECOMMENDATION

All three remedial alternatives evaluated are considered technically feasible, though the effectiveness of each alternative in achieving a remedial goal and providing long-term protection of human health and the environment varies greatly. Based on the conceptual Site model, identified environmental liabilities, and proposed remedial alternatives; Remedial Alternative 3 was selected as the most technically and economically feasible approach to achieve the remedial objectives and provide for long-term protection of human health and the environment while providing for the greatest potential for future redevelopment. Remedial Alternative 3 is compatible with all phases of potential future uses of the Site.

Table 1: Probable Costs of Potential Remedial Alternatives, St. Ann Center Bucyrus Campus, East Site

Task	Probable Costs		
	Alt 1: No Action	Alt 2: Excavation & Offsite Disposal of 4600 CY of PAH impacted soil and fill & cap of 3600 CY clean soil	Alt 3: Excavation & Offsite Disposal of 2000 CY of PAH-impacted soil; 1560 CY clean soil cover, 1000 CY managed.
Perimeter Fencing and/or Surveillance	$15,000	$5,000	$5,000
Site Prep, mob/demob, soil erosion, sediment control measures	$0	$10,000	$10,000
Soil Excavation, Transportation and Disposal	$0	$326,995	$142,000
On-site management soils by institutional controls	$0	$0	$6,000
Placement of a uniform engineered cap and top soil	$0	$57,692	$24,892
Site waste characterization and confirmatory soil sampling	$0	$15,000	$15,000
Survey Fees	$0	$6,000	$6,000
Engineering	$0	$40,000	$40,000
Total Probable Costs	$15,000	$460,687	$248,892

Attachment G

Documentation of Nonprofit Status

ALABAMA · COLORADO · ARIZONA · MAINE · TEXAS · UTAH · ALASKA · IOWA · LOUISIANA · WISCONSIN · TENNESSEE · IDAHO · GEORGIA · DELAWARE · ILLINOIS · KANSAS · NORTH CAROLINA · OREGON · NEBRASKA · KENTUCKY · NEW HAMPSHIRE · NEW JERSEY · NEW MEXICO · CONNECTICUT · FLORIDA · MASSACHUSETTS · INDIANA · OKLAHOMA · RHODE ISLAND · MONTANA · HAWAII · WASHINGTON · VIRGINIA · VERMONT · WYOMING · OHIO · CALIFORNIA · MICHIGAN · MINNESOTA · MISSISSIPPI · MISSOURI · WEST VIRGINIA · NEW YORK · NEVADA · NORTH DAKOTA · PENNSYLVANIA · SOUTH CAROLINA · SOUTH DAKOTA · MARYLAND · ARKANSAS

1817 2015

The Official Catholic Directory

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[T] ASSOCIATIONS OF THE FAITHFUL

BELOIT. *Franciscan Sisters of Our Lady* (1981) 2110 Bootmaker Dr., 53511-2318. Tel: 608-365-7257. Sr. Timothy Geenen, F.S.O.L., Supr. Sisters 2.

FRANKLIN. *Franciscan Sisters of Saint Clare, Inc.* (1977) 7732 S. 51st St., 53132. Tel: 414-423-5277; Fax: 414-421-7869. Email: smcs@wi.rr.com. Web: fssclare.org. Sr. Mary Celine Stein, F.S.S.C., Supr. Gen. Non-Cloistered Contemplative Community. Professed Sisters 2; Lay Affiliates 10; Sister in Temporary Vows 1.

[U] MISSIONARY ACTIVITIES

MILWAUKEE. *Milwaukee Archdiocesan Office for World Mission* (1966) (Formerly Latin American Office), 3501 S. Lake Dr., P.O. Box 070912, 53207-0912. Tel: 414-758-2281; Fax: 414-769-3408. Email: wmo@archmil.org. Web: www.archmil.org/offices/world-mission.htm. Antoinette Mensah, Dir. Educates and raises funds for worldwide mission. Promotes parish twinning between archdiocese and other countries.

Society for the Propagation of the Faith, Archdiocese of Milwaukee (1822) (Pontifical Mission Aid Societies), 3501 S. Lake Dr., P.O. Box 070912, 53207-0912. Tel: 414-758-2281; Fax: 414-769-3408. Email: wmo@archmil.org. Web: www.archmil.org/offices/world-mission.htm. Antoinette Mensah, Dir.

Society for the Propagation of the Faith, Missionary Childhood Association dba Society for the Propagation of the Faith, Archdiocese of Milwaukee (1822) (Pontifical Mission Aid Societies), 3501 S. Lake Dr., P.O. Box 070912, 53207-0912. Tel: 414-758-2281; Fax: 414-769-3408. Email: wmo@archmil.org. Web: www.archmil.org/offices/world-mission.htm. Antoinette Mensah, Dir.

BURLINGTON. *General Secretariat of the Franciscan Missions, Inc.*, P.O. Box 130, Waterford, 53185. Tel: 262-534-5470; Fax: 262-534-4342. Email: framis@wi.net. Web: franciscanmissions.org. Revs. Sereno Baiardi, O.F.M., Dir.; Sante De Angelis, O.F.M., Assoc. Dir.; Ponciano Macabalo, O.F.M. General Secretariat of the Franciscan Missions, Inc. Missionaries 5,400.

ELM GROVE. *Family Unity International, Inc.*, 12750 Stephen Pl., 53122-1964. Tel: 262-797-8988; Fax: 262-439-8241. Email: jparks@wi.rr.com. Web: www.workingboyscenter.org. Patricia J. Parks, Pres. Organization operates with the corporate participation of the director of the Milwaukee Archdiocesan Office for World Mission.

GREENDALE. *Volunteer Missionary Movement (VMM)*, 5980 W. Loomis Rd., 53129-1824. Tel: 414-423-8660; Fax: 414-423-8964. Email: vmm@vmmusa.org. Web: www.vmmusa.org. Victor J. Doucette, Exec. Dir. Recruits, trains, and sends Christian men and women to serve for two years in areas of need in Central America.

RACINE. *Community of St. Paul, Inc.* (1994) 1505 Howard St., 53404. Tel: 262-634-2666; Fax: 262-635-1910. Email: racine@comsp.org. Revs. Pere Cane-Gombau, Pres.; Marti Colom, Vice Pres.; Pablo Cirujeda, Treas.; Ms. Maria Jose Morales, Sec.; Rev. Javier Guativa, Bd. Member; Ms. Montserrat Madrid, Bd. Member; Ms. Dolores Puertolas, Bd. Member. Public Association of Christian Faithful, comprised of clergy and laity. It is present in North and South America. It fosters pastoral activities and human development initiatives, while promoting mission awareness internationally.

[V] SOCIETIES

MILWAUKEE. **Christ Child Society, Inc. - Milwaukee Chapter*, 4033 W. Good Hope Rd., 53209-2268. Tel: 414-540-0489. Email: christchildmilwaukee@gmail.com. Web: www.christchildsociety.com. Pat Dorr, Co-Pres.; Jean Phelan, Co-Pres.

Cursillos in Christianity, P.O. Box 070912, 53207-0912. Tel: 414-481-6449. Email: ereyes4@wi.rr.com. Web: www.cursillo.org/milwaukee. Rev. William W. Key, Spiritual Dir., English Speaking Secretariat; James Carlson, Lay Dir. Tel: 262-639-6576. Total Staff 5.

Priests' Purgatorial Society, 3501 S. Lake Dr., P.O. Box 070912, 53207-0912. Tel: 414-769-3340; Fax: 414-769-3908. Email: cusackb@archmil.org. Web: archmil.org. Barbara Anne Cusack, J.C.D., Sec.

**St. Vincent de Paul Society of Milwaukee*, 9601 W. Silver Spring Dr., 53225-3301. Tel: 414-462-7837; Fax: 414-462-5458. Deborah Duskey, Exec. Dir.

FOND DU LAC. **Christ Child Society - Fond du Lac Chapter*, 712 Southgate Dr., 54935. Tel: 920-922-2437. Barbara Michels, Pres.

LOMIRA. *Legion of Mary*, W1476 County Rd. H, 53048. Tel: 920-948-2024. Anthony Hesprich, Pres.

WEST ALLIS. *Milwaukee Archdiocesan Holy Name Union*, P.O. Box 270562, 53227. Tel: 414-327-2199; Fax: 414-546-4650. Email: stevenandbecky@sbcglobal.net. Mr. Steven R. Lazarczyk, Pres.; Rev. Edward Griesemer, S.C.J.

[W] NEWMAN CENTERS

MILWAUKEE. *Marquette University/Campus Ministry* P.O. Box 1881 - AMU236, 53201-1881. Tel: 414-288-6873; Fax: 414-288-3696. Email: ann.hilbert@marquette.edu. Web: www.marquette.edu/cm. Mary Sue Callan-Farley, Dir.; Gerald Fischer, Assoc. Dir.

Milwaukee Archdiocesan Campus Ministry 3501 S. Lake Dr., P.O. Box 070912, 53207-0912. Tel: 414-758-2219; Fax: 414-769-3408. Email: burdsp@archmil.org. Web: www.johnpaul2center.org.

Campus Ministry of the Archdiocese of Milwaukee

Catholic Campus Ministry U.W. - Whitewater 344 N. Prairie St., Whitewater, 53190. Tel: 262-473-5555; Fax: 262-473-5855. Email: zaninb@uww.edu. Brian Zanin, Dir. Campus Ministry.

Catholic Campus Ministry Newman Center - U.W. Milwaukee 3001 N. Downer Ave., 53211. Tel: 414-964-6640; Fax: 414-964-3608. Email: info@uwmcatholic.org. Dave Kinsman, Campus Min. Coord.

[X] MISCELLANEOUS

MILWAUKEE. *Adult Learning Center, Inc.*, 1916 N. 4th St., 53212. Tel: 414-263-5874; Fax: 414-431-2031. Email: herb@alcmke.org. Herb Hayden, Exec. Dir.; Sr. Callista Robinson, Asst. Admin. Students Assisted 200.

Agape Community Center of Milwaukee, Inc. (1989) 6100 N. 42nd St., 53209. Tel: 414-464-4440; Fax: 414-464-9420. Email: abachrach@agape-center.org. Web: www.ministryhealth.org. Ann Bachrach, Exec. Dir. Corporate Sponsor: Ministry Health Care, Inc. (Milwaukee, WI); Sponsored by Ascension Health Ministries. Total Staff 12; Total Assisted 1,372.

St. Ann Center for Intergenerational Care, Inc., 2801 E. Morgan Ave., 53207. Tel: 414-977-5000; Fax: 414-977-5050. Email: jpglaser@stanncenter.org. Web: www.stanncenter.org. John P. Glaser, CFO.

Apostleship of Prayer, 1501 S. Layton Blvd., 53215-1924. Tel: 414-486-1152. Email: info@apostleshipofprayer.org. Web: www.apostleshipofprayer.org. Santiago Rodriguez, S.J., Dir. Youth & Young Adults; Rev. James M. Kubicki, S.J., Natl. Dir.; Grace Mazza Urbanski, Dir. Children's Ministry.

Archdiocesan Marian Shrine, P.O. Box 070912, 53207-0912.

**Archdiocese of Milwaukee Catholic Community Foundation, Inc.*, 637 E. Erie St., 53202. Tel: 414-431-6402; Fax: 414-431-6407. Email: info@legaciesoffaith.org. Web: legaciesoffaith.org. Ms. Mary Ellen Markowski, Pres.

Assisi Homes - Jefferson Court, Inc. (1993) 415 E. Knapp St., 53202. Tel: 414-271-5370; Fax: 414-271-5988. Web: www.fm-inc.org. Terri Rocole, Senior Vice Pres. Mission Svcs. Housing Units 222; Residents 247; Total Staff 11.

St. Benedict Community Meal (1970) (Province of St. Joseph of the Capuchin Order, Inc.), 1015 N. 9th St., 53233. Tel: 414-271-0135. Email: stbens@sbcglobal.net. Web: stbensmilwaukee.org. Bro. Rob Roemer, O.F.M.Cap., Meal Dir. Provides a free evening meal Sunday through Friday to those in need. Total Assisted 100,000; Total Staff 8.

Capuchin Franciscan Volunteer Corps, 1927 N. 4th St., 53212. Tel: 414-374-8841, Ext. 29; Fax: 414-374-5553. Email: capcorps@thecapuchins.org. Web: www.capcorps.org. Shelly Roder, Co-Dir.; Marcia Lee, Co-Dir. Purpose: The Capuchin Franciscan Volunteer Corps Midwest is an intentional community of full-time volunteers who live simply, practice Franciscan spirituality, and examine issues of social justice through reflection and action. Total Assisted 10,000; Total Staff 2.

St. Catherine Residence, Inc. (1913) 1032 E. Knapp St., 53202. Tel: 414-272-8470; Fax: 414-272-7579. Web: www.stcatherineresidence.org. Cindy Holler, Pres.

St. Catherine Residence, Inc., Affordable housing serving women in transition and those who will benefit from an environment where women support, encourage, and network with each other. Includes a Right Start Program for first-time, single, pregnant women over the age of 17. Residents 150.

The Catholic Charismatic Renewal Office of Southeastern Wisconsin, Inc. (1980) P.O. Box 070637, 53207-0637. Tel: 414-482-1727; Fax: 414-482-3616. Email: ccr@archmil.org. Web: www.ccrmilwaukee.com. Marianne Skrobiak, Liaison; Leo Vitangcol, Assoc. Liaison.

Magnificat-West Bend Chapter: Mary Mother of All Hearts, 3351 Town Line Rd., West Bend, 53095. Tel: 262-677-1192. Terri Biertzer, Pres. & Coord.

Magnificat-Kenosha/Racine Chapter of the Lord, 6322 61st Ave., Kenosha, 262-654-7287. Rose Nelson, Coord.

Catholic Charities Foundation, Inc. Dr., P.O. Box 070912, 53207-0912. 3400; Fax: 414-769-3400. Catholiccharities@ccmke.org. www.ccmke.org. Ricardo Cisneros, Dir.; Jason Flanders, C.P.A., Dir. Fi

Catholic Charities of the Archdiocese Inc. (1920) 3501 S. Lake Dr., P.O. 53207-0912. Tel: 414-769-3400; Fax: Email: catholiccharities@ccmke.org. www.ccmke.org. Ricardo Cisneros, Dir.; Jason Flanders, C.P.A., Dir. Vacant, Dir. Mission Advancement Jankowski, Dir. Adult Day S Cisneros, Dir., Programs. Tel: Susan Howland, Dir. Community 414-771-2881; Barbara Graham, D for Immigrants. Tel: 414-643-8570 Tel: 414-769-3415; Sharon Communications Mgr. Tel: 414-76 Skibba, Foundations Relations Mgr Dir. In-Home Support Svcs., Megan Child Welfare Svcs.; Mandy Bibo, D Health; Steven Xiong, Dir. Migran Svcs. Total Assisted Annually 27,600

St. Clare Management, Inc., 1545 S. 53215. Tel: 414-385-5330; Fax: 414-3 www.stclaremgt.org. Margaret E. Dir. Sponsored by the School S Francis, Housing Management committed to providing quality services to low income elderly and/or disabilities.

Clare Towers, Inc. dba Clare Towers, Clare Heights, Clare Meadows, Cla Clare Lakes 1545 S. Layton Blvd., 53 385-5330; Fax: 414-385-53 www.stclaremgt.org. Sponsored by S of St. Francis, Housing facilities disabled to live independently. Apart

Dismas Ministry (2000) P.O. Box 070968 414-486-2383; Fax: 414-481-6764. Em dismasministry.org. www.dismasministry.org. Ronald Zel Dir. A national Catholic outreach victims, their families, those released and the community.

Dominican Center for Women, Inc., 247 St., 53206-1134. Tel: 414-444-9930; F 4041. Email: kierzek.sara@gmail.com Rogers, Dir. & Contact Person. To Annually 150.

Eastside Senior Services (1974) 2618 Ave., 53211. Tel: 414-961-0661; Fax: 41 Email: eastside@interfaithmilw.org. J Dir. Sponsored by SS. Peter and Paul Lutheran Church, ELCA, St. Mark Church, Plymouth Church, United Christ, Our Lady of Divine Provid Holy Women, Immanuel Presbyterian of St. John the Evangelist and Old S Milwaukee., Corporate Title: East Services, Inc. - an Interfaith Outreach Total Assisted 350; Total Staff 1.

**Erica P. John Fund, Inc.*, 330 E. Kil Ste. 1454, 53202-3144. Tel: 414-607 414-607-6045. Paula N. John, Pres.

Faith in Our Future Trust, P.O. Box 53207-0504. Tel: 414-769-3300. Most R E. Listecki, Trustee.

**Felician Sisters Ministry Foundation of Inc.* (1968) 1600 W. Oklahoma Ave., 414-645-5337, Ext. 262. Fax: 414-6 Sponsored by the Congregation of the St. Felix of Cantalice of the North Province, Inc. (Felician Sisters development for Villa St. Francis, S Academy and other ministries of the Sisters.

Franciscan Peacemakers, Inc., Milwaukee W. Burleigh St., 53212. Tel: 414-569-5 562-4780. Email: przedpel@yahoo.co www.franciscanpeacemakers.com. Deacon J. Przedpelski, Exec. Dir.; Carmen Mojica Social Worker & Therapist. Total Annually 24,170; Total Staff 2.

House of Peace (1968) 1702 W. We 53205-1616. Tel: 414-933-1300; Fax: 414 Email: ghoward@thecapuchins.org. www.houseofpeacemilwaukee.org. Sheets-Howard, M.A., M.Div., Dir.; R McDonald, O.F.M.Cap., Pastoral Dir Assisted Annually 77,699. In Res. Rev Veik, O.F.M.Cap.

Affiliates: Bros. T.L. Michael Auman, O.F Isidore Herriges, O.F.M.Cap.

The Jesuit Partnership, 3400 W. Wisconsin 53208-3841. Tel: 414-937-6955; Fax: 414-9

Office of the General Counsel

3211 FOURTH STREET, NE · WASHINGTON, DC 20017-1194 · 202-541-3300 · FAX 202-541-3337

June 4, 2015

TO: Subordinate Organizations under USCCB Group Ruling (GEN: 0928)

SUBJECT: 2015 Group Ruling

FROM: Anthony Picarello, General Counsel
(Staff: Matthew Giuliano, Assistant General Counsel)

This memorandum relates to the annual Group Ruling determination letter issued to the United States Conference of Catholic Bishops ("USCCB") by the Internal Revenue Service ("IRS"), the most recent of which is dated May 29, 2015, with respect to the federal tax status of subordinate organizations listed in the 2015 edition of the Official Catholic Directory ("OCD").[1] As explained in greater detail below, this 2015 Group Ruling determination letter is important for establishing:

(1) exemption of subordinate organizations under the USCCB Group Ruling from federal income tax; and

(2) deductibility of contributions to such organizations for federal income, gift and estate tax purposes.

The 2015 Group Ruling determination letter is the latest in a series that began with the original determination letter of March 25, 1946. In the original 1946 letter, the Treasury Department affirmed the exemption from federal income tax of all Catholic institutions listed in the OCD for that year. Each year since 1946, in a separate letter, the 1946 ruling has been reaffirmed with respect to subordinate organizations listed in the current edition of the OCD.[2] The annual group ruling letter clarifies important tax consequences for Catholic institutions listed in the OCD, and should be retained for ready reference. Group Ruling letters from prior years establish tax consequences with respect to transactions occurring during those years.

Responsibilities under Group Ruling. Diocesan officials who compile OCD information for submission to the OCD publisher are responsible for the accuracy of such information. They must ensure that only qualified organizations are listed, that organizations are listed under their correct legal names, that organizations that cease to qualify are deleted promptly, and that newly-qualified organizations are listed as soon as possible.

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[1] A copy of the most recent Group Ruling determination letter and this memo may be found on the USCCB website at www.usccb.org/about/general-counsel/ under "Tax and Group Ruling."

[2] Catholic organizations with independent IRS exemption determination letters are listed in the 2015 OCD with an asterisk (*), which indicates that such organizations are **not** included in the Group Ruling.

EXPLANATION

1. **Exemption from Federal Income Tax**. The latest Group Ruling determination letter reaffirms that the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions that appear in the 2015 OCD and are subordinate organizations under the Group Ruling are recognized as exempt from federal income tax under section 501(c)(3) of the Code. The Group Ruling determination letter does not cover organizations listed with asterisks or any foreign organizations listed in the 2015 OCD.

Verification of Exemption under Group Ruling. The latest Group Ruling determination letter indicates that most subordinate organizations under a group tax exemption are not separately listed in Exempt Organizations Select Check ("EO Select Check") or the Exempt Organization Business Master File extract ("EO BMF"), both of which are available on www.irs.gov. As a result, many subordinate organizations included in the USCCB Group Ruling are not included in various online databases (e.g., GuideStar) that are derived from the EO BMF. This does not mean that subordinate organizations included in the Group Ruling are not tax exempt, that contributions to them are not deductible, or that they are not eligible for grant funding from corporations, private foundations, sponsors of donor-advised funds or other donors that rely on online databases for verification of tax-exempt status. It does mean that a Group Ruling subordinate may have to make an extra effort to document its eligibility to receive contributions. The Group Ruling determination letter states that donors may verify that a subordinate organization is included in the Group Ruling by consulting the Official Catholic Directory or by contacting the USCCB directly. It also states that the IRS does not verify inclusion of subordinate organizations under the Group Ruling. *Accordingly, neither subordinate organizations nor donors should contact the IRS to verify inclusion under the Group Ruling.*

Subordinate organizations should refer donors, including corporations, private foundations and sponsors of donor-advised funds, to the specific language in the Group Ruling determination letter regarding verification of tax-exempt status, and to IRS Publication 4573, *Group Exemptions*, available on the IRS website at www.irs.gov. Publication 4573 explains that: (1) the IRS does not determine which organizations are included in a group exemption; (2) subordinate organizations exempt under a group exemption do not receive their own IRS determination letters; (3) exemption under a group ruling is verified by reference to the official subordinate listing (*e.g.*, the Official Catholic Directory); and (4) it is not necessary for an organization included in a group exemption to be listed in EO Select Check or the EO BMF. Although not required, organizations in the Group Ruling may be included in the EO BMF, and consequently, online databases derived from it.

2. **Public Charity Status**. The latest Group Ruling determination letter recognizes that subordinate organizations included in the 2015 OCD are public charities and not private foundations under section 509(a) of the Code, but that all subordinate organizations do not share the same public charity status under section 509(a). Therefore, although the USCCB is classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(i), that public charity status does *not* automatically extend to subordinate organizations covered under the Group Ruling.

Verification of Public Charity Status. Each subordinate organization in the Group Ruling must establish its own public charity status under section 509(a)(1), 509(a)(2) or 509(a)(3) as a condition to inclusion in the Group Ruling. Certain types of subordinate organizations included in the Group Ruling qualify as public charities by definition under the Code. These are:

- churches and conventions or associations of churches under sections 509(a)(1) and 170(b)(1)(A)(i) (generally limited to dioceses, parishes and religious orders);

- elementary and secondary schools, colleges and universities under sections 509(a)(1) and 170(b)(1)(A)(ii); and

- hospitals under sections 509(a)(1) and 170(b)(1)(A)(iii).

Other subordinate organizations covered under the Group Ruling may qualify under the public support tests of either sections 509(a)(1) and 170(b)(1)(A)(vi) or section 509(a)(2). Verification of public charity classification under either of the support tests generally can be established by providing a written declaration of the applicable classification signed by an officer of the organization, along with a reasoned written opinion of counsel and a copy of Schedule A of Form 990/EZ, if applicable. Large institutional donors, such as private foundations and sponsors of donor-advised funds, may require this verification prior to making a contribution or grant to be assured that the grantee is not a Type III non-functionally integrated supporting organization.[3] A subordinate organization included in the Group Ruling may want to file Form 8940, Request for Miscellaneous Determination, with the IRS to request a determination whether it is a publicly supported charity described in sections 509(a)(1) and 170(b)(1)(A)(vi) or section 509(a)(2), or is a Type I or II supporting organization, in order to satisfy private foundations and sponsors of donor-advised funds regarding its public charity status.

3. **Deductibility of Contributions**. The latest Group Ruling determination letter assures donors that contributions to subordinate organizations listed in the 2015 OCD are deductible for federal income, gift, and estate tax purposes.

4. **Unemployment Tax**. As section 501(c)(3) organizations, subordinate organizations covered by the Group Ruling are exempt from *federal* unemployment tax. However, individual states may impose unemployment tax on subordinate organizations even though they are exempt from federal unemployment tax. Please refer to your local tax advisor any questions you may have about state unemployment tax.

5. **Social Security Tax**. All section 501(c)(3) organizations, including churches, are required to withhold and pay taxes under the Federal Insurance Contributions Act (FICA) for each employee.[4] However, services performed by diocesan priests in the exercise of their

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[3] *See* Notice 2014-4, 2014-2 I.R.B (January 6, 2014).

[4] Section 3121(w) of the Code permits certain church-related organizations to make an irrevocable election to avoid payment of FICA taxes, but only if such organizations are opposed for religious reasons to payment of social security taxes.

ministry are not considered "employment" for FICA (Social Security) purposes.[5] FICA should not be withheld from their salaries. *For Social Security purposes*, diocesan priests are subject to self-employment tax ("SECA") on their salaries as well as on the value of meals and housing or housing allowances provided to them.[6] Neither FICA nor income tax withholding is required on remuneration paid directly to religious institutes for members who are subject to vows of poverty and obedience and are employed by organizations included in the Official Catholic Directory.[7]

6. **Federal Excise Tax**. Inclusion in the Group Ruling has no effect on a subordinate organization's liability for federal excise taxes. Exemption from these taxes is very limited. Please refer to your local tax advisor any questions you may have about excise taxes.

7. **State/Local Taxes**. Inclusion in the Group Ruling does not automatically establish a subordinate organization's exemption from state or local income, sales or property taxes. Typically, separate exemptions must be obtained from the appropriate state or local tax authorities in order to qualify for any applicable exemptions. Please refer to your local tax advisor any questions you may have about state or local tax exemptions.

8. **Form 990/EZ/N**. All subordinate organizations included in the Group Ruling must file Form 990, Return of Organization Exempt from Income Tax, Form 990-EZ, Short Form Return of Organization Exempt From Income Tax, or Form 990-N, e-Postcard, *unless* they are eligible for a mandatory or discretionary exception to this filing requirement. ***There is no automatic exemption from the Form 990/EZ/N filing requirement simply because an organization is included in the Group Ruling or listed in the OCD.*** Subordinate organizations must use their own EIN to file Form 990/EZ/N. **Do not** use the EIN of the USCCB or an affiliated parish, diocese or other organization to file a return. Form 990/EZ/N is due by the 15th day of the fifth month after the close of an organization's fiscal year.[8] The following organizations are not required to file Form 990/EZ/N: (i) churches and conventions or associations of churches; (ii) integrated auxiliaries;[9] (iii) the exclusively religious activities of religious orders; and (iv) schools below college level affiliated with a church or operated by a religious order.[11] Organizations should exercise caution if they choose not to file a Form 990/EZ/N because they believe they are not required to do so. If IRS records indicate that the organization should file a Form 990/EZ/N each year (for example, the organization receives an IRS notice stating that it failed to file a return for a given year), then the organization may appear on the auto-revocation list notwithstanding its claim to being exempt from the filing requirement.

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[5] I.R.C. § 3121(b)(8)(A).
[6] I.R.C. § 1402(a)(8).
[7] Rev. Rul. 77-290, 1977-2 C.B. 26. *See also* OGC/LRCR Memorandum on Compensation of Religious, http://www.usccb.org/about/general-counsel/compensation-of-religious.cfm (September 11, 2006).
[8] The penalty for failure to file the Form 990/EZ is $20 for each day the failure continues, up to a maximum of $10,000 or 5 percent of the organization's gross receipts, whichever is less. However, organizations with annual gross receipts in excess of $1 million are subject to penalties of $100 per day, up to a maximum of $50,000. I.R.C. § 6652(c)(1)(A). There is no monetary penalty for failing to file or late-filing a Form 990-N.
[9] I.R.C. § 6033(a)(3)(A)(i); Treas. Reg. § 1.6033-2(h).
[11] Treas. Reg. § 1.6033-2(g)(1)(vii).

Which form an organization is required to file usually depends on the organization's gross receipts or the fair market value of its assets.

Gross receipts or fair market value of assets	Return required
Gross receipts normally not more than $50,000 (regardless of total assets)	990-N (but may file a Form 990 or 990-EZ)
Gross receipts < $200,000, *and* Total assets < $500,000	990-EZ (but may file a Form 990)
Gross receipts ≥ $200,000, *or* Total assets ≥ $500,000	990

Special Rules for Section 509(a)(3) Supporting Organizations. Every supporting organization described in section 509(a)(3) included in the Group Ruling must file a Form 990 or Form 990-EZ (and not Form 990-N) each year, unless (i) the organization can establish that it is an integrated auxiliary of a church within the meaning of Treas. Reg. § 1.6033-2(h) (in which case the organization need not file Form 990/EZ *or* Form 990-N); or (ii) the organization's gross receipts are normally not more than $5,000, in which case, the religious supporting organization may file Form 990-N in lieu of a Form 990 or Form 990-EZ.

Automatic Revocation for Failure to File a Required Form 990/EZ/N. Any organization that does not file a required Form 990/EZ/N for three consecutive years automatically loses its tax-exempt status under section 6033(j). If an organization loses its tax-exempt status under section 6033(j), it must file an application (Form 1023) with the IRS to reinstate its tax-exempt status. *See* the IRS website (charities and non-profits) at http://www.irs.gov/Charities-&-Non-Profits/ for information on automatic revocation, including the current list of revoked organizations and guidance about reinstatement of exemption.

Public Disclosure and Inspection. Subordinate organizations required to file Form 990/EZ[13] must upon request make a copy of the form and its schedules (other than contributor lists) and attachments available for public inspection during regular business hours at the organization's principal office and at any regional or district offices having three or more employees. Form 990/EZ for a particular year must be made available for a three year period beginning with the due date of the return.[14] In addition, any organization that files Form 990/EZ must comply with written or in-person requests for copies of the form. The organization may impose no fees other than a reasonable fee to cover copying and mailing costs. If requested, copies of the forms for the past three years must be provided. In-person requests must be

[13] Form 990-N is available for public inspection at no cost through the IRS website at www.irs.gov.
[14] The penalty for failure to permit public inspection of the Form 990 is $20 for each day during which such failure continues, up to a maximum of $10,000. I.R.C. § 6652(c)(1)(C).

satisfied on the same day. Written requests must be satisfied within 30 days.[15]

Public Disclosure of Form 990-T. Form 990-T, Exempt Organization Unrelated Business Income Tax Return, for organizations exempt under section 501(c)(3) (which includes all organizations in the USCCB Group Ruling) is subject to similar[16] public inspection and copying rules that apply to Forms 990/EZ.

Group Returns. USCCB does not file a group return Form 990 on behalf of any organizations in the Group Ruling. In addition, no subordinate organization under the Group Ruling is authorized to file a group return for its own affiliated group of organizations.

For more information, refer to *Annual Filing Requirements for Catholic Organizations*, available at www.usccb.org/about/general-counsel/ under "Tax and Group Ruling."

9. **Certification of Racial Nondiscrimination by Private Schools in Group Ruling**. Revenue Procedure 75-50[17] sets forth notice, publication, and recordkeeping requirements regarding racially nondiscriminatory policies with which private schools, including church-related schools, must comply as a condition of establishing and maintaining exempt status under section 501(c)(3) of the Code. Under Rev. Proc. 75-50 private schools are required to file an annual certification of racial nondiscrimination with the IRS. For private schools not required to file Form 990, the annual certification must be filed on Form 5578, Annual Certification of Racial Nondiscrimination for a Private School Exempt from Federal Income Tax. This form is available at www.irs.gov. Form 5578 must be filed by the 15th day of the fifth month following the close of the fiscal year. Form 5578 may be filed by an individual school or by the diocese on behalf of all schools operated under diocesan auspices. The requirements of Rev. Proc. 75-50 remain in effect and must be complied with by all schools listed in the OCD. ***Diocesan or school officials should ensure that the requirements of Rev. Proc. 75-50 are met since failure to do so could jeopardize the tax-exempt status of the school and, in the case of a school not legally separate from the church, the tax-exempt status of the church itself.*** For more information, refer to *Annual Filing Requirements for Catholic Organizations*, available at www.usccb.org/about/general-counsel/ under "Tax and Group Ruling."

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[15] I.R.C. § 6104(d). Generally, a copy of an organization's exemption application and supporting documents must also be provided on the same basis. However, since organizations included in the Group Ruling do not file exemption applications with the IRS, nor did the USCCB, organizations included in the Group Ruling should respond to requests for public inspection and written or in-person requests for copies by providing a copy of the page of the current OCD on which they are listed. If a covered organization does not have a copy of the current OCD, it has two weeks within which to make it available for inspection and to comply with in-person requests for copies. Written requests must be satisfied within the general time limits.

[16] Only the Form 990-T itself, and any schedules, attachments, and supporting documents that relate to the imposition of tax on the unrelated business income of the organization, are required to be made available for public inspection.

[17] 1975-2 C.B. 587.

10. **Lobbying Activities**. Subordinate organizations under the Group Ruling may lobby for changes in the law, provided such lobbying is not more than an insubstantial part of their total activities. Attempts to influence legislation both directly and through grassroots lobbying are subject to this restriction. The term "lobbying" includes activities in support of or in opposition to referenda, constitutional amendments, and similar ballot initiatives. There is no distinction between lobbying activity that is related to a subordinate organization's exempt purposes and lobbying that is not. There is no fixed percentage that constitutes a safe harbor for "insubstantial" lobbying. Please refer to your local tax advisor any questions you may have about permissible lobbying activities. For more information, refer to *Political Activity and Lobby Guidelines for Catholic Organizations*, available at www.usccb.org/about/general-counsel/ under "Tax and Group Ruling."

11. **Political Activities**. ***Subordinate organizations under the Group Ruling may not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Violation of the prohibition against political campaign intervention can jeopardize the organization's tax-exempt status.*** In addition to revoking tax-exempt status, IRS may also impose excise taxes on an exempt organization and its managers on account of political expenditures. Where there has been a flagrant violation, the IRS has authority to seek an injunction against the exempt organization and immediate assessment of taxes due. Please refer to your local tax advisor any questions you may have about political campaign intervention. For more information, refer to *Political Activity and Lobby Guidelines for Catholic Organizations*, available at www.usccb.org/about/general-counsel/ under "Tax and Group Ruling."

12. **Group Exemption Number ("GEN")**. The group exemption number or GEN assigned to the USCCB Group Ruling is 0928. ***This number must be included on each Form 990/EZ, Form 990-T, and Form 5578 required to be filed by a subordinate organization under the Group Ruling.***[18] We advise *against* using GEN 0928 on Form SS-4, Request for Employer Identification Number, because in the past this has resulted in the IRS improperly including the USCCB as part of the subordinate organization's name in IRS records.

13. **Employer Identification Numbers ("EINs")**. Each subordinate organization under the Group Ruling must have and use its own EIN. **Do not** use the EIN of the USCCB or an affiliated parish, diocese or other organization in any filings with IRS (*e.g.*, Forms 941, W-2, 1099, or 990/EZ) or other financial documents. In addition, subordinate organizations may *not* use USCCB's EIN in order to qualify for online donations, grants or matching gifts.

[18] The IRS has expressed concern about organizations covered under the Group Ruling that fail to include the group exemption number (0928) on their Form 990/EZ/T filings, particularly the initial filing.

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: May 29, 2015

Person to Contact:
R. Meyer ID# 0110429
Toll Free Telephone Number:
877-829-5500
Employer Identification Number:
53-0196617
Group Exemption Number:
0928

United States Conference of Catholic Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Dear Sir/Madam:

This responds to your May 19, 2015, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2015*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2015* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Most subordinate organizations are not separately listed in Publication 78 or the EO Business Master File. Donors may verify that a subordinate organization is included

in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. *See* IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Tamera Ripperda

Tamera Ripperda
Director, Exempt Organizations

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 12/18/2015

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: St. Ann Center for Intergenerational Care

* b. Employer/Taxpayer Identification Number (EIN/TIN): 39-1757756

* c. Organizational DUNS: 8782095500000

d. Address:

* Street1: 2801 E. Morgan Avenue
Street2:
* City: Milwaukee
County/Parish:
* State: WI: Wisconsin
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 53207-0000

e. Organizational Unit:

Department Name: Neighborhood Development

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Nicholas
Middle Name:
* Last Name: Schultz
Suffix:

Title: VP, Grants and Neighborhood Development

Organizational Affiliation: St. Ann Center for Intergenerational Care

* Telephone Number: (414) 977-5087
Fax Number: (414) 977-5050

* Email: nschultz@stancenter.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

*** 12. Funding Opportunity Number:**

EPA-OSWER-OBLR-15-06

* Title:

FY16 Guidelines for Brownfields Cleanup Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Brownfields Cleanup, St. Ann Center for Intergenerational Care - Bucyrus Campus East Release Site

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant WI-004 * b. Program/Project WI-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2016 * b. End Date: 09/30/2019

18. Estimated Funding ($):

* a. Federal	200,000.00
* b. Applicant	51,892.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	251,892.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Nicholas

Middle Name:

* Last Name: Schultz

Suffix:

* Title: VP, Grants and Neighborhood Development

* Telephone Number: (414) 977-5087 Fax Number: (414) 977-5050

* Email: nschultz@stancenter.org

* Signature of Authorized Representative: Nicholas Schultz * Date Signed: 12/18/2015