

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF STEVENS POINT

1300 Briggs Court, Stevens Point, WI 54481

ADMINISTRATIVE OFFICE:  
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HI-RISE MANOR  
MADISON VIEW  
SCATTERED SITES  
EDGEWATER MANOR

**\*Amended Agenda\***

Tuesday, December 4, 2012, 4:30 PM  
Portage County Annex – Conference Room 3  
1462 Strongs Avenue, Stevens Point, WI 54481

1. Roll call.

Discussion and possible action on the following:

2. Reports of the September 26, 2012 and October 30, 2012 meetings.
3. Approval of payments for September and October 2012.
4. Accounts receivable write-offs.
5. Annual Budget Review and Approval.
6. Public Hearing – 2013 Capital Fund Plan.
7. Resolution – Adopting the 2013 Capital Fund Plan.
8. Resolution – Adopting the 2013 Operating Budgets for Hi-Rise Manor, Madison View, Scattered Sites, and Edgewater Manor.
9. Approval of capital purchases through operating accounts, including:

Automobile	PHA Wide	\$25,000
Hot Water Heater	Madison View	\$12,100
	Scattered	
Ranges	Sites	\$33,418
Ranges	Madison View	\$41,230
Refrigerators	Madison View	\$38,352
Security Cameras	Madison View	\$15,000
Medicine Cabinets	Madison View	\$29,000

10. Resolution – Adopting a No Smoking Policy for Community Development Authority of the City of Stevens Point owned properties.
11. Approving an Employee Handbook for Community Development Authority of the City of Stevens Point employees.

- \* 12. **Authorization to execute Site Assessment Grant Contract between the Wisconsin Economic Development Corporation and Community Development Authority of the City of Stevens Point.**
- 13. Motion to adjourn into closed session pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (the selling of CDA-owned assets).
- 14. Reconvene into open session for possible action relating to the above.
- 15. Adjourn.

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**PLEASE TAKE NOTICE** that any person who has special needs while attending these meetings or needs agenda materials for these meetings should contact the Community Development Authority Office at 1300 Briggs Ct., Stevens Point, WI 54481, (715) 341-3444 Ex. 24 as soon as possible to ensure a reasonable accommodation can be made.

**PLEASE TAKE FURTHER NOTICE** that a quorum of the Common Council may attend this meeting.

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# Memo

**Michael Ostrowski, Director**  
Community Development Authority  
City of Stevens Point  
1515 Strongs Avenue  
Stevens Point, WI 54481  
Ph: (715) 346-1567 • Fax: (715) 346-1498  
mostrowski@stevenspoint.com

**Community Development Authority of the City of Stevens Point**

To: Community Development Authority Board of Directors  
From: Michael Ostrowski  
CC:  
Date: 11/29/2012  
Re: Agenda Item Summaries for December 4, 2012 CDA Board Meeting

1. Roll call.

Discussion and possible action on the following:

2. Reports of the September 26, 2012 and October 30, 2012 meetings.  
The Board needs to approve the minutes from the prior meetings.
3. Approval of payments for September and October 2012.  
The Board needs to review and approve the payments for September and October 2012.
4. Accounts receivable write-offs.  
The Board needs to review and approve the accounts receivable write-offs for the months of July 2012 to current.
5. Annual Budget Review and Approval.  
Please see the attached memo from Public Housing Manager Donna Bella, which addresses items 5 – 9.
6. Public Hearing – 2013 Capital Fund Plan.
7. Resolution – Adopting the 2013 Capital Fund Plan.
8. Resolution – Adopting the 2013 Operating Budgets for Hi-Rise Manor, Madison View, Scattered Sites, and Edgewater Manor.
9. Approval of capital purchases through operating accounts, including:

Automobile	PHA Wide	\$25,000
Hot Water Heater	Madison View	\$12,100
	Scattered	
Ranges	Sites	\$33,418

Ranges	Madison View	\$41,230
Refrigerators	Madison View	\$38,352
Security Cameras	Madison View	\$15,000
Medicine Cabinets	Madison View	\$29,000

10. Resolution – Adopting a No Smoking Policy for Community Development Authority of the City of Stevens Point owned properties.

The Board approved a no smoking policy earlier this year and this is the formal resolution for that policy.

11. Approving an Employee Handbook for Community Development Authority of the City of Stevens Point employees.

With the recent changes in state law governing unions, no CDA employees are now represented by a union. With this being the case, the CDA needs to adopt an employee handbook for employees to follow. The handbook is enclosed.

12. **Authorization to execute Site Assessment Grant Contract between the Wisconsin Economic Development Corporation and Community Development Authority of the City of Stevens Point.**

**The CDA was awarded a Site Assessment Grant by the Wisconsin Economic Development Corporation in the amount of \$34,500 to assist with environmental assessment for the former CenterPoint MarketPlace site 1201 Third Court. The CDA Board needs to authorize the Executive Director to sign the contract.**

13. Motion to adjourn into closed session pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (the selling of CDA-owned assets).
14. Reconvene into open session for possible action relating to the above.
15. Adjourn.

Report of the Community Development Authority of the City of Stevens Point

Wednesday, September 26, 2012 – 4:30 PM  
Lincoln Center – 1519 Water Street, Stevens Point, WI 54481

PRESENT: Chairperson Halverson, Alderperson Beveridge, Commissioner Cooper, Commissioner Hansen, Commissioner Molski, and Commissioner Onstad.

EXCUSED: Commissioner Adamski

NOT PRESENT:

ALSO PRESENT: Executive Director Michael Ostrowski, Public Housing Manager Donna Bella, Maintenance Supervisor John Niedbalski, Matthew Brown, Portage County Commissioner Mr. John Buzza, Portage County Commissioner Sam Levin, ADRC Director Janet Zander, Kris Pethick, Steve and Stephanie Johnson, and several Hi-Rise Manor Residents.

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INDEX:

1. Roll call.

Discussion and possible action on the following:

2. Report of the August 21, 2012 meeting.
3. Approval of payments for July and August 2012.
4. Appeal by Steve and Stephanie Johnson for a rehabilitation loan for 1816 Ellis Street.
5. Meal/Dining site funding and potential alternatives.
6. Consideration of making CDA owned properties smoke free.
7. Authorization to execute the Amended & Restated Reciprocal Easements, Parking and Operating Agreement and Declaration of Restrictions governing the former CenterPoint MarketPlace site.
8. Authorization to transfer a portion of the property located at 1201 Third Court (soon to be 1201 Third Street) from the Community Development Authority of the City of Stevens Point to Mid-State Technical College.
9. Authorization to execute the offer to purchase from Sara Investments Real Estate for the property located at 1101 Centerpoint Drive (Parcel ID 2408-32-2029-61) and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66).
10. Authorization to hire and appropriate funds for outside janitorial/maintenance/prep work services.
11. Authorization to refill a maintenance position.
12. Review of trust fund accounts and Edgewater operating account balances.
13. Adjourn.

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1. Roll call.

**Present: Halverson, Beveridge, Cooper, Hansen, Molski, and Onstad.**

**Not Present: Adamski**

2. Report of the August 21, 2012 meeting.

**Motion by Commissioner Cooper to approve the report as presented; seconded by Commissioner Hansen. Motion carried 6-0.**

3. Approval of payments for July and August 2012.

**Motion by Commissioner Onstad to approve payments for July and August 2012; seconded by Commissioner Hansen. Motion carried 6-0.**

4. Appeal by Steve and Stephanie Johnson for a rehabilitation loan for 1816 Ellis Street.

Chairman Halverson stated that the original loan was rejected by CAP Services. Mr. Steve Johnson stated that the appraisal that was offered showed an amount of \$180,000.00 while the assessor is showing \$150,000.00. Mrs. Stephanie Johnson stated that they currently have a furnace that is in need of replacing and that extending their living space to the third floor would add a great deal of value to the property. Chairman Halverson said that he sympathized with the Johnsons however, based on the appraisal report, the loan to value is at 100% and the money the city received from the state of Wisconsin is a gift. He said he would not recommend approval of this appeal.

Commissioner Beveridge concurred with the statements by Chairman Halverson. While Commissioner Hansen said that he felt some leeway needed to be granted to individuals that have established roots in the community and purchased these large older homes for their primary residence. Commissioner Cooper agreed with Commissioner Hansen. Commissioner Molski said the loan to value was way too high.

**Motion by Chairman Halverson to deny the loan appeal; seconded by Alderperson Beveridge. Motion carried 4-2.**

5. Meal/Dining site funding and potential alternatives.

Ms. Bella explained that Portage County has agreed to fund half of the cost of the meal site at Hi-Rise Manor. She said that coupled with donations of \$1,900 from the community, the cost share went from \$19,100 to \$7,314. Ms. Bella said that this funding is being provided for 2013 and will need to be reviewed again for future years.

Mr. Levin explained that he feels the people of Hi-Rise Manor deserve to have a meal-site. Mr. Buzza said that Portage County is extremely supportive of this program and it has become a #1 priority that the county is committed to. He said he hopes this program will endure in the future. Ms. Zander commented that after further review of the budgets and with an increase in transportation, the Board has approved the cost share.

**Motion by Chairman Halverson to approve the funding of the Hi-Rise meal/dining site in the amount of \$7,314.00 for 2013; seconded by Alderperson Beveridge. Motion carried 6-0.**

6. Consideration of making CDA owned properties smoke free.

Director Ostrowski said the Board had discussed this subject a couple of months ago and it is being brought back to them for consideration. Chairman Halverson said that Mr. Fritz Kastner, a resident at Hi-Rise Manor, presented the Board members with a signed petition from 95% of the residents living at Hi-Rise Manor.

Statements were made by the following Hi-Rise Manor residents:

Ms. Mary Pichelman stated that no one should have the right to make another person sick and that is what cigarettes do with the numerous chemicals they emit.

Ms. Janice Woodka said that she smokes and that if she would have known that the building was not going to allow smoking she would not have moved here. She said that she now has nowhere else to go and depends on her ability to smoke to help calm her with her medical issues.

Ms. Barb Bohm stated that sometimes when she comes home the smoke smell in her apartment is so strong that she has to open windows and spray air freshener.

Mr. Fritz Kastner thanked the Board for allowing him to present his petition.

Commissioner Onstad commented that a resolution must be sought today because this situation is causing a great deal of animosity between the residents. She said that she smokes but only in her apartment and that she keeps a very clean apartment. Commissioner Onstad said that the smokers in the building are willing to do whatever it takes to come to an agreement.

Ms. Bella commented that after attending a conference in La Crosse, she discovered there is no constitutional law allowing smoking, per Wisconsin's Health and Human Services in Madison. Ms. Bella said that in fact, the agency is at more risk by not banning smoking on their properties. She went on to say that HUD has not mandated no-smoking for public housing and that she needed to make it clear that allowing smoking on our properties does not affect the agency's bottom line. Ms. Bella said that whenever a smoker vacates a unit, that resident is charged for cleaning that unit and if they don't pay, the agency has the right to collect it from the Wisconsin Department of Revenue, Tax Intercept Program.

Aldersperson Beveridge said that each side has made some compelling arguments but the fact is that it is the right of the owner to make the property smoke free. He went on to say that no one can get everything that they want and many private landlords have already gone smoke free. Commissioner Beveridge asked that this topic be brought back to the Board in one year so that a further assessment or any progress could be reported.

Mr. Hansen suggested that as new people move into the building don't allow them to smoke. He also suggested making designated smoking areas.

**Motion by Chairman Halverson to approve banning smoking for new leases, not renewals, for CDA-owned properties but allow current residents that smoke to continue to do so and that this topic be brought back to the Board in one year; seconded by Commissioner Molski. Motion carried 6-0.**

7. Authorization to execute the Amended & Restated Reciprocal Easements, Parking and Operating Agreement and Declaration of Restrictions governing the former CenterPoint MarketPlace site.

**This agenda item was postponed for a future meeting.**

8. Authorization to transfer a portion of the property located at 1201 Third Court (soon to be 1201 Third Street) from the Community Development Authority of the City of Stevens Point to Mid-State Technical College

Director Ostrowski said that the attached resolution is to allow the CDA to offer life insurance to their employees through the Wisconsin Employee Trust Funds. It will be up to the Board if they wish to pay any portion of the premium. Currently, the City pays 20% of the premium.

**This agenda item was postponed for a future meeting.**

9. Authorization to execute the offer to purchase from Sara Investments Real Estate for the property located at 1101 Centerpoint Drive (Parcel ID 2408-32-2029-61) and the adjacent property (portions of Parcel IDs 2408-32-2029-65 and 2408-32-2029-66).

**This agenda item was postponed for a future meeting.**

10. Authorization to hire and appropriate funds for outside janitorial/maintenance/prep work services.

Director Ostrowski stated that the agency recently lost a maintenance worker. He would like to look at the option of contracting out certain services, which may allow them to get units prepped faster because of the possible number of units coming available.

**Motion by Chairperson Halverson to approve the hire and appropriate funds for outside janitorial/maintenance/prep work services; seconded by Commissioner Molski. Motion carried 6-0.**

11. Authorization to refill a maintenance position.

Director Ostrowski explained that he would like to get the approval to replace the maintenance worker that recently was lost. He said that they would first analyze how the contracted services worked and then decide if they would replace the maintenance worker if the contracted services were not meeting the needs of the agency. He said he would like approval to do this now, because the hiring process can take some time. Ms. Bella explained that when Director Hamilton was here, he indicated to the Board that perhaps the agency was over-staffed by one maintenance person. When Director Morrissey was here, he indicated the agency was over-staffed by two maintenance people. Ms. Bella said that she didn't think the agency could operate without the two maintenance staff members. She said she would agree with perhaps one less maintenance worker but was fearful about two.

**Motion by Commissioner Molski to approve the refilling of a maintenance position; seconded by Commissioner Beveridge. Motion carried 6-0.**

12. Review of trust fund accounts and Edgewater operating account balances.

Director Ostrowski indicated that Edgewater Manor is approaching running in the red. He said the vacancies that were at Edgewater were costing a great deal of money, coupled with the bond payments. These expenses are exceeding the available funds in the trust funds interest accounts. However, the agency only has one bond payment left. Chairman Halverson commented that it is evident that the CDA needs to expedite selling Edgewater Manor so that it does not continue to use all of the funds available to it.

13. Adjourn.

**Meeting adjourned at 6:14 PM.**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

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Secretary

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Date

Report of the Community Development Authority of the City of Stevens Point

Tuesday, October 30, 2012 – 4:30 PM  
Portage County Annex – Conference Room 3  
1462 Strongs Avenue, Stevens Point, WI 54481

PRESENT: Alderperson Beveridge, Commissioner Adamski, Commissioner Hanson, and Commissioner Onstad.

NOT PRESENT: Chairperson Halverson, Commissioner Cooper & Commissioner Molski

ALSO PRESENT: Economic Development Specialist Kyle Kearns and Pam Kolasinski (CWED)

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INDEX:

1. Roll call.

Discussion and possible action on the following:

2. Report of the October 9, 2012 meeting.
3. Motion to adjourn into closed session (approximately 4:32 PM) pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of negotiating loan terms for Jeffrey J. Thompson.
4. Reconvene into open session (approximately 10 minutes after adjourning into closed session).
5. Request from Jeffrey J. Thompson for a loan in the amount of \$10,000 from the Central Wisconsin Economic Development (CWED) Micro Loan Fund for the property located at **1101 First Street (Parcel ID 2408-32-2005-07)**.
6. Adjourn.

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1. Roll call.

**Present: Beveridge, Adamski, Hanson, and Onstad.**

**Not Present: Halverson, Cooper and Molski.**

2. Report of the October 9, 2012 meeting.

**Motion by Commissioner Hanson to approve the report as presented; seconded by Commissioner Onstad. Motion carried 4-0.**

3. Motion to adjourn into closed session (approximately 4:32 PM) pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of negotiating loan terms for Jeffrey J. Thompson.

**Motion by Alderperson Beveridge to adjourn into closed session; seconded by Commissioner Hanson.**

**Roll call:**

- **Ayes – Beveridge, Adamski, Hanson, and Onstad.**
- **Nays – None.**

**Motion carried 4-0.**

4. Reconvene into open session (approximately 10 minutes after adjourning into closed session).

**Motion by Commissioner Onstad to reconvene into open session; seconded by Alderperson Beveridge.**

**Roll call:**

- **Ayes – Beveridge, Adamski, Hanson, and Onstad.**
- **Nays – None.**

**Motion carried 4-0.**

5. Request from Jeffrey J. Thompson for a loan in the amount of \$10,000 from the Central Wisconsin Economic Development (CWED) Micro Loan Fund for the property located at **1101 First Street (Parcel ID 2408-32-2005-07)**.

**Motion by Commissioner Hanson to deny a CWED Micro Loan to loan to Jeffrey J. Thompson in the amount of \$10,000.00, based on staff recommendation; seconded by Alderperson Beveridge.**

Commissioner Adamski stated that the CWED Micro Loan program is specified to target owners of operating businesses, not owners of the building.

**Roll call:**

- **Ayes – Beveridge, Adamski, Hanson, and Onstad.**
- **Nays – None.**

**Motion carried 4-0.**

3. Adjourn.

**Meeting adjourned at 4:39 PM.**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

DATE: November 29, 2011  
TO: Community Development Authority Board  
FROM: Donna Bella, PHM  
RE: CYE 2013 Budget

Attached for your review are the 2013 annual budgets for the agency.

The following outlines the major differences from the 2013 Projected Budget compared to 2012 Actual Budget:

### **Income**

**Tenant Rental:** There is no significant change here. Last year, I anticipated a 3% vacancy as a conservative measure. However, this year I reduced the vacancy rate to 2% for Hi-Rise Manor because as soon as one person moves out, another moves in! The same applies to Madison View. I reduced that vacancy to 2.5% and Scattered Sites remained at 3%. Edgewater Manor is the exception. I have reduced the rental income by the current 36% vacancy and added another 10% for 2013. In the past three years we've had approximately 10% vacancy each year. We did have some interest in the building though; 7 new residents moved-in in 2012, while 15 residents moved-out.

**HUD Subsidy:** The operating subsidy calculations have been submitted to HUD; however, it may be some time before we know how much Congress will appropriate for 2013. Therefore, I have reduced the amount of subsidy for Hi-Rise Manor, Scattered Sites and Madison View by 10%.

### **Expenses**

**Salaries:** As was the case last year, these budgets do not reflect any expenses for our Executive Director. Mr. Ostrowski's wages are charged to the trust fund accounts which are not a part of public housing and therefore do not affect these budgets.

With regard to the wages, I projected a 3% increase for all employees. This is what we traditionally received in the past. We had been following what the city had done with their wages for non-represented employees. However, now that we do not have a union contract any longer *and* we are going to have our own personnel policy, we are able to increase wages to a level that we can afford. We have cut back on staff and several of our staff members have had increased responsibilities.

**Other Items to note:** In 2012, HUD cut our Capital Improvement budget by 34% (\$481,385. to \$316,349.). Obviously many work items had to be shifted to future years. In addition HUD would not allow Housing Authorities to use their operating/reserve monies for capital improvements. They have since lifted that restriction. Therefore, I have attached is a list of

capital improvement items that I am recommending we use some of our operating funds to purchase before HUD changes the rule back. We have ample cash available to make these purchases plus it will make a significant difference on our capital fund budget.

Please let me know if you have any questions prior to the meeting.

Happy Holidays!

## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b>		
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>		
PHA Name: Stevens Point Housing Authority	Grant Type and Number Capital Fund Program Grant No: WI39P03750113 Replacement Housing Factor Grant No:	Federal FY of Grant: 12/31/2013

Original Annual Statement     
  Reserve for Disasters/Emergencies     
  Revised Annual Statement revision no:  
 Performance and Evaluation Report for Period Ending:     
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	20,000	0		
3	1408 Management Improvements	20,000	0		
4	1410 Administration	30,000	0		
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10,000	0		
8	1440 Land Acquisition				
9	1450 Site Improvement		0		
10	1460 Dwelling Structures	36,000	0		
11	1465.1 Dwelling Equipment	0	0		
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	77,690	0		
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	122,659	0		
20	1502 Contingency				

316,349

0



**Annual Statement/Performance and Evaluation Report  
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)  
 Part III: Supporting Pages**

PHA Name: Stevens Point Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: WI39P037502-13 Replacement Housing Factor Grant No:				<b>Federal FY of Grant:</b> 12/31/2013		
Development Number Name/HA-Wide Activities		All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
HA Wide 37-2,3,8	A&E	12/31/2015			12/31/2015			
HA Wide 37-2,3,8	Administration	12/31/2015			12/31/2015			
SS & MV 37-2,3,8	Computer Replacement	12/31/2015			12/31/2015			
SS & MV 37-2,3,8	Floor & Cupboard Replace	12/31/2015			12/31/2015			
HA Wide 37-2,3,8	Maintenance Tool/Equipment Replace	12/31/2015			12/31/2015			
HA Wide 37-2,3,8	Management Improvements	12/31/2015			12/31/2015			
HA Wide 37-2,3,8	Operations	12/31/2015			12/31/2015			
HA Wide 37-2,3,8	ADA Improvements	12/31/2015			12/31/2015			
MV 37-8	Tractor Replace	12/31/2015			12/31/2015			
MV 37-8	Siding Replace	12/31/2015			12/31/2015			
SS 37-2,3	Roof Replace	12/31/2015			12/31/2015			
HR 37-1	Debt Service	12/31/2015			12/31/2015			

# Five-Year Action Plan

OMB Approval No. 22577-0157 (exp. 7/31/98)

## Part I: Summary

### Comprehensive Grant Program (CGP)

HA Name: Stevens Point Housing Authority		Locality: (City/County & State) #N/A			
A. Development Number/Name	Work Stmt. for Year 1 FFY: <u>12/31/201</u>	Work Statement for Year 2 FFY: <u>12/31/2014</u>	Work Statement for Year 3 FFY: <u>12/31/2015</u>	Work Statement for Year 4 FFY: <u>12/31/2016</u>	Work Statement for Year 5 FFY: <u>12/31/2017</u>
WI 37-8 Madison View	<b>See Annual Statement</b>	20,000	33,500	30,000	139,334
WI 37-2, 3 Scattered Sites		6,000	36,249	133,949	24,615
WI 37-2, 3 & 8 Scattered & Madison View		155,949	79,200	10,000	10,000
WI 37-1 Hi-Rise Manor		0	0	0	0
PHA Wide		12,000	45,000	20,000	20,000
Collateralization/Debt Service		122,659	122,659	122,659	122,659
B. Physical Improvements Subtotal			316,608	316,608	316,608
C. Management Improvements		15,000	15,000	15,000	15,000
D. HA-Wide Nondwelling Structures and Equipment					
E. Administration		38,500	38,500	38,500	38,500
F. Other					
G. Operations		15,000	15,000	15,000	15,000
H. Demolition					
I. Replacement					
J. Mod Used for Replacement					
K. Total CGP Funds		385,108	385,108	385,108	385,108
L. Total Non-CGP Funds					
M. Grand Total		385,108	385,108	385,108	385,108
Signature of Executive Director & Date:			Signature of Public Housing Director/Office of Native American Programs Administrator & Date:		

**Five-Year Action Plan**  
**Part II: Supporting Pages**  
**Physical Needs Work Statement(s)**  
**Comprehensive Grant Program (CGP)**

Work Statement for Year 1 FFY: <u>12/31/2013</u>	Work Statement for Year <u>2</u> FFY: <u>12/31/2014</u>			Work Statement for Year <u>3</u> FFY: <u>12/31/2015</u>			
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	
<b>See Annual Statement</b>	WI 37-8 Madison View Concrete Replace/Repair	100	2,500	WI 37-8 Madison View Stairs Replace	100	25,000	
	Window Well Replace	100	1,000	Outdoor Water Spicket Replace	100	5,000	
	Insulating Sill Plates	100	5,000	Siding Replace	100	25,000	
	WI 37-2 & 3 Scattered Sites Interior Door Replace	100	75,190	WI 37-2 & 3 Scattered Sites Interior Door Replace	100	28,690	
	WI 37-2,3,8 Scattered Sites and Madison View Floor and Cupboard Replace	100	5,000	WI 37-2,3,8 Scattered Sites and Madison View Floor and Cupboard Replace	100	10,000	
	PHA Wide ADA Requirements	100	5,000	PHA Wide ADA Requirements	100	5,000	
	Sealcoating	100	10,000	Sealcoating/Paving	100	5,000	
	Maintenance Tool/Equipment Replace	100	5,000	Maintenance Tool/Equipment Replace	100	5,000	
	IT Replace	100	5,000	IT Replace	100	5,000	
	Collateralization or Debt Service	100	122,659	Collateralization or Debt Service	100	122,659	
	<b>Subtotal of Estimated Cost</b>			236,349	<b>Subtotal of Estimated Cost</b>		

**Five-Year Action Plan**  
**Part II: Supporting Pages**  
**Physical Needs Work Statement(s)**  
**Comprehensive Grant Program (CGP)**

Work Statement for Year 1 12/31/2013	Work Statement for Year <u>4</u> FFY: <u>12/31/2016</u>			Work Statement for Year <u>5</u> FFY: <u>12/31/2017</u>			
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	
See Annual Statement	WI 37-8 Madison View Stairs Replacement	100	25,000	WI 37-8 Madison View Basement Window Replace	100	35,000	
	Outdoor Water Spicket Replace	100	5,000	Bathroom Upgrades	100	20,000	
	Siding Replace	100	53,690	WI 37-2 & 3 Scattered Sites Electrical Panel Upgrades	100	17,690	
	WI 37-2 & 3 Scattered Sites			Mailboxes	100	6,000	
	WI 37-2,3,8 Scattered Sites and Madison View Floor and Cupboard Replace	100	10,000	WI 37-2,3,8 Scattered Sites and Madison View Floor and Cupboard Replace	100	10,000	
	PHA Wide			Maintenance Vehicle Replace	100	25,000	
	ADA Requirements	100	5,000	Collateralization or Debt Service	100	122,659	
	Sealcoating	100	5,000				
	Maintenance Tool/Equipment Replace	100	5,000				
	IT Replace	100	5,000				
	Collateralization or Debt Service	100	122,659				
				236,349			236,349

**Five-Year Action Plan**  
**Part III: Supporting Pages**  
**Management Needs Work Statement(s)**  
**Comprehensive Grant Program (CGP)**

Work Statement for Year 1 FFY: <u>12/31/2013</u>	Work Statement for Year <u>2</u> FFY: <u>12/31/2014</u>			Work Statement for Year <u>3</u> FFY: <u>12/31/2015</u>		
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	Apartment Advertisement	100	13,000	Apartment Advertisement	100	13,000
	Maintenance Uniforms	100	2,000	Maintenance Uniforms	100	2,000
	<b>Subtotal of Estimated Cost</b>		15,000	<b>Subtotal of Estimated Cost</b>		15,000

**Five-Year Action Plan**  
**Part III: Supporting Pages**  
**Management Needs Work Statement(s)**  
**Comprehensive Grant Program (CGP)**

Work Statement for Year 1 FFY: <u>12/31/2013</u>	Work Statement for Year <u>4</u> FFY: <u>12/31/2016</u>			Work Statement for Year <u>5</u> FFY: <u>12/31/2017</u>			
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	
See Annual Statement	Apartment Advertisement	100	13,000	Apartment Advertisement	100	13,000	
	Maintenance Uniforms	100	2,000	Maintenance Uniforms	100	2,000	
<b>Subtotal of Estimated Cost</b>			15,000	<b>Subtotal of Estimated Cost</b>			15,000

**PHA Board Resolution**  
Approving Operating Budget

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing -  
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026  
(exp.12/31/2012)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Community Development Authority of the City of Stevens Point      PHA Code: WI037

PHA Fiscal Year Beginning: 01/01/2013      Board Resolution Number: 12-04

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on: 12/04/2012
- Operating Budget submitted to HUD, if applicable, on:
- Operating Budget revision approved by Board resolution on:
- Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Andrew J. Halverson	Signature:	Date:
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**Community Development Authority - Central Office Cost Center (COCC)  
2013 Annual Budget**

		<b>2011 Approved Budget</b>	<b>2011 Projected Budget through 12/31/11</b>	<b>2012 Proposed Budget</b>	<b>2011 Projected- 2012 Budgeted Variance</b>
<b>Operating Receipts</b>					
3100	Gross Potential Rents	0.00	0.00	0.00	0.00
3105	Vacancy Loss (3%)	0.00	0.00	0.00	0.00
<b>3110</b>	<b>Net Rental Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
3120	Excess Utilities	0.00	0.00	0.00	0.00
3190	Nondwelling Rental	0.00	0.00	0.00	0.00
	<b>Total Rental Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	Property Management Fee Income (Tax Credits)	25,300.00	25,784.00	26,300.00	-516.00
	Property Management Fee Income (Edgewater Manor)	70,000.00	33,801.00	40,700.00	-6,899.00
	Capital Grant Management Fee Income	0.00	0.00	0.00	0.00
3610	Interest on General Fund Investments	0.00	0.00	0.00	0.00
3690	Other Income	7,000.00	4,154.00	4,200.00	-46.00
3690.010	Other Income - Cable Revenue	0.00	0.00	0.00	0.00
3690.020	Other Income - Vending Machine Revenue	0.00	0.00	0.00	0.00
3690.030	Other Income - Laundry Machine Revenue	0.00	0.00	0.00	0.00
3690.040	Other Income - Resident Charges	0.00	0.00	0.00	0.00
3690.050	Other Income - HR Antenna Revenue	0.00	0.00	0.00	0.00
3990.020	Other Income - Debt Service Revenue (CFFP Loan)	122,659.00	122,659.00	122,659.00	0.00
3691.010	Capital Funds - Admin (COCC)	38,500.00	24,500.00	30,000.00	-5,500.00
	<b>Total Operating Income</b>	<b>263,459.00</b>	<b>210,898.00</b>	<b>223,859.00</b>	<b>-12,961.00</b>
<b>Operating Expenditures - Administration</b>					
4110.010	Administrative Salaries (Front-Line)	111,700.00	106,488.00	117,400.00	-10,912.00
4120	Contract Maintenance-Admin	15,750.00	18,096.00	18,100.00	-4.00
4130	Legal Expense	250.00	80.00	100.00	-20.00
4140	Staff Training	250.00	1,599.00	1,600.00	-1.00
4150	Travel	700.00	192.00	200.00	-8.00
4160	Office Expense (phone, publications, tax credit fees, misc)	0.00	5,976.00	6,000.00	-24.00
4170	Accounting Fees	0.00	0.00	0.00	0.00
4171	Auditing Fees	4,000.00	1,935.00	2,000.00	-65.00
4172	Collection Agency/Court Costs	0.00	0.00	0.00	0.00
4181	Comp Absences	8,600.00	9,938.00	9,900.00	38.00
4182.1	Employee Benefit Contributions - Front-Line	33,600.00	31,045.00	36,100.00	-5,055.00

## Community Development Authority - Central Office Cost Center (COCC)

### 2013 Annual Budget

4190	Sundry-Other	1,500.00	95.00	100.00	-5.00
4190.1	Sundry-Office Supplies	3,000.00	0.00	0.00	0.00
4190.2	Sundry-Postage	0.00	0.00	0.00	0.00
4190.3	Sundry-Membership Dues	1,000.00	1,580.00	1,600.00	-20.00
4190.4	Sundry-CBR	0.00	0.00	0.00	0.00
<b>Total Administrative Expenses</b>		<b>180,350.00</b>	<b>177,024.00</b>	<b>193,100.00</b>	<b>-16,076.00</b>
<b>Resident Services Expenditures</b>					
4210	Salaries	0.00	0.00	0.00	0.00
4220	Recreation, Publications & Other Services	0.00	0.00	0.00	0.00
4221	Comp Absences	0.00	0.00	0.00	0.00
4222	Employee Benefit Contribution	0.00	0.00	0.00	0.00
4230	Contract Costs- Resident Services	0.00	0.00	0.00	0.00
4230.01	Contract Costs - Cable	0.00	0.00	0.00	0.00
4230.02	Contract Costs - Vending Machines	0.00	0.00	0.00	0.00
<b>Total Resident Services</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Utilities Expenditures</b>					
4310	Water	0.00	0.00	0.00	0.00
4311	Sewer	0.00	0.00	0.00	0.00
4320	Electricity	0.00	0.00	0.00	0.00
4330	Gas	0.00	0.00	0.00	0.00
4390	Other Utilities Expense	0.00	0.00	0.00	0.00
<b>Total Utilities Expense</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Maintenance Expenditures</b>					
4410	Labor	51,000.00	50,237.00	54,500.00	-4,263.00
4420	Materials	2,000.00	828.00	2,000.00	-1,172.00
4430	Contract Costs-Other	500.00	13.00	500.00	-487.00
4430.1	Contract Costs-Heat & Cooling	0.00	0.00	0.00	0.00
4430.2	Contract Costs-Snow Removal	0.00	0.00	0.00	0.00
4430.3	Contract Costs-Elevator Maintenance	0.00	0.00	0.00	0.00
4430.4	Contract Costs-Grounds	0.00	0.00	0.00	0.00
4430.5	Contract Costs-Unit Turnaround/Cleaning	0.00	0.00	0.00	0.00
4430.6	Contract Costs-Electrical (Door Openers)	0.00	0.00	0.00	0.00
4430.7	Contract Costs-Plumbing	0.00	0.00	0.00	0.00
4430.8	Contract Costs-Extermination	0.00	0.00	0.00	0.00
4430.9	Contract Costs-Janitorial	0.00	0.00	0.00	0.00
4431	Contract Costs-Garbage & Trash Removal	0.00	0.00	0.00	0.00
	CF Maintenance Costs	0.00	0.00	0.00	0.00

## Community Development Authority - Central Office Cost Center (COCC)

### 2013 Annual Budget

	Compensated Absences	5,900.00	5,571.00	6,300.00	-729.00
4433	Employee Benenfits Contributions - Maint	30,100.00	27,821.00	31,800.00	-3,979.00
<b>Total Maintenance Expense</b>		<b>89,500.00</b>	<b>84,470.00</b>	<b>95,100.00</b>	<b>-10,630.00</b>
<b>General Expenditures</b>					
4510	Insurance Expense-Other (Boilers)	0.00	0.00	0.00	0.00
4510.1	Insurance Expense-Work Comp	5,000.00	4,848.00	5,000.00	-152.00
4510.2	Insurance Expense-Property	0.00	0.00	0.00	0.00
4510.3	Insurance Expense-Directors & Officers	0.00	3,086.00	3,100.00	-14.00
4510.4	Insurance Expense-Automobiles	900.00	897.00	900.00	-3.00
4510.5	Insurance Expense-Dishonesty Bond	200.00	37.00	100.00	-63.00
4520	Payments in Lieu of Taxes	0.00	0.00	0.00	0.00
4580	Interest Expense on CFFP Loan	33,300.00	27,280.00	27,300.00	-20.00
4590	Other General Expense	0.00	0.00	0.00	0.00
<b>Total General Expenses</b>		<b>39,400.00</b>	<b>36,148.00</b>	<b>36,400.00</b>	<b>-252.00</b>
<b>Total Operating Expenses</b>		<b>309,250.00</b>	<b>297,642.00</b>	<b>324,600.00</b>	<b>-26,958.00</b>
<b>Nonoperating Expenditures</b>					
4610	Extraordinary Maintenance	0.00	0.00	0.00	0.00
	Casualty Losses	0.00	0.00	0.00	0.00
	CFFP Loan Principal Expense	89,307.00	89,307.00	89,307.00	0.00
	Subsidy Transfer to Tax Credits	0.00	0.00	0.00	0.00
<b>Total Nonoperating Expense</b>		<b>89,307.00</b>	<b>89,307.00</b>	<b>89,307.00</b>	<b>0.00</b>
<b>Net Profit (Loss)</b>		<b>-135,098.00</b>	<b>-176,051.00</b>	<b>-190,048.00</b>	<b>13,997.00</b>
	Allocated Overhead from Projects	-135,098.00	-176,051.00	-192,048.00	15,997.00
	<b>Subtotal</b>	<b>-135,098.00</b>	<b>-176,051.00</b>	<b>-192,048.00</b>	<b>15,997.00</b>
<b>Net Profit (Loss)</b>		<b>0.00</b>	<b>0.00</b>	<b>2,000.00</b>	<b>-2,000.00</b>

**Community Development Authority - Hi-Rise Manor  
2013 Annual Budget**

		<b>2012 Approved Budget</b>	<b>2012 Projected Budget through 12/31/12</b>	<b>2013 Proposed Budget</b>	<b>2012 Projected- 2013 Budgeted Variance</b>
<b>Operating Receipts</b>					
3100	Gross Potential Rents	221,000.00	234,395.00	237,900.00	-3,505.00
3105	Vacancy Loss (2%)	3,600.00	2,736.00	4,700.00	-1,964.00
<b>3110</b>	<b>Net Rental Revenue</b>	<b>217,400.00</b>	<b>231,659.00</b>	<b>233,200.00</b>	<b>-1,541.00</b>
3120	Excess Utilities	1,600.00	1,682.00	1,900.00	-218.00
	<b>Total Rental Income</b>	<b>219,000.00</b>	<b>233,341.00</b>	<b>235,100.00</b>	<b>-1,759.00</b>
3610	Interest on General Fund Investments	200.00	290.00	200.00	90.00
3690	Other Income (Includes DOR)	250.00	562.00	500.00	62.00
3690.010	Other Income - Cable Revenue	26,200.00	25,772.00	26,200.00	-428.00
3690.020	Other Income - Vending Machine Revenue	2,300.00	1,937.00	2,200.00	-263.00
3690.030	Other Income - Laundry Machine Revenue	6,800.00	7,168.00	7,500.00	-332.00
3690.040	Other Income - Resident Charges	2,700.00	1,575.00	2,000.00	-425.00
3690.050	Other Income - HR Antenna Revenue	16,300.00	0.00	0.00	0.00
3691	Operating Subsidy	105,700.00	109,284.00	107,800.00	1,484.00
3691.010	Capital Funds - Operations	0.00	0.00	0.00	0.00
	<b>Total Operating Income</b>	<b>379,450.00</b>	<b>379,929.00</b>	<b>381,500.00</b>	<b>-1,571.00</b>
<b>Operating Expenditures - Administration</b>					
4110.010	Administrative Salaries (Front-Line)	15,750.00	14,478.00	16,500.00	-2,022.00
4120	Contract Maintenance-Admin	100.00	0.00	100.00	-100.00
4130	Legal Expense	100.00	819.00	800.00	19.00
4140	Staff Training	700.00	642.00	700.00	-58.00
4150	Travel	200.00	522.00	500.00	22.00
4160	Office Expense (phone, publications, tax credit fees, misc)	8,800.00	8,043.00	8,000.00	43.00
4170	Accounting Fees	1,200.00	0.00	0.00	0.00
4171	Auditing Fees	10,000.00	10,000.00	10,000.00	0.00
4172	Collection Agency/Court Costs	0.00	0.00	0.00	0.00
4181	Comp Absences	5,200.00	5,181.00	5,600.00	-419.00
4182.1	Employee Benefit Contributions - Front-Line	9,200.00	3,597.00	6,300.00	-2,703.00
4190	Sundry-Other	200.00	49.00	100.00	-51.00
4190.2	Sundry-Postage	800.00	892.00	900.00	-8.00
4190.3	Sundry-Membership Dues	0.00	122.00	200.00	-78.00
4190.4	Sundry-CBR	150.00	175.00	200.00	-25.00
	<b>Total Administrative Expenses</b>	<b>52,400.00</b>	<b>44,520.00</b>	<b>49,900.00</b>	<b>-5,380.00</b>
<b>Resident Services Expenditures</b>					

## Community Development Authority - Hi-Rise Manor 2013 Annual Budget

4210	Salaries	8,500.00	10,654.00	13,300.00	-2,646.00
4220	Recreation, Publications & Other Services	1,100.00	958.00	1,000.00	-42.00
4221	Comp Absences	900.00	900.00	1,450.00	-550.00
4222	Employee Benefit Contribution	6,300.00	7,504.00	9,850.00	-2,346.00
4230	Contract Costs- Resident Services	0.00	0.00	0.00	0.00
4230.01	Contract Costs - Cable	26,500.00	27,063.00	28,000.00	-937.00
4230.02	Contract Costs - Vending Machines	1,600.00	2,136.00	2,200.00	-64.00
<b>Total Resident Services</b>		<b>44,900.00</b>	<b>49,215.00</b>	<b>55,800.00</b>	<b>-6,585.00</b>
<b>Utilities Expenditures</b>					
4310	Water	2,500.00	2,327.00	2,400.00	-73.00
4311	Sewer (includes storm water fee)	6,800.00	6,448.00	7,100.00	-652.00
4320	Electricity	37,000.00	39,460.00	40,000.00	-540.00
4330	Gas	31,500.00	26,824.00	27,000.00	-176.00
4390	Other Utilities Expense	0.00	0.00	0.00	0.00
<b>Total Utilities Expense</b>		<b>77,800.00</b>	<b>75,059.00</b>	<b>76,500.00</b>	<b>-1,441.00</b>
<b>Maintenance Expenditures</b>					
4410	Labor (1/2 time Maint Person assigned)	18,000.00	21,371.00	18,700.00	2,671.00
4420	Materials	8,800.00	8,428.00	8,500.00	-72.00
4430	Contract Costs-Other	4,300.00	3,960.00	4,500.00	-540.00
4430.1	Contract Costs-Heat & Cooling	1,800.00	528.00	550.00	-22.00
4430.2	Contract Costs-Security	0.00	0.00	0.00	0.00
4430.3	Contract Costs-Elevator Maintenance	10,800.00	8,893.00	8,900.00	-7.00
4430.4	Contract Costs-Grounds	1,800.00	0.00	0.00	0.00
4430.5	Contract Costs-Unit Turnaround/Cleaning	500.00	0.00	0.00	0.00
4430.6	Contract Costs-Electrical (Door Openers)	1,800.00	817.00	850.00	-33.00
4430.7	Contract Costs-Plumbing	0.00	0.00	0.00	0.00
4430.8	Contract Costs-Extermination	0.00	0.00	0.00	0.00
4430.9	Contract Costs-Janitorial	600.00	0.00	0.00	0.00
4431	Contract Costs-Garbage & Trash Removal	1,600.00	3,596.00	3,600.00	-4.00
	Compensated Absences	1,900.00	1,899.00	2,000.00	-101.00
4433	Employee Benenfits Contributions - Maint	14,000.00	15,421.00	14,700.00	721.00
<b>Total Maintenance Expense</b>		<b>65,900.00</b>	<b>64,913.00</b>	<b>62,300.00</b>	<b>2,613.00</b>

### General Expenditures

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**Community Development Authority - Hi-Rise Manor  
2013 Annual Budget**

4510	Insurance Expense-Other (Boilers)	1,000.00	557.00	600.00	-43.00
4510.1	Insurance Expense-Work Comp	1,800.00	1,719.00	1,800.00	-81.00
4510.2	Insurance Expense-Property	3,329.00	3,445.00	3,500.00	-55.00
4510.3	Insurance Expense-Gen Liability	6,500.00	6,500.00	6,500.00	0.00
4510.4	Insurance Expense-Automobiles	650.00	635.00	650.00	-15.00
4510.5	Insurance Expense-Dishonesty Bond	100.00	16.00	100.00	-84.00
4520	Payments in Lieu of Taxes	14,300.00	15,828.00	15,900.00	-72.00
4570	Collection Losses	250.00	0.00	100.00	-100.00
4590	Other General Expense-Mgmt; Admin; Investor Serv Fees	0.00	25,784.00	26,300.00	-516.00
<b>Total General Expenses</b>		<b>27,929.00</b>	<b>54,484.00</b>	<b>55,450.00</b>	<b>-966.00</b>
<b>Total Operating Expenses</b>		<b>268,929.00</b>	<b>288,191.00</b>	<b>299,950.00</b>	<b>-11,759.00</b>
<b>Nonoperating Expenditures</b>					
4610	Extraordinary Maintenance	1,000.00	1,000.00	1,000.00	0.00
	Casualty Losses	0.00	0.00	0.00	0.00
<b>Total Nonoperating Expense</b>		<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>
<b>Net Profit (Loss)</b>		<b>109,521.00</b>	<b>90,738.00</b>	<b>80,550.00</b>	<b>10,188.00</b>
	Allocated Overhead	39,300.00	38,827.00	42,400.00	-3,573.00
	<b>Subtotal</b>	<b>39,300.00</b>	<b>38,827.00</b>	<b>42,400.00</b>	<b>-3,573.00</b>
<b>Net Profit (Loss)</b>		<b>70,221.00</b>	<b>51,911.00</b>	<b>38,150.00</b>	<b>13,761.00</b>

**Community Development Authority - Madison View  
2013 Annual Budget**

		<b>2012 Approved Budget</b>	<b>2012 Projected Budget through 12/31/12</b>	<b>2013 Proposed Budget</b>	<b>2012 Projected- 2013 Budgeted Variance</b>
<b>Operating Receipts</b>					
3100	Gross Potential Rents	317,500.00	283,655.00	290,800.00	-7,145.00
3105	Vacancy Loss (2.5% for Public Hsg)	9,500.00	8,884.00	7,300.00	1,584.00
<b>3110</b>	<b>Net Rental Revenue</b>	<b>308,000.00</b>	<b>274,771.00</b>	<b>283,500.00</b>	<b>-8,729.00</b>
3120	Excess Utilities	7,800.00	8,023.00	7,400.00	623.00
	<b>Total Rental Income</b>	<b>315,800.00</b>	<b>282,794.00</b>	<b>290,900.00</b>	<b>-8,106.00</b>
3610	Interest on General Fund Investments	150.00	87.00	150.00	-63.00
3690	Other Income (Includes DOR)	1,000.00	2,960.00	8,600.00	-5,640.00
3690.030	Other Income - Laundry Machine Revenue	1,800.00	2,463.00	2,300.00	163.00
3690.040	Other Income - Resident Charges	10,000.00	19,972.00	10,000.00	9,972.00
3691	Operating Subsidy	210,900.00	193,040.00	187,928.00	5,112.00
3691.010	Capital Funds - Operations	7,500.00	13,500.00	11,000.00	2,500.00
	<b>Total Operating Income</b>	<b>547,150.00</b>	<b>514,816.00</b>	<b>510,878.00</b>	<b>3,938.00</b>
<b>Operating Expenditures - Administration</b>					
4110.010	Administrative Salaries (Front-Line)	21,200.00	19,471.00	22,200.00	-2,729.00
4120	Contract Maintenance-Admin	250.00	0.00	100.00	-100.00
4130	Legal Expense	250.00	4,402.00	2,500.00	1,902.00
4140	Staff Training	1,000.00	866.00	1,000.00	-134.00
4150	Travel	250.00	704.00	800.00	-96.00
4160	Office Expense (phone, publications, tax credit fees, misc)	3,500.00	2,989.00	3,500.00	-511.00
4170	Accounting Fees	150.00	0.00	150.00	-150.00
4171	Auditing Fees	4,300.00	7,224.00	5,000.00	2,224.00
4172	Collection Agency/Court Costs	1,000.00	431.00	500.00	-69.00
4181	Comp Absences	7,000.00	6,967.00	7,500.00	-533.00
4182.1	Employee Benefit Contributions - Front-Line	12,400.00	4,838.00	8,400.00	-3,562.00
4190	Sundry-Other	2,500.00	2,294.00	2,500.00	-206.00
4190.1	Sundry-Office Supplies	100.00	0.00	100.00	-100.00
4190.2	Sundry-Postage	1,200.00	1,216.00	1,200.00	16.00
4190.3	Sundry-Membership Dues	250.00	163.00	200.00	-37.00
4190.4	Sundry-CBR	450.00	602.00	600.00	2.00
	<b>Total Administrative Expenses</b>	<b>55,800.00</b>	<b>52,167.00</b>	<b>56,250.00</b>	<b>-4,083.00</b>

## Community Development Authority - Madison View 2013 Annual Budget

### Resident Services Expenditures

4210	Salaries	
4220	Recreation, Publications & Other Services*	
4221	Comp Absences	
4222	Employee Benefit Contribution	
4230	Contract Costs- Resident Services	

### Total Resident Services

### Utilities Expenditures

4310	Water	
4311	Sewer (includes storm water fee)	
4320	Electricity	
4330	Gas	
4390	Other Utilities Expense	

### Total Utilities Expense

### Maintenance Expenditures

4410	Labor	
4420	Materials	
4430	Contract Costs-Other	
4430.1	Contract Costs-Heat & Cooling	
4430.2	Contract Costs-Snow Removal	
4430.3	Contract Costs-Elevator Maintenance	
4430.4	Contract Costs-Grounds	
4430.5	Contract Costs-Unit Turnaround	
4430.6	Contract Costs-Electrical	
4430.7	Contract Costs-Plumbing	
4430.8	Contract Costs-Extermination	
4430.9	Contract Costs-Janitorial	
4431	Contract Costs-Garbage & Trash Removal	
	Compensated Absences	
4433	Employee Benenfits Contributions - Maint	

### Total Maintenance Expense

	11,600.00	11,921.00	13,700.00	-1,779.00
	300.00	15,251.00	15,300.00	-49.00
	1,250.00	1,227.00	1,500.00	-273.00
	8,500.00	8,352.00	10,150.00	-1,798.00
	0.00	0.00	0.00	0.00
	<b>21,650.00</b>	<b>36,751.00</b>	<b>40,650.00</b>	<b>-3,899.00</b>
	12,000.00	9,443.00	10,000.00	-557.00
	42,000.00	32,884.00	35,300.00	-2,416.00
	60,300.00	59,049.00	60,000.00	-951.00
	53,000.00	52,067.00	53,000.00	-933.00
	0.00	0.00	0.00	0.00
	<b>167,300.00</b>	<b>153,443.00</b>	<b>158,300.00</b>	<b>-4,857.00</b>
	35,500.00	53,408.00	36,700.00	16,708.00
	11,000.00	10,398.00	11,000.00	-602.00
	2,800.00	2,953.00	3,000.00	-47.00
	800.00	1,338.00	1,400.00	-62.00
	2,500.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	500.00	6,801.00	7,000.00	-199.00
	0.00	0.00	0.00	0.00
	1,000.00	4,918.00	5,000.00	-82.00
	500.00	0.00	0.00	0.00
	1,000.00	1,300.00	1,400.00	-100.00
	13,000.00	13,040.00	13,100.00	-60.00
	2,400.00	2,337.00	2,500.00	-163.00
	28,000.00	42,056.00	14,900.00	27,156.00
	<b>99,000.00</b>	<b>138,549.00</b>	<b>96,000.00</b>	<b>42,549.00</b>

### General Expenditures

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## Community Development Authority - Madison View 2013 Annual Budget

4510	Insurance Expense-Other (Boilers)	1,400.00	1,797.00	1,400.00	397.00
4510.1	Insurance Expense-Work Comp	4,100.00	3,994.00	2,000.00	1,994.00
4510.2	Insurance Expense-Property	3,216.00	3,334.00	4,300.00	-966.00
4510.3	Insurance Expense-Gen Liability	5,800.00	5,563.00	5,600.00	-37.00
4510.4	Insurance Expense-Automobiles	800.00	785.00	800.00	-15.00
4510.5	Insurance Expense-Dishonesty Bond	200.00	29.00	200.00	-171.00
4520	Payments in Lieu of Taxes	13,700.00	12,935.00	13,700.00	-765.00
4570	Collection Losses	8,800.00	12,297.00	12,300.00	-3.00
4590	Other General Expense	0.00	0.00	0.00	0.00
<b>Total General Expenses</b>		<b>38,016.00</b>	<b>40,734.00</b>	<b>40,300.00</b>	<b>434.00</b>
<b>Total Operating Expenses</b>		<b>381,766.00</b>	<b>421,644.00</b>	<b>391,500.00</b>	<b>30,144.00</b>
<b>Nonoperating Expenditures</b>					
4610	Extraordinary Contracts**	1,000.00	6,167.00	1,000.00	5,167.00
	Casualty Losses	0.00	0.00	0.00	0.00
<b>Total Nonoperating Expense</b>		<b>1,000.00</b>	<b>6,167.00</b>	<b>1,000.00</b>	<b>5,167.00</b>
<b>Net Profit (Loss)</b>		<b>164,384.00</b>	<b>87,005.00</b>	<b>118,378.00</b>	<b>-31,373.00</b>
	Allocated Overhead	52,700.00	52,124.00	56,900.00	-4,776.00
	<b>Subtotal</b>	<b>52,700.00</b>	<b>52,124.00</b>	<b>56,900.00</b>	<b>-4,776.00</b>
<b>Net Profit (Loss)</b>		<b>111,684.00</b>	<b>34,881.00</b>	<b>61,478.00</b>	<b>-26,597.00</b>

\*Resident Services Recreation, Publications & Other Services includes the expense of \$7,250 for the Boys & Girls Club at Madison View only.

\*\* Pariial cost for market study.

**Community Development Authority - Scattered Sites  
2013 Annual Budget**

		<b>2012 Approved Budget</b>	<b>2012 Projected Budget through 12/31/12</b>	<b>2013 Proposed Budget</b>	<b>2012 Projected- 2013 Budgeted Variance</b>
<b>Operating Receipts</b>					
3100	Gross Potential Rents	264,100.00	214,166.00	215,800.00	-1,634.00
3105	Vacancy Loss (3%)	7,900.00	8,383.00	6,500.00	1,883.00
<b>3110</b>	<b>Net Rental Revenue</b>	<b>256,200.00</b>	<b>205,783.00</b>	<b>209,300.00</b>	<b>249.00</b>
3120	Excess Utilities	0.00	0.00	0.00	0.00
	<b>Total Rental Income</b>	<b>256,200.00</b>	<b>205,783.00</b>	<b>209,300.00</b>	<b>249.00</b>
3610	Interest on General Fund Investments	100.00	72.00	100.00	-28.00
3690	Other Income (Includes DOR)	1,500.00	8,135.00	1,500.00	6,635.00
3690.040	Other Income - Resident Charges	10,000.00	16,172.00	10,000.00	6,172.00
3691	Operating Subsidy	182,300.00	128,669.00	182,300.00	-53,631.00
3691.010	Capital Funds - Operations	7,500.00	11,011.00	9,000.00	2,011.00
	<b>Total Operating Income</b>	<b>457,600.00</b>	<b>369,842.00</b>	<b>412,200.00</b>	<b>-38,592.00</b>
<b>Operating Expenditures - Administration</b>					
4110.010	Administrative Salaries (Front-Line)	17,400.00	15,976.00	18,200.00	-2,224.00
4120	Contract Maintenance-Admin	500.00	0.00	100.00	-100.00
4130	Legal Expense	250.00	1,105.00	1,000.00	105.00
4140	Staff Training	500.00	706.00	700.00	6.00
4150	Travel	200.00	573.00	600.00	-27.00
4160	Office Expense (phone, publications, misc)	3,000.00	2,382.00	3,000.00	-618.00
4170	Accounting Fees	250.00	0.00	250.00	-250.00
4171	Auditing Fees	4,000.00	5,676.00	4,000.00	1,676.00
4172	Collection Agency/Court Costs	1,500.00	1,007.00	1,500.00	-493.00
4181	Comp Absences	5,800.00	5,716.00	6,200.00	-484.00
4182.1	Employee Benefit Contributions - Front-Line	10,200.00	3,970.00	6,900.00	-2,930.00
4190	Sundry-Other	1,500.00	1,932.00	2,000.00	-68.00
4190.1	Sundry-Office Supplies	0.00	0.00	0.00	0.00
4190.2	Sundry-Postage	1,000.00	1,044.00	1,000.00	44.00
4190.3	Sundry-Membership Dues	0.00	133.00	100.00	33.00
4190.4	Sundry-CBR	500.00	527.00	500.00	27.00
	<b>Total Administrative Expenses</b>	<b>46,600.00</b>	<b>40,747.00</b>	<b>46,050.00</b>	<b>-5,303.00</b>
<b>Resident Services Expenditures</b>					

## Community Development Authority - Scattered Sites 2013 Annual Budget

4210	Salaries	9,300.00	9,727.00	11,250.00	-1,523.00
4220	Recreation, Publications & Other Services	250.00	200.00	250.00	-50.00
4221	Comp Absences	1,000.00	981.00	1,200.00	-219.00
4222	Employee Benefit Contribution	6,800.00	6,818.00	8,450.00	-1,632.00
4230	Contract Costs- Resident Services	0.00	0.00	0.00	0.00
<b>Total Resident Services</b>		<b>17,350.00</b>	<b>17,726.00</b>	<b>21,150.00</b>	<b>-3,424.00</b>
<b>Utilities Expenditures</b>					
4310	Water	15,000.00	16,262.00	16,300.00	-38.00
4311	Sewer (includes storm water fee)	30,000.00	25,588.00	29,400.00	-3,812.00
4320	Electricity	1,500.00	1,841.00	1,900.00	-59.00
4330	Gas	3,000.00	2,704.00	2,800.00	-96.00
<b>Total Utilities Expense</b>		<b>49,500.00</b>	<b>46,395.00</b>	<b>50,400.00</b>	<b>-4,005.00</b>
<b>Maintenance Expenditures</b>					
4410	Labor	70,800.00	41,909.00	36,900.00	5,009.00
4420	Materials	12,000.00	12,802.00	13,000.00	-198.00
4430	Contract Costs-Other	3,000.00	2,064.00	2,100.00	-36.00
4430.1	Contract Costs-Heat & Cooling	0.00	0.00	0.00	0.00
4430.2	Contract Costs-Snow Removal	0.00	0.00	0.00	0.00
4430.3	Contract Costs-Elevator Maintenance	0.00	0.00	0.00	0.00
4430.4	Contract Costs-Grounds	0.00	1,274.00	1,300.00	-26.00
4430.5	Contract Costs-Unit Turnaround	2,500.00	4,903.00	5,000.00	-97.00
4430.6	Contract Costs-Electrical	200.00	376.00	400.00	-24.00
4430.7	Contract Costs-Plumbing	0.00	0.00	0.00	0.00
4430.8	Contract Costs-Extermination	500.00	1,320.00	1,300.00	20.00
4430.9	Contract Costs-Janitorial	0.00	0.00	0.00	0.00
4431	Contract Costs-Garbage & Trash Removal	200.00	56.00	100.00	-44.00
4432	Compensated Absences	4,000.00	3,944.00	2,500.00	1,444.00
4433	Employee Benenfits Contributions - Maint	42,000.00	25,170.00	29,300.00	-4,130.00
<b>Total Maintenance Expense</b>		<b>135,200.00</b>	<b>93,818.00</b>	<b>91,900.00</b>	<b>1,918.00</b>

### General Expenditures

4510 Insurance Expense-Other (Boilers)

0.00	0.00	0.00	0.00
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## Community Development Authority - Scattered Sites 2013 Annual Budget

4510.1	Insurance Expense-Work Comp	2,800.00	3,372.00	3,400.00	-28.00
4510.2	Insurance Expense-Property	3,835.00	3,977.00	4,000.00	-23.00
4510.3	Insurance Expense-Gen Liability	3,500.00	4,309.00	4,400.00	-91.00
4510.4	Insurance Expense-Automobiles	500.00	747.00	800.00	-53.00
4510.5	Insurance Expense-Dishonesty Bond	100.00	24.00	100.00	-76.00
4520	Payments in Lieu of Taxes	17,800.00	15,939.00	16,000.00	-61.00
4570	Collection Losses	10,000.00	6,940.00	7,000.00	-60.00
4590	Other General Expense	0.00	0.00	0.00	0.00
<b>Total General Expenses</b>		<b>38,535.00</b>	<b>35,308.00</b>	<b>35,700.00</b>	<b>-392.00</b>
<b>Total Operating Expenses</b>		<b>287,185.00</b>	<b>233,994.00</b>	<b>245,200.00</b>	<b>-11,206.00</b>
<b>Nonoperating Expenditures</b>					
4610	Extraordinary Contracts*	1,000.00	5,032.00	1,000.00	4,032.00
	Casualty Losses	0.00	0.00	0.00	0.00
<b>Total Nonoperating Expense</b>		<b>1,000.00</b>	<b>5,032.00</b>	<b>1,000.00</b>	<b>4,032.00</b>
<b>Net Profit (Loss)</b>		<b>169,415.00</b>	<b>130,816.00</b>	<b>166,000.00</b>	<b>-31,418.00</b>
	Allocated Overhead	43,100.00	42,550.00	46,400.00	-3,850.00
	<b>Subtotal</b>	<b>43,100.00</b>	<b>42,550.00</b>	<b>46,400.00</b>	<b>-3,850.00</b>
<b>Net Profit (Loss)</b>		<b>126,315.00</b>	<b>88,266.00</b>	<b>119,600.00</b>	<b>-27,568.00</b>

\*Includes partial cost for market study.

**Community Development Authority - Edgewater Manor  
2013 Annual Budget**

		<b>2012 Approved Budget</b>	<b>2012 Projected Budget through 12/31/12</b>	<b>2013 Proposed Budget</b>	<b>2012 Projected- 2013 Budgeted Variance</b>
<b>Operating Receipts</b>					
3100	Gross Potential Rents	421,500.00	498,697.00	516,900.00	-18,203.00
3105	Vacancy Loss (2011 = 10% and Nov. 2012 = 45%)	21,100.00	141,900.00	232,600.00	-90,700.00
<b>3110</b>	<b>Net Rental Revenue</b>	<b>400,400.00</b>	<b>356,797.00</b>	<b>284,300.00</b>	<b>72,497.00</b>
3120	Excess Utilities	1,800.00	1,488.00	1,500.00	-12.00
	<b>Total Rental Income</b>	<b>402,200.00</b>	<b>358,285.00</b>	<b>285,800.00</b>	<b>72,485.00</b>
3610	Interest on General Fund Investments	0.00	0.00	0.00	0.00
3690	Other Income	1,500.00	357.00	500.00	-143.00
3690.010	Other Income - Cable Revenue	18,000.00	18,244.00	18,300.00	-56.00
3690.020	Other Income - Laundry Revenue	8,000.00	2,887.00	6,000.00	-3,113.00
3690.030	Other Income - Vending Machine Revenue	1,800.00	4,413.00	1,800.00	2,613.00
3690.040	Other Income - Resident Charges	1,200.00	564.00	100.00	464.00
	<b>Total Operating Income</b>	<b>432,700.00</b>	<b>384,750.00</b>	<b>312,500.00</b>	<b>72,250.00</b>
<b>Operating Expenditures - Administration</b>					
4110.1	Administrative Salaries (Front-Line)	0.00	0.00	0.00	0.00
4120	Contract Maintenance-Admin	400.00	392.00	400.00	-8.00
4130	Legal Expense	100.00	484.00	500.00	-16.00
4140	Staff Training	700.00	198.00	200.00	-2.00
4150	Travel	200.00	286.00	300.00	-14.00
4160	Office Expense (phone, publications, misc)	1,450.00	4,036.00	4,000.00	36.00
4170	Accounting Fees	0.00	0.00	0.00	0.00
4171	Auditing Fees	3,600.00	1,935.00	2,000.00	-65.00
4172	Collection Agency/Court Costs	0.00	0.00	0.00	0.00
4181	Comp Absences	0.00	0.00	0.00	0.00
4182.1	Employee Benefit Contributions - Front-Line	0.00	0.00	0.00	0.00
4190	Sundry-Other	1,100.00	1,567.00	1,600.00	-33.00
4190.1	Sundry-Office Supplies	100.00	0.00	0.00	0.00
4190.2	Sundry-Postage	950.00	988.00	1,000.00	-12.00
4190.3	Sundry-Advertising	600.00	407.00	400.00	7.00
4190.4	Sundry-CBR	0.00	41.00	100.00	-59.00
	<b>Total Administrative Expenses</b>	<b>9,200.00</b>	<b>10,334.00</b>	<b>10,500.00</b>	<b>-166.00</b>
<b>Resident Services Expenditures</b>					

**Community Development Authority - Edgewater Manor  
2013 Annual Budget**

4210	Salaries	9,250.00	4,275.00	2,050.00	2,225.00
4220	Recreation, Publications & Other Services	1,000.00	1,039.00	1,000.00	39.00
4221	Comp Absences	980.00	213.00	250.00	-37.00
4222	Employee Benefit Contribution	6,800.00	2,886.00	1,500.00	1,386.00
4230	Contract Costs, Training and Other (Cable)	28,200.00	28,738.00	29,000.00	-262.00
<b>Total Resident Services</b>		<b>46,230.00</b>	<b>37,151.00</b>	<b>33,800.00</b>	<b>3,351.00</b>
<b>Utilities Expenditures</b>					
4310	Water	3,300.00	3,470.00	3,500.00	-30.00
4311	Sewer (includes storm water fee)	9,600.00	8,391.00	8,500.00	-109.00
4320	Electricity	52,200.00	44,465.00	44,500.00	-35.00
4330	Gas	11,600.00	16,296.00	16,300.00	-4.00
4390	Other Utilities Expense	0.00	0.00	0.00	0.00
<b>Total Utilities Expense</b>		<b>76,700.00</b>	<b>72,622.00</b>	<b>72,800.00</b>	<b>-178.00</b>
<b>Maintenance Expenditures</b>					
4410	Labor (1/2 time Maint Person assigned)	17,950.00	16,132.00	18,700.00	-2,568.00
4420	Materials	3,800.00	1,880.00	2,000.00	-120.00
4430	Contract Costs-Other	2,400.00	769.00	800.00	-31.00
4430.1	Contract Costs-Heat & Cooling	900.00	1,657.00	1,700.00	-43.00
4430.2	Contract Costs-Door Openers/Security	0.00	1,039.00	1,000.00	39.00
4430.3	Contract Costs-Elevator Maintenance	7,200.00	10,004.00	10,000.00	4.00
4430.4	Contract Costs-Grounds	0.00	200.00	200.00	0.00
4430.5	Contract Costs-Unit Turnaround	0.00	0.00	2,000.00	-2,000.00
4430.6	Contract Costs-Electrical	0.00	794.00	800.00	-6.00
4430.7	Contract Costs-Plumbing	7,300.00	1,200.00	2,000.00	-800.00
4430.8	Contract Costs-Extermination (Spiders)	0.00	0.00	1,500.00	-1,500.00
4430.9	Contract Costs-Janitorial	300.00	1,372.00	1,400.00	-28.00
4431	Contract Costs-Garbage & Trash Removal	2,900.00	2,971.00	3,000.00	-29.00
	Compensated Absences	1,900.00	1,975.00	2,000.00	-25.00
4433	Employee Benenefits Contributions - Maint	14,000.00	10,980.00	14,700.00	-3,720.00
<b>Total Maintenance Expense</b>		<b>58,650.00</b>	<b>50,973.00</b>	<b>61,800.00</b>	<b>-10,827.00</b>

**General Expenditures**

4510	Insurance Expense-Other (Boilers)	200.00	177.00	200.00	-23.00
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**Community Development Authority - Edgewater Manor  
2013 Annual Budget**

4510.1	Insurance Expense-Work Comp	1,000.00	969.00	1,000.00	-31.00
4510.2	Insurance Expense-Property	3,383.00	3,508.00	3,500.00	8.00
4510.3	Insurance Expense-Gen Liability	4,700.00	4,516.00	4,600.00	-84.00
4510.4	Insurance Expense-Automobiles	700.00	672.00	700.00	-28.00
4510.5	Insurance Expense-Dishonesty Bond	100.00	9.00	100.00	-91.00
4520	Payments in Lieu of Taxes	36,000.00	28,566.00	30,000.00	-1,434.00
4570	Collection Losses	750.00	1,494.00	1,500.00	-6.00
4580	Trustee Service Fee Expense	1,350.00	0.00	0.00	0.00
4590	Other General Expense	0.00	0.00	0.00	0.00
<b>Total General Expenses</b>		<b>48,183.00</b>	<b>39,911.00</b>	<b>41,600.00</b>	<b>-1,689.00</b>
<b>Total Operating Expenses</b>		<b>238,963.00</b>	<b>210,991.00</b>	<b>220,500.00</b>	<b>-9,509.00</b>
<b>Nonoperating Expenditures</b>					
4610	Extraordinary Contracts	0.00	5,051.00	0.00	5,051.00
	Extraordinary Maintenance - Air Conditioning & Controls	0.00	0.00	45,000.00	
	Extraordinary Maintenance - Sealcoating, Sidewalks & Trees	0.00	0.00	20,000.00	
	Casualty Losses	0.00	0.00	0.00	0.00
	Bond Fund Expense	182,550.00	175,546.00	0.00	175,546.00
<b>Total Nonoperating Expense</b>		<b>182,550.00</b>	<b>180,597.00</b>	<b>65,000.00</b>	<b>180,597.00</b>
<b>Net Profit (Loss)</b>		<b>11,187.00</b>	<b>-6,838.00</b>	<b>27,000.00</b>	<b>-98,838.00</b>
	Property Management/Allocated Overhead Fee	70,000.00	42,550.00	46,400.00	-3,850.00
	<b>Subtotal</b>	<b>70,000.00</b>	<b>42,550.00</b>	<b>46,400.00</b>	<b>-3,850.00</b>
<b>Net Profit (Loss)</b>		<b>-58,813.00</b>	<b>-49,388.00</b>	<b>-19,400.00</b>	<b>-94,988.00</b>

2012 Purchases from Operating Account

	<u>Purchase Item</u>	<u>Project</u>	<u>Cost</u>
1)	Automobile	PHA Wide	\$25,000
2)	Hot Water Heater	Madison View	\$12,100
3)	Ranges	Scattered Sites	\$33,418
4)	Ranges	Madison View	\$41,230
5)	Refrigerators	Madison View	\$38,352
6)	Security Cameras	Madison View	\$15,000
7)	Medicine Cabinets	Madison View	\$29,000
	Total		\$194,100

	4 Wheel Drive	Cylinders	Mileage	Price	Reliability Reports	Options
Courtesy Motors						
2013 Dodge Journey	AWD	6	19/26	\$24,138	No Rept	Front, side curtain & front mounted, knee airbags; compass&temperature display; controls on steering wheel; dual zone control; power seat adjustment; push button start; ample cargo area
2013 Honda CRV	AWD	4	23/31	\$23,899	No Rept	Front Side with Passenger Detection, Side Curtain Airbags; backup camera; compass&temperature display; very little cargo area
2013 Jeep Compass	4WD	4	21/26	\$23,871	Steering & Suspension in 2007	Advanced Multistage Front; Side Curtain (front & rear) airbags; remote start; no compass; temperature display; ample cargo area; heated seats

Mark Motors						
2012 Rav4	4WD	4	21/27	\$23,313	Engine in 2007	Advanced Multistage Front; Side Curtain (front & rear) airbags; remote start; no compass; temperature display; ample cargo area; heated seats

2013 RAV4 will not be available until February, 2013.

Len Dudas						
2013 Equinox	AWD	4	20/29	\$23,280	Engine in 2010	Dual-stage, frontal sensing system airbags; no maintenance until 100,000 miles; steering wheel controls; ample cargo area

Scaffidi						
2013 Ford Escape	4WD	4	22/30	\$22,941	2012 Models - Engine in 2010	Dual-stage, knee, canopy & side airbags; compass & tempurature; MyFord with 4" screen; steering wheel controls; ample cargo area

Community Development Authority of the City of Stevens Point

SMOKING POLICY

RESOLUTION NO: ##-##

WHEREAS, the Board of Commissioners of the Community Development Authority of the City of Stevens Point deem it necessary, at this time, to implement a nonsmoking policy at its Housing Authority Properties, i.e., Hi-Rise Manor, Edgewater Manor, Scattered Site Family Housing, and Madison View Apartments effective September 27, 2012.

WHEREAS, smoking causes many problems, such as increased risks of fires and health risks associated with second-hand smoke;

WHEREAS, smoking is already banned from the entranceways into the building, all common areas inside the building, balconies, courtyards, and patios;

WHEREAS, residents are responsible for ensuring that their family members, guests, and visitors also comply with this Resolution;

WHEREAS, this Resolution declares smoking is allowed by the resident in their own unit if their original lease was signed before September 26, 2012;

WHEREAS, this Resolution prohibits any new residents from smoking in their units and the above mentioned areas;

WHEREAS, smoking will only be permitted in designated smoking areas which are defined as 25 feet from any entrance;

WHEREAS, failure to comply with this resolution is a lease violation and will result in termination of the resident's Dwelling Lease. In such case, resident will receive a 30 Day Notice to Terminate Lease;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Community Development Authority of the City of Stevens Point adopts this Resolution as a change to its Dwelling Lease for the Public Housing Program and add it as an addendum to the resident Dwelling Lease.

Adopted as Resolution ##-## by the Board of Commissioners of the Community Development Authority of the City of Stevens Point at their meeting on September 27, 2012.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

# EMPLOYEE HANDBOOK

Community Development  
Authority of the City of  
Stevens Point

Adopted:

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<b>OFFICIAL SPOKESPERSON</b>	<b>0</b>
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PROFESSIONAL CONDUCT POLICY AND PROHIBITION AGAINST HARASSMENT	2
ANTI-RETALIATION POLICY	3
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## Introductory Statement

This Employee Handbook is designed to acquaint you with the Community Development Authority of the City of Stevens Point, Wisconsin (hereinafter referred to as the "Community Development Authority") and to provide you with information about its personnel policies and practices including the terms, conditions and privileges of your employment. This Employee Handbook has been adopted by the Community Development Authority of the City of Stevens Point Board of Commissioners. The Executive Director and Public Housing Manager have been authorized to interpret, implement, and administer the provisions of this handbook. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the various programs developed by the Community Development Authority to benefit its employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

The Community Development Authority reserves the discretionary authority to interpret all provisions of these programs in its sole discretion. If there is a conflict between language in the employee handbook and language in an official plan document (such as the group health insurance policy) the official plan document governs.

No employee handbook can anticipate every circumstance or question involving policy. Consequently, the need may arise to revise the handbook. Therefore, the Community Development Authority expressly reserves the right to revise, supplement, or rescind any policies or portions of the handbook from time to time as it deems appropriate. The provisions contained in this handbook supersede all existing policies and practices and may not be amended or added to except by an appropriate resolution. If an employee has a work-related question not specifically covered in this handbook, it should be discussed with the Executive Director or Public Housing Manager. Likewise, if an employee requires assistance to comply with this policy, he/she should request such assistance from the Executive Director or Public Housing Manager.

AS YOU REVIEW THE POLICIES SET FORTH IN THIS HANDBOOK, KEEP IN MIND THAT, EXCEPT FOR THE EMPLOYEE CONFIDENTIALITY AGREEMENT, THEY ARE NOT INTENDED TO CREATE A CONTRACT, NOR ARE THEY TO BE CONSTRUED AS A CONTRACTUAL OBLIGATION OF ANY KIND OR AS A CONTRACT OF EMPLOYMENT BETWEEN THE Community Development Authority AND ITS EMPLOYEES. **ALL EMPLOYMENT IS "AT-WILL."** Although we hope that your employment relationship with the Community Development Authority will be long term, either you or the Community Development Authority may terminate this relationship at any time, for any reason, with or without cause or notice.

## **Official Spokesperson**

The Executive Director is the official spokesperson of the Community Development Authority, as recognized by the Board of Commissioners. The Executive Director is the only person authorized to release Community Development Authority business to the public. Any employee who is contacted by the media should not make any comment to the media but should refer the inquiry to the Executive Director. No Community Development Authority Board member shall release Community Development Authority information without the consent of the Chairperson of the Board, after the Chairperson has conferred with the Executive Director and with unanimous consent of the Board.

### **Contact List**

<b>Contact</b>	<b>Title</b>	<b>Telephone Number</b>	<b>Email</b>
Michael Ostrowski	Executive Director	(715) 346-1568	<a href="mailto:mostrowski@stevenspoint.com">mostrowski@stevenspoint.com</a>
Donna Bella	Public Housing Manager	(715) 341-3444 ext. 24	<a href="mailto:dbella@spha-wi.org">dbella@spha-wi.org</a>

*Note: The above contact list is subject to change.*

## **Employment Practices**

### **Equal Employment Opportunity Policy**

The Community Development Authority has, on many occasions, expressed support, and commitment to the principle of equal employment opportunity. It is our policy to recruit, hire, train, promote, and compensate individuals, and to administer all personnel actions in accordance with applicable laws, without regard to race, color, religion, creed, age, sex, national origin or ancestry, status as a current or former member of the uniformed services, or status as a qualified individual with a disability (physical or mental). The Community Development Authority believes that all employees have the right to work in an environment free of unlawful discrimination or harassment. This policy governs all aspects of employment, including selection, job assignment, promotions, compensation, discipline, termination, and access to benefits and training. The Community Development Authority will not tolerate any unlawful discrimination, and any such conduct is prohibited by employees of the Community Development Authority, residents, vendors, or members of the Board of Commissioners. The Community Development Authority will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Community Development Authority or present other significant operational problems.

The Community Development Authority also prohibits any harassment based on the legally protected categories set forth above. Harassment is verbal or physical conduct that degrades or shows hostility or aversion towards an individual because of these protected attributes, and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment as defined by law; or
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunities. *For more information see the Professional Conduct Policy and Prohibition against Harassment policy on page 2.*

All employees, regardless of position or title, will be subject to discipline up to and including discharge should the Community Development Authority determine that an employee is engaged in unlawful discrimination or harassment.

Any employee who feels that this policy is not being observed is encouraged to immediately contact any of the persons listed on the contact list below. All reports will be treated as confidential to the extent practicable. No one will be subject to any form of discipline or retaliation for reporting incidents of unlawful discrimination or harassment or pursuing any such claim. The Community Development Authority will promptly and thoroughly investigate the facts and circumstances of any reported incident. In all cases, the employee will be advised of the findings and conclusion.

### **Promoting Diversity**

The Community Development Authority values and promotes diversity in its workplace. Diversity refers to human differences, including those based on culture, ethnicity, gender, and age, that exist in the workforce. The Community Development Authority believes that promoting diversity plays an important role in attracting the widest pool of qualified applicants, fostering greater innovation and creativity, and enhancing our communication and relationships with customers and the community.

## **Professional Conduct Policy and Prohibition Against Harassment**

The Community Development Authority is proud of its professional and congenial work environment, and will take all necessary steps to ensure that the work environment remains pleasant for all who work here. All employees must treat each other with courtesy, consideration, and professionalism. The Community Development Authority will not tolerate harassment of any employee by any other employee or supervisors or by Community Development Authority residents, vendors, or members of the Board of Commissioners for any reason. In addition, harassment for any discriminatory reason, such as race, sex, national origin, disability, or age, is prohibited by state and federal laws, which may subject the individual harasser to liability for any such unlawful conduct. Supervisors do not have the authority to grant or deny promotions, or to force any change in an employee's job status based on sexual favors. With this policy, the Community Development Authority prohibits not only unlawful harassment, but also other unprofessional and discourteous actions. There will be zero tolerance for derogatory racial, ethnic, religious, age, sexual, or other inappropriate remarks, slurs, or jokes.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal, or physical conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
3. The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an environment which is intimidating, hostile, or offensive to the employee.

Each employee must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Forms of harassment include, but are not limited to:

1. Verbal: Sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats, or suggestive or insulting sounds;
2. Visual/Non-verbal: Derogatory posters, cartoons, or drawings; suggestive objects or pictures; graphic commentaries; leering; or obscene gestures;
3. Physical: Unwanted physical contact including touching, interference with an individual's normal work movement or assault; and
4. E-Mail and Internet: Offensive, demeaning, disruptive messages, or sexually explicit screen views.
5. Other: Making or threatening reprisals as a result of a negative response to harassment. Same sex harassment or harassing conduct from non-employees, such as vendors or residents, is also in violation of this policy.

Any employee who believes that he/she is or may be subjected to objectionable conduct must report it immediately to the Executive Director and/or Public Housing Manager. You may also inform a supervisor or manager about your concerns, which can then make the initial report on your behalf. You should assume that no report has been made following your discussion with a supervisor or manager if the Executive Director and/or Public Housing Manager has not contacted you within forty eight (48) hours. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating that situation. No employee in this organization is exempt from this policy. In response to every complaint, the Community Development Authority

will take prompt investigatory actions and corrective and preventative actions where necessary. An employee who brings such a complaint to the attention of the Community Development Authority in good faith will not be adversely affected because of reporting the harassment. The organization will not tolerate retaliation by managers and employees against any employee reporting incidents of harassment or for participating in an investigation of a harassment claim.

Any employee who engages in objectionable conduct is subject to discipline up to and including termination. If an employee is not satisfied with the handling of a complaint or the action taken, then the employee should bring the complaint to the next higher level of authority set forth in the "Open Door Grievance Policy" section of this Handbook. In all cases, the employee will be advised of the findings and conclusion.

### **Anti-Retaliation Policy**

The Community Development Authority is committed to providing a work environment in which employees may complain about alleged discrimination or other problems, including harassment, without fear of retaliation. The Community Development Authority strictly prohibits discrimination against any employee because he or she has opposed any unlawful employment practices or because he or she has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing regarding such alleged practices. This policy also applies to Community Development Authority residents, vendors, or members of the Board of Commissioners.

Any employee who wants to report an incident of retaliation should promptly report the matter to the Executive Director or Public Housing Manager. Employees can raise concerns and make reports without fear of reprisal or retribution.

All reports of retaliation will be maintained in confidence to the extent practicable. The Community Development Authority will promptly conduct a thorough and unbiased investigation of all reports.

Any employee, supervisor, or manager who becomes aware of possible retaliation shall promptly advise the Executive Director or Public Housing Manager. Anyone engaging in retaliation will be subject to disciplinary action, up to and including immediate termination of employment.

### **Disability Accommodation**

It is the policy of the Community Development Authority to comply with the Americans with Disabilities Act and all federal and state laws concerning the employment of individuals with a disability. Accordingly, it is the Community Development Authority's policy not to discriminate against qualified individuals who have a disability with respect to selection and hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. Further, the Community Development Authority reasonably accommodates qualified individuals with a disability so that they can perform the essential functions of a job. A request for reasonable accommodation by an applicant or employee is the first step in an informal, interactive process between the individual and the Community Development Authority. The next step in this informal process is to clarify what the individual needs and identify the appropriate reasonable accommodation. An individual who cannot be reasonably accommodated for a job, without undue hardship, will not be selected for that position.

Offers of employment may be conditioned upon completion of a medical examination, to ensure that the person is capable of performing the job's essential functions with reasonable accommodation, if necessary. This medical examination is given after a conditional employment offer is made and before the commencement of employment. Failure to submit or complete a medical examination is viewed as rejection of the offer of employment. All information obtained by the Community Development Authority concerning the medical

condition or history of applicants or employees is maintained in separate medical files and treated as confidential records that are disclosed only as according to ADA and other applicable state and federal law.

All employees are required to comply with safety standards. If an applicant's physical or medical condition poses a direct threat to the health or safety of individuals in the workplace and this threat cannot be eliminated by reasonable accommodation, the individual will not be hired. Current employees who have a physical or medical condition that poses a direct threat to the health of safety of themselves or others in the workplace are placed on appropriate leave. All employees are expected to comply with the Community Development Authority's *Drug Free Workplace Policy*.

Employees and applicants should immediately contact the Executive Director or Public Housing Manager about any violations of the Community Development Authority's disability accommodation policy. All complaints are promptly investigated.

### **Chain of Command**

Operation of any government agency depends on an effective chain of command. The ultimate decision concerning policy in the Community Development Authority resides by law with the Community Development Authority Board of Commissioners under the leadership of the Executive Director. The Public Housing Manager is part of the management team and reports to the Executive Director. Supervisors and Managers subordinate to the Public Housing Manager are also members of the management team. This system represents a means of establishing orderly lines of organization and communication as management personnel unite with Community Development Authority Board of Directors and Executive Director to promoted effective services for the agency.

Each employee is to keep the person that the employee reports to informed of the employee's activities by whatever means the supervisor deems appropriate. If an employee has any questions, opinions, or suggestions about the information contained in this Handbook or about any other aspect of his or her job, then those questions, opinions, or suggestions must be directed through the chain of command. This policy does not intend to infringe upon the employees' right to engage in protected concerted activity regarding the terms and conditions of employment, however, the Community Development Authority believes that many issues are most effectively solved by following a chain of command.

The Community Development Authority recognizes that many employees handle directive or requests from the public on a daily basis as part of their positions. The Community Development Authority expects that employees will use sound judgment and common sense to determine which directives or requests are inappropriate and should be reported to a supervisor. If an employee is unsure of whether a directive or request should be reported, the employee should discuss it with his/her supervisor. Any employee who receives inappropriate directives or requests for special treatment from an individual citizen, business representative, or elected or appointed official must immediately report such directive or request to his/her supervisor. No specific directives or requests should be fulfilled unless permission to do so is given by an employee's supervisor.

Generally, if an employee has a problem with an individual, then the employee is encouraged to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, then the employee must address the problem through the employee's immediate supervisor and onward through the chain of command.

### **Personnel File Access**

The Community Development Authority maintains a personnel file for each employee. Information retained in the personnel file includes, but is not limited to, personal information such as forms for federal and state taxes,

enrollment forms for benefits, address changes, and specific work-related information such as applications for employment, resumes, performance reviews, salary adjustments, job changes, and other designated records.

The Community Development Authority maintains complete personnel records that accurately reflect each employee's record of service to the Community Development Authority. Reasonable access to personnel records will be authorized. Further, all personal medical information will be secured in an area separate from the personnel records, with strictly controlled and limited access, in order to protect confidentiality.

Employees may request to inspect their own personnel files. Requests for inspection will be scheduled at a mutually convenient time and within the timeframes required by law. Personnel files may not be taken outside of the custody of the custodian of records. You may review and copy items in your personnel files. However, you may not remove or alter personnel records unless agreed to by the Executive Director. If you disagree with any information in your personnel file, you may submit a written statement explaining your position which shall be attached to the disputed portion and included in the file. To review your personnel file please contact the Public Housing Manager.

### **Immigration Law Compliance**

The Community Development Authority is committed to meeting its obligations under U.S. immigration law. Accordingly, the Community Development Authority neither hires nor continues to employ an individual who is not legally authorized to work in the United States. Moreover, the Community Development Authority does not discriminate on the basis of citizenship status or national origin in recruitment, hiring, or discharge.

Employment Eligibility Verification Procedures: The Public Housing Manager is responsible for implementing, administering, and reviewing procedures necessary to comply with the employment eligibility verification and nondiscrimination requirements of the Immigration Reform and Control Act (IRCA), as amended. The Executive Director and/or Public Housing Manager must ensure that all new employees:

- Complete and sign the employee's portion of Form I-9, Employment Eligibility Verification; and
- Present original documentation supporting the employee's identity and employment eligibility. Employees must complete the employee section of Form I-9 on the day they begin work and provide the required supporting documentation within three business days of starting work.
- Are cleared to work in the USA through the E-Verify system.
- An employee's failure to produce required documentation within allotted time periods is grounds for immediate separation from employment. Employment can be resumed only when the required documentation is furnished.

Expiration of Work Authorization: The Public Housing Manager maintains a tickler system that tracks the expiration date of each nonresident employee's authorization to work in the United States. The Public Housing Manager notifies the employee of the need for the employee to show that his or her authorization to work in the United States has been renewed. It then must update an employee's Form I-9 to show the employee's renewed authorization to work. A single line should be drawn through the previous authorization information when the new information is entered. Updated information should be initialed and dated by the HR representative performing the re-verification. An employee's failure to provide proof of his or her renewed authorization to work prior to the expiration of the authorization documented on the employee's Form I-9 results in the immediate suspension of the employee without pay or the termination of the employee.

An employee is eligible to continue working during a 30-calendar (added calendar) day grace period after the expiration of the employee's original work permit if the employee has filed an application to extend his or her work permit. To be eligible for the 30-calendar day grace period, the employee must provide the Public Housing Manager with proof of having filed a work permit renewal application prior to the expiration of the employee's original work permit.

**Nondiscrimination:** Supervisors, hiring personnel, and other employees and agents of the Community Development Authority are prohibited from discriminating against an applicant or employee based on national origin or status as a legal immigrant. Hiring personnel should never infer from an individual's appearance or accent that he or she is unauthorized to work. Any other employees involved in the hiring process are prohibited from asking employees for any document not specifically designated on Form I-9 as acceptable for purposes of verifying an employee's identity and employment eligibility. Any other hiring personnel cannot refuse to honor tendered documents that, on their face, reasonably appear to be genuine and relate to the employee in question. Any employee found to have engaged in illegal discrimination is subject to discipline, up to and including termination of employment.

**Recordkeeping:** A copy of each employee's I-9 form is retained by the Public Housing Manager until three years after the employee's hiring date or one year after the employee's separation, whichever is later. When an employee transfers within the Community Development Authority's organization to another physically separate location, the employee's I-9 form and copies of supporting documentation must transfer with the employee.

**Re-employment:** If a terminated employee is re-employed within three years of initially completing an I-9 form, the Public Housing Manager is responsible for updating and verifying the information on the form.

### **Employment of Relatives (Nepotism)**

The Community Development Authority prohibits the hiring a relative of an existing employee in cases where it might result in one relative having supervisory authority over another. No relative of a citizen member of a committee/commission, management personnel, or other supervisor may be hired or transferred into a department where a potential supervisor-subordinate relationship would exist. A relative is defined as a spouse, child, parent, grandparent, grandchild, brother, sister, stepparent, stepchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew, or niece. Any request for an exemption from this requirement shall be submitted to the Community Development Authority Board of Commissioners for approval.

### **Conflicts of Interest**

It is against the Community Development Authority's policy for employees to deal in private transactions or to engage in any way in any other business which competes with the Community Development Authority.

It is important to the Community Development Authority that all employees observe high ethical standards and treat their fellow employees fairly. Employees must not allow personal or financial relationships with residents or those people seeking business with the Community Development Authority to interfere with the best interests of the Community Development Authority. Similarly, personal or family relationships between employees within the same work group will not be allowed to create the appearance of favoritism or otherwise affect the workplace.

Giving, soliciting, or accepting a gift from residents and/or suppliers is contrary to Community Development Authority policy. To protect you and the Community Development Authority, every employee must understand the serious implications of accepting any monetary gift in any form or any "gifts" of over \$25.00 in value from any client and/or supplier. If a "gift" is offered to you, contact the Public Housing Manager for approval. Failure to do so could result in termination of your employment with the Community Development Authority.

For purposes of this policy, the definition of a “gift” does not include anything that is worth \$25.00 or less. Additionally, the total value of all gifts given during the previous 12 months should not exceed \$100.00.

Engaging in a romantic relationship with a subordinate employee, fellow employee or co-worker may constitute a conflict of interest. Such information must be disclosed to the Executive Director and/or Public Housing Manager who will consider the issue and advise the employee accordingly.

### **Non-Disclosure**

The Community Development Authority prohibits disclosure of any information relating to the Community Development Authority’s residents or prior residents. Therefore, personal information or other information relating to the Community Development Authority’s residents may not be used by employees for any purpose which is not directly related to the Community Development Authority’s business. Likewise information relating to the Community Development Authority’s business may not be disclosed by employees to any person or entity who is not employed by the Community Development Authority and/or is not authorized to receive or use the information.

Former employees may not disclose the Community Development Authority’s business information, or information relating to any person or entity for any purpose whatsoever.

Prohibited confidential, personal and business information includes, but is not limited to, the following: applicant information; compensation and employee data; financial information; labor relations strategies; pending projects and proposals; resident file information; computer passwords issued to employees; information about other employees obtained by the Community Development Authority; e-mail correspondence; names, addresses, telephone numbers of the Community Development Authority’s residents or prior residents.

Any employee who improperly discloses or uses confidential information will be subject to disciplinary action, up to and including termination of employment and/or legal action.

## Employment Categories

It is the intent of the Community Development Authority to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time nor do they obligate the Community Development Authority to provide the employee any set number of hours of work within a particular week. Accordingly, both the employee and the Community Development Authority may terminate the employment relationship at-will at any time.

All job descriptions shall state whether or not that position is Exempt or Non-Exempt and the employee shall initial this designation at the time of employment.

Each employee is designated as either NON-EXEMPT or EXEMPT from federal wage and hour laws. NON-EXEMPT employees are entitled overtime pay under the Fair Labor Standards Act. This designation may include both hourly employees as well as certain salaried employees. However, non-exempt employees are not permitted to work any overtime unless they receive specific written authorization or approval from their supervisor prior to commencing the overtime work (unless an emergency condition exists in which case the approval will be considered after the event).

EXEMPT employees are excluded from specific provisions of federal wage and hour laws and are not eligible for overtime pay. This designation includes only salaried employees who are engaged in executive, administrative, and/or professional capacities as defined in the federal regulations implementing the Fair Labor Standards Act. Exempt employees are expected to work a minimum of forty hours per week.

If an employee is not an hourly paid employee, the Community Development Authority will advise the employee whether he or she is classified as "EXEMPT" or "NON-EXEMPT." The Community Development Authority may change an employee's EXEMPT or NON-EXEMPT classification only upon written notification.

In addition to the above categories, each employee will belong to one of the following categories:

- REGULAR FULL-TIME employees are those who are regularly scheduled to work the full-time schedule, which is typically a 40-hour workweek, have satisfactorily completed the introductory period, and are not otherwise temporary help. They are generally eligible to receive the Community Development Authority-provided benefits, subject to the terms, conditions, and limitations of each benefit program. A workweek is defined as a period of 7 consecutive 24-hour days. If the employee falls below a normal, full-time, forty-hour workweek on a regular basis, qualification for benefits will be reviewed.
- PART-TIME employees are those who are regularly scheduled to work less than 40 hours within a workweek, have satisfactorily completed the introductory status, and are not otherwise temporary help. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are eligible to participate in any of the Community Development Authority's other benefit programs on a pro-rated basis.
- TEMPORARY employees may work 40 hours or less within a workweek but are distinguished from regular employees in that they are hired to serve as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that temporary status unless and until notified by the Community Development Authority in writing of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are generally not eligible to participate in any of the Community Development Authority's other benefit programs.

If at any time an hourly paid or salaried employee has reason to believe that they have been misclassified, or that improper deductions have been made from their pay, or for any other reason they believe a mistake has been made concerning their compensation, such complaints should be put in writing and immediately brought to the attention to their immediate supervisor and/or the Public Housing Manager.

## **Hours of Work**

### **Hours of Work**

The "regular" workweek for most employees consists of 40 hours of work. The workweek begins 12:01 a.m., Sunday to 12:00 a.m. midnight, Saturday. Each employee is required to be present and ready to work as scheduled. Staffing needs and operational demands of some departments may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. No minimum or maximum number of hours is guaranteed. If for any reason an employee is unable to work at his or her designated time, he or she must telephone or otherwise notify his/her immediate supervisor prior to that starting time. Failure to do so may result in disciplinary action, up to and including immediate dismissal.

The normal workday shall be from 7:30 a.m. to 4:00 p.m., Monday through Friday with a 30 minute unpaid lunch break. For all intents and purposes, the workweek shall be considered to be 40 hours year round.

Employees are permitted alternative working hours provided that:

- The supervisor approves the alternate schedule.
- Service to the public during the normal workday hours remains unaffected by the alternative schedule.
- The number of daily hours worked by the affected employees remains unchanged.

Employees are subject to call 24 hours a day in case of an emergency. Emergencies shall be determined by the Executive Director, Public Housing Manager, or immediate supervisor.

### **Timekeeping**

Employees are required to log their time. All non-exempt employees must log their beginning, lunch period, and ending time on the provided timesheets. If an employee desires to leave the premises during working hours, except during their scheduled break period(s) he or she must notify the immediate supervisor and receive permission before departure. Non-exempt employees are not allowed to work after the end of their shift, except during emergencies or when prior approval is granted by their immediate supervisor.

Employees are prohibited from altering, falsifying, or tampering with time sheets. Furthermore, an employee may not log any entries on another employee's time sheet. Any employee who fails to comply with this policy may be subject to disciplinary action, up to and including termination of employment.

All non-exempt employees will be required to record "time worked" on any particular complex/site/project for purposes of charging time to a particular complex/site/project accounts, when the Community Development Authority has more than one Asset Management Project (AMP) number. Time worked is the time actually spent on the job performing assigned duties.

### **Tardiness and Partial Absences**

All employees are expected to report to work at their assigned stations on time during scheduled working hours. Each employee shall be considered late if he/she is not at their designated work area on or before the required work time. The reporting of such tardiness shall apply to any tardiness including lunch hours and work breaks.

All employees are expected to contact their immediate supervisor thirty-minutes (30) prior to the commencement of regular working hours, if, for any reason, they will be unable to report to work as scheduled.

Absences, which are neither supported in writing by the employee's physician nor authorized by the employee's supervisor, will subject an employee to disciplinary action, up to and including termination.

Supervisors are responsible for notifying the Executive Director or Public Housing Manager of any unauthorized absences or excessive tardiness. This notification should be in writing and will become part of the employee's personnel file.

If an employee has three consecutive unexcused days absent, the employee will be terminated.

### **Meal and Break Periods**

All full-time employees are provided with one (1) meal period each workday. Staffing needs and operational demands of some departments may necessitate rotation in meal times. Non-exempt employees are relieved from any job duties during the meal period and will not be compensated for that time. Non-exempt employees that are relieved of all their duties during the meal period may not eat at their desks or at workstations.

All full-time employees typically receive a fifteen-minute break during each four-hour work period. The Executive Director/Public Housing Manager or Supervisors may issue more specific directives specifying break times and procedures including limiting the number of employees breaking at one time. No one is allowed to eat at their workstations during their break period.

### **Overtime**

The Federal Fair Labor Standards Act (the "Act") regulates hours of work and overtime pay for employees covered by the Act. Employees are classified in accordance with the Federal Fair Labor Standards Act (FLSA) as Executive, Exempt, or Non-exempt.

Employees may be required to work overtime from time to time, and all employees may perform such overtime when, and only when, specifically instructed to do so by his/her immediate supervisor, except in emergencies. Non-exempt employees shall not take work home unless specifically instructed in writing in advance by their immediate supervisor and then only when an agreement has been reached as to the amount of after-hours work time is allowed. Each employee is designated as either NON-EXEMPT or EXEMPT from the Fair Labor Standards Act (FLSA) provisions governing overtime compensation.

Exempt employees include positions that are administrative or professional as defined by the FLSA, and as such, are "exempt" from overtime compensation requirements of the Act.

Non-Exempt employees, or those covered by the Act, are all other employees.

Overtime shall be compensated for non-exempt employees at one and one half (1 ½) times the employee's hourly rate of pay. Overtime is defined as any hours worked in excess of 40 hours per week. For the purposes of this handbook, a week is defined as 12:01 a.m., Sunday to 12:00 a.m. midnight, Saturday.

### **Compensatory Time/Flexible Schedule**

Non-Exempt employees shall have the choice of receiving overtime in pay, or as compensatory time. Compensatory time may accumulate to a maximum of forty (40) hours. One time accumulation compensatory balances greater than forty (40) hours will be paid out at the next available pay period. Compensatory time off shall be scheduled so as not to unduly disrupt operations. Compensatory time off shall be paid out at any time during the year upon written request and approval by the Executive Director.

Exempt employees are not entitled to overtime or compensatory pay. Exempt employees are entitled to a flexible work schedule, which shall be approved by the Executive Director.

### **On Call**

NON-EXEMPT employees who are on call, who are provided with a cell phone or pager, are free to spend such non-working hours whenever and however they please. However, employees shall not use alcoholic beverages or any impairing effect drugs or medications. Employees who are on-call are paid a per hour rate of \$0.60 to carry the cell phone. If an employee is called in to work, they are paid a minimum of two (2) hours at their regular rate of pay per call for the first one, and one half (1 ½ ) hours of time worked to a maximum of two (2) occurrences in a twenty four (24) hour period. If the employee that is called in to work exceeds the one and one half (1 ½) hour minimum or the two occurrences, they will be paid overtime at a rate of one and one half (1 ½) times their regular rate of pay for the actual amount of time worked. Example: If an employee is on call for the evening and gets called in at 8:00 p.m. and the call takes 15 minutes to complete and the employee then returns home he/she would be paid for two hours of regular (straight time) pay at their regular rate of pay. However, later in the evening, another call comes in and the employee responds but this time it takes the employee two (2) hours to complete the job, the employee is then paid for another two hours of time at their regular rate (straight time) plus ½ hour of overtime pay at 1 ½ times their regular rate of pay. If the employee is called in again for a third time, within that 24 hour period, they would receive overtime pay at one and one half (1 ½) times their regular rate for the actual amount of time worked. They would not receive an additional two hours for being called in a third time. A twenty-four hour period is defined at 12:00 a.m. to 11:59 p.m. Employees that are on call should be able to respond in a reasonable time.

### **Emergency Closing Plan**

At times, emergencies such as severe weather, fires, or power failures can disrupt Community Development Authority operations. In extreme cases, these circumstances may require the closing of the office. Unless there is an announcement that the facility is closed, you should assume that the Community Development Authority is open and employees not reporting to work shall be charged against available Annual Leave. Refer to the practices posted or announced for emergencies. Employees will be paid their normal wage for the time missed, unless an employee has been pre-approved for time off.

## **Employment Conditions**

### **Payroll Procedures**

All regular employees are paid bi-weekly via direct deposit. All required state, federal, and local employment taxes, including social security taxes, where applicable, will be deducted from each paycheck. In the event that a regularly scheduled payday falls on a bank holiday, employees will be paid on the day prior to the bank holiday. The Community Development Authority uses direct deposit.

### **Performance Reviews and Ratings**

All employees are expected to work efficiently and harmoniously and to meet the requirements and standards of their positions. During the course of employment with the Community Development Authority, each supervisor will evaluate each employee's work. These reviews will enable each employee to receive regular feedback on performance expectations and actual job performance. All performance reviews will be based on job factors that include but are not limited to job knowledge, quality of work, initiative, dependability, attendance, attitude, and related factors.

Periodic evaluations are a necessary tool to accurately reflect the employee's job and performance. Based upon the evaluation, the employee's total work record, and budgetary constraints, the employee's salary may be adjusted. It should be understood, however, that any changes in salary are not an automatic part of the performance review but are within the Community Development Authority's discretion. A performance review does not indicate that an employee is eligible or even being considered for a change in his/her salary. Salary changes are based upon merit, the employee's entire work record, and an individual evaluation.

### **Hiring Procedures**

The Community Development Authority is an Affirmative Action/Equal Opportunity Employer. The Community Development Authority is committed to hiring the most qualified employees without regard to race, color, age, religion, national origin, gender, or disability. Accordingly, managers, supervisors, contract recruiters, and any other personnel involved in interviewing or communicating with job applicants must follow these interviewing procedures and avoid any form of discrimination, intentional or unintentional.

### ***Approval of a new Position***

Requests to hire for a new position must be submitted to the Community Development Authority Board of Commissioners. The Executive Director and/or Public Housing Manager will present his/her recommendation to the Community Development Authority Board of Commissioners at their next regularly scheduled meeting. After a new position has been approved by the Community Development Authority Board of Commissioners, the Executive Director and/or Public Housing Manager will start the hiring process.

### ***Public Advertisement***

Vacant or new positions will be advertised publicly. Applications will be returned to the Executive Director and/or Public Housing Manager. Advertisement of the position should be done through appropriate forms, and at appropriate locations based on the specific position.

### ***Screening of Applicant***

The screening of applicants will be conducted by the Executive Director and/or Public Housing Manager. Applications will be checked for completeness and if the applicant has the required knowledge, skills, and abilities requested in the advertisement.

### ***Interviews***

Interviews will be conducted by the Executive Director and/or Public Housing Manager.

### ***Testing***

If, after final screening and interviews, two or more applicants are essentially equal in the required knowledge, skills and abilities, plus any other specialized training or experience, appropriate testing may be administered to assist in determining a rank order of the applicants for the purpose of offering employment.

### **Layoff and Furloughs**

Reductions in the workforce may occur through layoffs or furloughs, in addition to attrition or position elimination or modification. The Community Development Authority Board of Commissioners will determine the number of positions and persons impacted by the reduction in workforce.

In the event of a reduction in workforce through layoff or furlough, affected employees will be laid off or furloughed based on impact on Community Development Authority operations, skills, abilities, qualifications, length of service and the interests, needs of the employer, and experience in a particular position. Length of service shall not be the deciding factor in any decision regarding who will be laid off but may be considered.

### **Job Descriptions**

All employees, regardless of their classification, and in addition to the essential functions of their position are to:

- Attend work on a regular and predictable basis,
- Complete assigned tasks in a safe manner and in a constant state of alertness,
- Uphold company policies, including the anti-harassment program, and
- Work in a cooperative manner with managers, supervisors, coworkers, residents, and the public.

The Executive Director and/or Public Housing Manager prepare job descriptions when new positions are created. The Community Development Authority makes every effort to create and maintain current and accurate job descriptions for all positions within the organization.

The Community Development Authority maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities.

All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact the Executive Director or Public Housing Manager if you have any questions or concerns about your job description.

### **Travel**

Employees or Commissioners of the Community Development Authority are, from time to time, required to travel for the conduct of Community Development Authority business or to attend meetings and conferences. Such travel and reimbursement for expenses incurred in connection therewith is authorized by this policy, but only with the prior approval of the Executive Director or Public Housing Manager. Travel authorizations and expense voucher approval of employees is delegated to the Executive Director or Public Housing Manager. All travel expenses shall be recorded, signed by the traveler, and approved by the Executive Director or Public Housing Manager, prior to reimbursement or acceptance.

Eligible reimbursable expenses and policies relating thereto are as follows:

#### ***Transportation***

Travel by automobile for Community Development Authority business should be made in a Community Development Authority automobile. In the event circumstances exist where no Community Development Authority owned automobile is available, a private vehicle may be used with specific prior approval of the Executive Director or Public Housing Manager. The owner of the personal vehicle will be reimbursed at the rate per mile allowed by the IRS. Reimbursement will require a signed statement of actual miles.

#### ***Subsistence Expenses***

The costs of subsistence shall be reimbursable for travel on Community Development Authority business. Eligible reimbursable subsistence expenses include actual documented costs for lodging, taxi fares, meals, telephone calls, secretarial services, or other items necessary for the conduct of Community Development Authority business. Actual subsistence expenses must be supported by actual receipts and other documentation of actual expenses. Receipts are to be secured for all expense items of more than \$5.00. Other documentation includes a listing of each item, date, place, and amount related thereto.

#### ***Entertainment Expenses***

No entertainment costs for a Commissioner or employee shall be reimbursable regardless of whether or not the expenditure is for Community Development Authority related business.

### **Changes in Personal Data**

It is very important for an employee to inform the Public Housing Manager of any changes in his/her name, address, telephone number, number of dependents, emergency contact person, and driver's license status and status of insurance. By doing so, personnel information will always be up-to-date and this will help the Community Development Authority in handling benefits, pay, and other matters important to an employee and his/her family.

## **Non-Disclosure**

The Community Development Authority prohibits disclosure of any information relating to the Community Development Authority's residents or prior residents. Therefore, personal information or other information relating to the Community Development Authority's residents may not be used by employees for any purpose which is not directly related to the Community Development Authority's business. Likewise, information relating to the Community Development Authority's business may not be disclosed by employees to any person or entity who is not employed by the Community Development Authority and/or is not authorized to receive or use the information.

Former employees may not disclose the Community Development Authority's business information, or information relating to any person or entity for any purpose whatsoever.

Prohibited, confidential, personal and business information includes, but is not limited to, the following: applicant information; personal employee data; financial information; labor relations strategies; pending projects and proposals; resident file information; computer passwords issued to employees; information about other employees obtained by the Community Development Authority; names, addresses, telephone numbers of the Community Development Authority's residents or prior residents.

Any employee who improperly discloses or uses confidential information will be subject to disciplinary action, up to and including termination of employment and/or legal action.

This section shall be subject to the open records law for the State of Wisconsin.

## Compensation

The compensation for general Community Development Authority employees in an allocated position shall be established by the Executive Director within the budget approved by the Community Development Authority Board of Directors.

The Community Development Authority's compensation program is designed to achieve the following goals:

- ensuring fair and consistent pay practices;
- complying with applicable federal and state laws and regulations;
- operating within the constraints of the Community Development Authority's budgetary process and financial resource limitations;
- ensuring administrative efficiency; and
- allowing the Community Development Authority to offer competitive salaries relative to the labor markets in which the Community Development Authority recruits.

The Community Development Authority participates in periodic salary surveys with many other Public Housing Authorities in the State of Wisconsin and Midwest. Note: salary surveys must be conducted with agencies that have comparable numbers of employees, housing units and operate similar HUD programs. The results of these surveys, and other salary indicators, may be used to provide the Community Development Authority Board of Commissioners guidance on competitive salaries and benefits.

The Community Development Authority uses an organized and systematic method of classifying jobs and administering salaries to ensure that pay levels are competitive and internally equitable. The Community Development Authority's salary administration program has four major components:

- Job analysis. This is a systematic process for determining the tasks that constitute a particular job and the knowledge, skills, and abilities required to perform it. The end result of job analysis is a job description, which is a factual description of the job's essential and nonessential functions and the qualifications necessary to perform the job.
- Job evaluation. Job evaluation is a systematic process for determining the relative worth of jobs using the services of an outside consultant.
- Salary structure. The salary structure may be a system of salary grades and ranges. Currently the Community Development Authority's exempt employees use the Salary Matrix provided by the City of Stevens Point.
- Job classification. Job classification is the final result of the three steps just described. It simply means properly matching each employee to the appropriate job description and steps.

To maintain the integrity and credibility of the salary program, the Executive Director and/or the Public Housing Manager should review the program and make recommendations to the Community Development Authority Board of Commissioners.

## **Employee Conduct**

### **Dress Code**

Employees contribute to the culture and reputation of the Community Development Authority in the way they present themselves. A professional appearance is essential to a favorable impression with co-workers, residents, customers, and elected officials. Good grooming and appropriate dress reflect employee pride and inspire confidence on the part of such persons. The clothing employees wear on the job must be appropriate to the nature of the work they perform. Protective clothing or uniforms may be required for some employees. Other employees, frequently those who normally work in an office setting, wear appropriate office clothing to work.

Supervisors may exercise discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and non-exempt employees will not be paid for that time off. Management may make exceptions for special occasions. An employee unsure of what is appropriate should check with their supervisor.

Business casual dress will be permitted for Community Development Authority staff on Fridays except during the specified periods when casual days will be suspended or when an employee's schedule includes activities that require traditional business attire. Even though considered "casual" these clothing items should still portray a well groomed and business-like appearance. All attire should be neat and clean and should fit properly (not overly tight or baggy). The Community Development Authority prohibits the wearing of any facial jewelry, visible body piercing, or offensive, or revealing clothing during work hours that, in management's sole opinion, is inappropriate and not in keeping with the Community Development Authority's image.

If you are in doubt or question a particular item of apparel, please consult your supervisor.

### **Outside Activities**

The activities of any employee, whether on or off the job, which in the judgment of the Community Development Authority, may interfere with an employee's proper performance or attendance on the job will not be tolerated. Within the limits prescribed by federal and state law, such activities may subject an employee to the Community Development Authority's disciplinary procedures up to and including immediate termination.

Certain activities which obviously are not proper for employees include, but are not limited to:

- The use of Community Development Authority's time, facilities, or equipment to engage in another business or occupation;
- Participating in any outside activity or employment which results in lost time from work, causes distractions from work or unsatisfactory work performance, or creates an appearance of a conflict with the best interest of the Community Development Authority.

All employees must receive the written approval of the Executive Director or Public Housing Manager before engaging in any activity which might be covered by this policy.

### **Political Activity**

Community Development Authority employees shall not take part in any political campaigning in their capacity as a Community Development Authority employee. Employees are not precluded from being an active citizen and engaging in the political process provided it does not interfere with normal work performance and is not during

normal working hours. When engaging in political activity or engaging in discussion of issues of public importance, you are expected to ensure that your actions and positions are not attributed to the Community Development Authority. Further, Community Development Authority resources may not be used for promoting a particular candidate or a political party.

### **Bulletin Boards**

Bulletin boards are maintained to keep employees informed. All notices, announcements, or printed items are restricted to posting on the appropriate bulletin board. The bulletin board is only for notices involving official facility business, legal notices, and other material related to the operation and objectives of the organization. Employees must secure prior authorization before posting any notices on bulletin boards.

### **Safety**

The Community Development Authority is committed to providing a safe, sanitary, and healthful work environment for employees, residents, and visitors. The success of this goal depends on the alertness and personal commitment of all employees and staff.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe or unhealthy condition including all buildings and grounds managed by the Community Development Authority and any on-the-job or work-related injury or illness, to the Executive Director and/or Public Housing Manager.

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including immediate termination.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their immediate supervisor and file an injury report. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefit procedures.

### **Drug-Free Workplace**

The purpose of this policy is to comply with the [Drug-Free-Workplace-Act-of-1988](#) which Congress enacted. This Act places certain responsibilities on the Community Development Authority as the recipient of federal grants and contracts.

Pursuant to federal requirements, all Community Development Authority employees are reminded that Community Development Authority Policies prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances on all Community Development Authority property and worksites. Any employee who engages in any of these actions may be referred to counseling or treatment, and may be subject to disciplinary action up to and including termination.

Employees convicted of any criminal drug statute violation occurring in the workplace must notify their supervisor or department head within five days of the conviction, if employed by the Community Development Authority at the time of the conviction.

Any employee reporting for work under the influence of alcoholic beverages or illegal drugs, or using them during working hours may be referred to counseling or treatment, and may be subject to disciplinary action up to and including termination.

Employees who have problems with alcohol or controlled substances are encouraged to voluntarily contact the **Employee Assistance Program (EAP)** for referral to counseling or treatment programs. Early diagnosis and treatment of chemical or alcohol abuse is in the best interests of the employee and the Community Development Authority. Voluntary contact with the EAP is confidential.

### **Smoking**

Smoking is not permitted at any time in all Community Development Authority buildings, facilities, grounds, and equipment.

### **Workplace Violence Prevention Policy**

The Community Development Authority is committed to maintaining a safe environment and preventing workplace violence. All employees should be treated with courtesy and respect at all times. Conduct that threatens, intimidates, or coerces another employee, a resident, or a member of the public at any time, including off-duty periods, will not be tolerated.

In an effort to prevent violence that may occur during business hours or on Community Development Authority premises, the Community Development Authority has developed these guidelines to identify and define prohibited conduct, which includes, but is not limited to the following:

- Physically or verbally threatening another individual;
- The intentional destruction or threat of destruction of Community Development Authority property or a co-employee's property while at work;
- Harassing or threatening phone calls or written communications;
- Stalking;
- Advocating or threatening the illegal use of weapons or bombs;
- Threats or attempts to commit suicide;
- Fighting;
- Horseplay; or
- Advocating or threatening revenge based upon a workplace occurrence.

Employees are prohibited from possessing weapons, including but not limited to, firearms, knives, and other dangerous instrumentalities or hazardous devices on Community Development Authority premises during business hours.

All threats of violence, violent acts, potentially volatile situations, and all conduct prohibited by this policy should be reported as soon as possible to the Executive Director or Public Housing Manager. This includes threats by employees, as well as threats by residents, vendors, solicitors, or other members of the public. Reports should be as specific and detailed as possible. Additionally, any emergency, crisis, or situation posing imminent danger should be immediately reported to the Police and then to the Executive Director or Public Housing Manager.

The Community Development Authority will promptly and thoroughly investigate all reports. The identity of the individual making a report will be protected as much as is practical. No person will be subject to retaliation or reprisal because of making a report. In order to maintain workplace safety and the integrity of its investigation, the Community Development Authority may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of violence; violent acts or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The Community Development Authority encourages employees to bring their disputes or differences with other employees to the attention of the Executive Director or Public Housing Manager before the situation escalates into potential violence.

### **Electronic Communications**

The Community Development Authority's electronic communication resources are available to assist you to successfully perform your job duties. They are not intended for misuse or excessive personal use. The Community Development Authority strives to protect its employees, its residents, and the public from inappropriate use of the Community Development Authority's electronic communication resources, and to ensure that the use of these resources is consistent with the Community Development Authority's objectives and goals. This policy applies to, but is not limited to the following list of the Community Development Authority's electronic communication resources available now or in the future:

- Computers,
- Computer networks,
- E-mail (both Internet- and Intranet-based),
- Telephone systems (including voice-mail),
- Faxes,
- Mobile (cell) phones,
- Pagers,
- Personal digital assistants (PDA's),
- Software and hardware resources,
- Intranet,
- Internet,
- Video conferencing (webinars and conference calls),
- Closed-circuit television, or
- Documents, files, or other information contained in these resources.

Employees should utilize the Community Development Authority's electronic communication resources in a professional and thoughtful manner. Employees are responsible for the content of communications that they access, create, transmit, receive, or store by means of these resources. With respect to "public" activities, such as visits to websites and other Internet use, employees are associated with the Community Development Authority and must conduct themselves accordingly. Employees are strictly prohibited from engaging or attempting to engage in the following acts, including, but not limited to:

- Engaging in any illegal activities;
- Transmitting or accessing defamatory, threatening, offensive, suggestive, obscene or harassing materials, including adult material, pornography, and "off-color jokes;"
- Transmitting or accessing racist, sexist or other "hate" materials, materials that advocate illegal acts, or materials that advocate violence or discrimination toward others;
- Transmitting or installing destructive programs or files (such as a worm or virus) or unauthorized software, or any actions intended to damage or place an excessive load on a computer system or network;
- Spamming, chain letters, multi-level marketing, mass, or un-solicited e-mails;
- Disabling or changing the configuration of any anti-virus software preloaded on a workstation or failing to scan attachments with anti-virus software before opening;
- Accessing, reviewing, duplicating, installing, damaging, removing, tampering with, or modifying computer systems, programs, documents, databases, applications, accounts, access codes, user profiles, passwords, existing files, or Intranet sites;
- Concealing, altering, forging, or obscuring their identities or another's identity as the source of a communication or accessing electronic communication resources by using another's password;
- Circumventing data or system firewalls or security measures or accessing unauthorized information;
- Intercepting, redirecting, or otherwise interfering with e-mail or other communications intended for others;
- Gaining access to any third-party computer system or to any unauthorized Community Development Authority electronic communication resource;
- Violating the Community Development Authority policies and procedures relating to electronic communication resources;
- Engaging in gambling or external chat room activities;
- Soliciting or advertising for non-Community Development Authority purposes;
- Personal cell phone/text messaging during working hours which interferes with work duties; or
- No use of personal/office cell phones/two way radios in PHA vehicles/equipment while the vehicle/equipment is in motion.

- Personal cell phones or devices shall not be used for Community Development Authority business.

Employees have no legitimate expectation of privacy in any use of the Community Development Authority's electronic communication resources. Electronic communication resources and data, information, messages, or other communications created, accessed, or distributed through them are the property of the Community Development Authority. In accordance with applicable law, the Community Development Authority can, at any time, with or without notice, intercept, or investigate any use of its electronic communication resources, and can retrieve, display, and review the contents of any communication to or from an employee. Employees should be aware that the Community Development Authority's electronic communication resources will be monitored by authorized personnel to ensure compliance with this policy.

### **Community Development Authority Equipment and/or Vehicles**

Vehicles or equipment owned by the Community Development Authority may not be used for personal business of any kind unless specific permission has been given by the Executive Director or Public Housing Manager. Seat belts must be used at all times. No one may use tobacco in any Community Development Authority vehicle.

Any employee whose duties include the operation of Community Development Authority vehicles who is cited for D.U.I. or for any other serious moving violation must report that citation to the Executive Director or Public Housing Manager within twenty-four (24) hours or the next working day, whichever is longer.

All employees who drive Community Development Authority vehicles must be insurable, present proof of insurance, and authorize release of their driving records. No weapons are allowed in Community Development Authority vehicles.

If an employee receives a traffic citation while operating a Community Development Authority vehicle, the employee will be responsible for paying any fine or penalty. Traffic citations must be reported to the Executive Director or Public Housing Manager within twenty-four (24) hours or the next working day, whichever is longer.

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify your immediate supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The immediate supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action, up to and including payment for equipment damage and/or termination of employment.

### **Workplace Rules of Conduct**

One of the Community Development Authority's most paramount principles is to demonstrate respect and dignity in client service and interactions with each other.

The following are basic guidelines which foster respect and dignity:

- Treat people the way they want to be treated, not the way you THINK they should be treated.

- What might be amusing to you may not be amusing to some one else. THINK before you speak.
- All employees must be treated with respect.
- All employees get along with co-workers.
- Explain WHY when you can. People accept things better if they know why you want them to do it. None of us likes to be told, "This is the way it is."
- Recognize someone when he/she does a good job or shows improvement in an area. Positive feedback can and should come from all sources.
- Avoid gossiping about co-workers. Gossip hurts people.
- Your extra efforts will pay off for both you and your co-workers.
- The above list is not all encompassing or all inclusive.

To assure orderly operations and provide the best possible work environment, Community Development Authority from time to time establishes general work rules. Although it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of the types of infractions which can result in disciplinary action up to and including termination. In order to avoid such severe consequences, just follow simple common sense, read and understand this list of examples, and ask management before engaging in any questionable activity. Many of these policies and rules are outlined elsewhere in this handbook. Examples of workplace rules of conduct for which you may be subject to immediate discharge or disciplinary action as set forth in the "Disciplinary Action" section above include, but are not limited to:

- Insubordination or lack of cooperation.
- Failing to follow instructions of or to perform work as requested.
- Failing to meet reasonable standards of efficiency and productivity, or otherwise unsatisfactory job performance and/or repeated substandard work.
- Unauthorized or excessive absences (including failure to report for work, late arrival, early departure or unauthorized absence from duty) from work.
- Excessive break time or repeatedly attending to personal affairs on work time.
- Sleeping or giving the appearance of sleeping on Community Development Authority property or during the time in which the employee is supposed to be working.
- Abusing, damaging, wasting, stealing, inappropriately removing, or possessing Community Development Authority property, records, or the property of other employees.
- Falsifying your employment application or making misrepresentations on any other personnel records.
- Falsifying Community Development Authority reports or committing fraud with regard to any records (including time sheets, expense accounts, absence excuse, etc.).
- Failure to prepare and submit required reports and/or records in a timely manner.
- Fighting, threatening violence, or otherwise starting a disturbance on Community Development Authority premises or while performing job duties, including, but not limited to, assaulting or intimidating a Community Development Authority employee or non-employee.
- Unauthorized possession of firearms, knives, weapons, explosives, or dangerous substances while performing job duties or on Community Development Authority premises.

- Reporting to work in a condition unfit to perform your duties, including reporting to work with measurable amounts of illegal drugs, intoxicants, or controlled substances in your system or being under the influence of alcohol or drugs or controlled substances.
- Possessing, consuming or selling alcohol, illicit drugs or controlled substances on Community Development Authority premises or while performing your job duties.
- Violating a Community Development Authority safety, fire prevention, health, or security rule, policy or practice -- or creating or contributing to unhealthy or unsanitary conditions.
- Smoking in unauthorized areas.
- Acting in conflict with the interests of Community Development Authority.
- Boisterous or disruptive activity in the workplace.
- Conduct leading to damage of employer-owned or client-owned property.
- Disclosing confidential Community Development Authority information without authorization.
- Unauthorized solicitation or distribution on Community Development Authority property.
- Performing work other than Community Development Authority assignments during working hours.
- Calling in absent after refusal of request for time off.
- Using profanity.
- Sexual, racial or other unlawful harassment, or any violation of the Professional Conduct Policy and Prohibition Against Harassment.
- Failing to fully cooperate in any Community Development Authority investigation.
- Failing to notify Community Development Authority of an accident as soon as possible.
- Abuse of phone or other communication systems for personal use.
- Entering a restricted area without authorization.
- The above list is not all encompassing or all inclusive.

## **Employee Benefits**

The Community Development Authority reserves the right to amend or terminate any of its fringe benefit programs or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion. This reserved right may be exercised in the absence of financial necessity, including premium contributions. Whenever an amendment is made to any of the Community Development Authority's benefits programs, the Executive Director will submit the amendment to the Community Development Authority Board of Commissioners for review and approval. The Executive Director or Public Housing Manager will notify plan participants of all approved amendments or plan terminations.

Regular full-time employees may choose to be included in the Community Development Authority's group insurance programs. All such insurance programs shall be selected by and may be changed by the employer. All programs administered by the Community Development Authority are subject to Department of Employee Trust Funds regulations. Regular part-time employees may elect to participate in the plans and, if so, shall pay a prorated share of the programs.

New employees electing to participate in either the health insurance plans shall be eligible for coverage on the first day of the month following their hire date or following the receipt of the application by the Community Development Authority, whichever occurs later. Enrollment shall be subject to compliance with Department of Employee Trust Fund Dual Choice Program regulations.

An employee may be eligible to continue the Community Development Authority's group coverage in accordance with state and federal law under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) in the event of a qualifying event. This may occur as a result of termination, layoff, reduction in hours, injury or illness, or in the event an employee is on military leave, jury duty, or other leave of absence. All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified beneficiaries of their right to elect continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Continued participation will be solely at the participant's expense.

The detailed benefits and provisions of the group health insurance plan are explained in the reference and decision guides of Group Health Insurance Plans document provided to employees by the administrator of the plan. These documents are available for review at the 1300 Briggs Court Main Office.

Your contribution toward the monthly insurance premium(s) is made through convenient payroll deductions twice a month.

No employee shall make any claim against the employer for additional compensation in lieu of or in addition to the Community Development Authority's contribution because she/he does not qualify for the family plan.

If two employees are in dependency status to each other, only one of the employees may carry the family plan(s).

Employees who are in non-pay status, i.e., (a) during a layoff, or (b) on leave of absence are required to pay the full cost of the insurance programs. This provision is not applicable to employees on approved FMLA leave.

The Community Development Authority may from time to time change the employer funding percentages, the insurance carrier and/or opt to self-fund provided that any such change does not significantly change the level of benefits then in effect.

Benefits described below apply to the 2012-2013 year only, unless changed.

### **Health Insurance**

Community Development Authority employees are eligible to participate in a comprehensive health insurance plan which includes hospitalization, surgical/medical, and major medical coverage. Currently, employees contribute 12% of the health insurance premium on a monthly basis.

Employees who retire from the Community Development Authority are eligible to continue coverage under the Community Development Authority plan. Contact the Public Housing Manager for details.

### **Dental Insurance**

The Community Development Authority does not currently offer dental insurance, unless offered in the particular plan selected.

### **Life Insurance**

Employees are eligible to enroll in two (2) term policies.

The Community Development Authority pays for a \$5,000 term policy for each employee, with a company of its choice. If you continue to work past age 65, the policy value reduces to 65% at age 65, 50% at age 70, and 35% at age 75.

After being employed by the Community Development Authority for six (6) months, or having participated under the Wisconsin Retirement System prior to being hired by the Community Development Authority for a period of six (6) months, employees are eligible to participate in the life insurance offered through the Department of Employee Trust Funds. The amount of insurance is determined by the employee's previous year's annual salary (for new employees it is based on your estimated earnings in the current year) and is optional. The Community Development Authority pays 20% of the premium.

An employee may include coverage for his/her spouse and/or dependent(s). There are two separate units of spouse and dependent coverage available. The per unit monthly cost remains the same regardless of the number of dependents covered. For specific information regarding this coverage, contact Department of Employee Trust Funds.

If an employee is on an authorized personal leave of absence, payment of the premium to the Community Development Authority will continue coverage.

If an employee becomes totally disabled as a result of injury or disease while actively employed, the Community Development Authority must certify the disability for an indefinite time by submitting a waiver of premium to the Department of Employee Trust Funds. This will continue insurance coverage without further payment as long as the employee is totally disabled. The employee will be asked from time to time to submit proof of his/her continued total disability.

At age 65, the face value of the policy drops to 75% of the value prior to your birthday. At age 66, it drops to 50% and at age 67, it drops to 25% and remains at this level thereafter.

## **Vision Insurance**

Vision insurance is currently provided through Vision Service Plan, Inc. and is completely optional. The Community Development Authority makes no contributions for the premiums. The entire premium is the responsibility of the employee. Contact the Public Housing Manager for a list of premium options and costs.

## **Income Continuation Insurance**

After being employed by the Community Development Authority for six months, or having participated under the Wisconsin Retirement System prior to being hired by the Community Development Authority of a period of six (6) months, employees are eligible to participate in the Income Continuation Insurance Plan administered by the Department of Employee Trust Funds. The Community Development Authority pays the premium for a six month (180 day) waiting period for each employee choosing to participate. An employee may shorten the waiting period, if they choose, to 120 days, 90 days, 60 days, or 30 days, by paying the additional premium required.

The benefits payable are up to 75% of gross salary payable at the end of the month after exhaustion of your selected waiting period. Disability benefits can continue for the length of your disability, however benefits cease at normal retirement age.

If you become disabled the premiums are waived effective the first of the month following the date benefits eligibility begins. The waiver is effective for as long as you continue to be eligible to receive benefits.

## **Voluntary Benefits**

The Community Development Authority offers deferred compensation program. Complete details of these plans will be available to new employees and at various times during the year.

## **Section 125 Premium Conversion**

The Community Development Authority has a Section 125 premium conversion plan available to all employees who have a health insurance contribution. This plan enables you to pay your insurance contributions with pre-tax dollars rather than after-tax dollars.

## **Pension**

All eligible employees will be covered under the Wisconsin Retirement System (WRS) and all employees shall contribute the employee's share as established by law. The Community Development Authority shall pay the required employer contribution.

## **Worker's Compensation**

Employees eligible for Worker's Compensation benefits shall be allowed to exercise one of the following options:

- 1) Receive the Worker's Compensation benefit with no deduction from accumulated sick leave; or
- 2) Receive the Worker's Compensation benefit and be paid the difference between their regular pay based upon a normal work week and the Worker's Compensation benefit with the Community Development Authority charging the employee's sick leave account with the number of hours that equal the cash differential between the Worker's Compensation and regular pay.

When the employee's sick leave account is exhausted or the employee has used sick leave as income continuation for a period of ninety (90) work days, whichever occurs first, the employee will receive Worker's Compensation payments only.

### **Holidays**

The following holidays are observed:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Floating Holiday - The date of the floating holiday shall be agreed upon between the employee and the supervisor in order to not disrupt the efficiency of the department.

Holiday pay will be calculated based on the employee's regular pay rate (as of the date of the holiday) times eight hours or if part time, prorated for the number of hours worked. All regular full-time, part-time, and introductory employees are eligible for holidays if they are in paid status the day before and the day after the holiday.

Temporary employees are not eligible for holiday pay. Employees on unpaid leave are typically not eligible for holiday pay (see FMLA policy for exception). Employees on approved leave are considered working if a holiday falls in their vacation period and shall not be charged leave time for that day. To be entitled to holiday pay for an authorized paid holiday, an eligible employee must either be present at work or on approved leave with pay the workdays scheduled immediately preceding and following a paid holiday. If an absence is unauthorized for either of these days, holiday pay will not be paid.

If any of these holidays fall on a Saturday the preceding Friday, or if any of these holidays fall on a Sunday, the following Monday shall be considered a holiday for pay purposes.

Non-Exempt employees who work on a holiday shall be paid at the rate of double-time of the employee's regular rate.

### **Vacation Leave**

Vacation is earned and accrues from the day you begin work and is granted yearly on an anniversary basis. Vacation cannot be granted until an employee's original evaluation period has been successfully completed. An original evaluation period is the six-month period served upon appointment to an employee's regular position. If an employee is terminated for disciplinary reasons with less than one year of service, no vacation time is given.

Vacation is granted on the following schedule:

Time in Service	Leave Earned
After 1 year	5 days
After 2 years	10 days
After 7 years	15 days
After 13 years	20 days
After 20 years	25 days
After 25 years	26 days
After 26 years	27 days
After 30 years	30 days

Department heads are eligible for 15 days of vacation after one year of service and have the option of taking up to one week after completing probation. After seven years they follow the preceding schedule.

Managers and supervisors are eligible for 10 days of vacation after one year of service and have the option of taking up to one week after completing probation. After seven years, they will also follow the preceding schedule.

Employee's eligible for the benefit will accrue vacation time from his/her anniversary date forward. On the anniversary date, the amount of vacation earned for the previous year will be posted to the employee's payroll record. An employee may use accrued vacation prior to the posting date with his/her supervisor's approval.

Vacation must be requested in advance and will be granted insofar as the needs of the department will permit. If vacation cannot be arranged due to work schedules, your supervisor may request permission in writing from the Executive Director or Public Housing Manager to carry over vacation to the first six months of the ensuing year or it is automatically canceled.

An employee eligible for three or more weeks of vacation may carry one week over into the following year. Prior written approval should be received from the Public Housing Manager or the Executive Director. Approval is given only for unusual circumstances due to work responsibilities.

Upon termination from the Community Development Authority, the employee will be paid for any unused earned vacation.

### **Sick Leave**

#### ***Accumulation***

Full-time employees receive eight hours of sick leave for each month of employment with unlimited accumulation.

#### ***Use***

Sick leave must be accumulated before it can be used. Sick leave shall be allowed when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. The employee shall notify the department of his/her intent to take sick leave no later than 30 minutes after the beginning of the regular work day.

With approval from the Executive Director or Public Housing Manager, sick leave may also be used for the employee's medical and dental appointments or to attend to a member of the employee's family (see Family Leave). The employee's supervisor may require a doctor's statement for any requested sick leave.

### ***Abuse***

Employees who abuse sick leave shall be subject to disciplinary action, up to and including termination.

### ***Sick Leave Conversion***

Employees who retire from the Community Development Authority at the retirement age based on their Wisconsin Retirement Fund category, or retire due to a disability and apply for a retirement annuity from the Wisconsin Retirement Fund, may have up to a maximum of 130 days of unused sick time converted to a monetary value. The value will be the number of days of accumulated sick leave multiplied by the normal daily rate of pay received immediately prior to retirement. This amount shall be available to the employee to pay the full hospital and surgical insurance costs charged to the employee by the company carrying the Community Development Authority's group health insurance.

### ***Post-Employment Health Plan***

The Community Development Authority agrees to establish a Post-Employment Health Plan in accordance with applicable sections of the Internal Revenue Service Code. Retiring employees who meet the requirements above will be required to "convert" accrued sick leave and unused vacation into their "PEHP" account.

The employee and/or surviving spouse may remain on the group health plan as long as the premium is paid in full by the employee or surviving spouse through deductions from their sick leave credit or cash payment.

### **Perfect Attendance Leave**

If an employee does not utilize sick leave during the first six months of the calendar year (January – June) the employee will be credited with an additional day of sick leave or at the employee's option, a personal day. If an employee does not utilize sick leave during the second six months of a calendar year (July – December), the employee will be credited with an additional day of sick leave or at the employee's option, a second personal day.

### **General Leaves of Absence**

An employee may request leave without pay. Leaves without pay shall not exceed thirty (30) calendar days unless approved by the Community Development Authority Board of Commissioners. As a general practice, the Community Development Authority will review and evaluate these requests based on the following criteria:

1. Length of leave requested;
2. Reason for the leave;
3. Recommendation of department head;
4. Current workload;
5. Operational needs of the department;
6. Exhaustion of all other applicable and/or available leave;
7. Length of employee's continuous service;
8. Prior disciplinary record;
9. Performance evaluations;
10. Annual patterns of sick leave usage.

In no case shall a leave of absence be granted for the purpose of accepting employment with another employer. During the period of leave of absence, no benefits shall accrue to the employee. Participation in group insurance plans can be maintained during leave of absence provided that the employee pays the full cost.

Employees who take leave without pay will not accrue vacation, sick leave, or other types of leave during their period of unpaid leave.

### **Military Leave Policy**

Military leaves of absence will be granted in accord with all requirements of State and Federal law including the Family and Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA). All employees requesting military leave must notify the Executive Director or Public Housing Manager prior to said leave unless precluded by military necessity. The notice must be in writing and include a copy of the employee's military orders and/or training schedule.

- Reserve Training: Employees who are members of a reserve component of the military forces of the United States or the State of Wisconsin shall be paid the difference, if any, between their regular pay and their military pay for the training period involved, but not to exceed two (2) weeks in the calendar year.
- Active Duty: In the event of a national or state emergency, employees may take an extended military leave of absence without pay if ordered to active duty. Any employee on military leave of absence may continue group insurance plan coverage provided that the employee shall pay the full costs.

Compliance with USERRA: All military leave from the Community Development Authority is subject to USERRA. Employees should consult the Human Resources Department for answers to more specific questions about military leave and USERRA.

### **Bereavement Pay**

The Community Development Authority recognizes the need for employees to have time to make arrangements, handle family matters, and attend funerals when a close or extended member of their family dies. The Community Development Authority shall grant bereavement pay to employees as follows:

- Death in Immediate Family - Up to three days of leave is provided. Immediate family includes an employee's spouse, children, grandchildren, father, mother, brother, sister, spouse's parents, counterpart step relatives or any person who had resided with the employee immediately preceding the person's death.
- Death in Extended Family – Up to one day of leave is provided. Extended family includes an employee's brother-in-law, sister-in-law, uncle, children's spouses, aunt, uncle, niece, nephew, great grandchildren, and grandparents.

Any additional time off requested as paid or unpaid leave may be available for use by employees if the circumstances warrant. Employees should contact their supervisor to discuss any requests and exceptions may be granted at the discretion of the Executive Director or Public Housing Manager.

### **Jury Duty**

Regular full-time employees who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid the difference between the jury or witness duty fees and their regular earnings. When released from jury or witness duties employees shall immediately return to their job and

complete the scheduled work day. Employees shall not be entitled to overtime or shift differential under this provision. Part-time employees are not eligible for paid time off for jury duty but shall be allowed to modify their work schedule to accommodate such duty when reasonably possible.

### **Family and Medical Leave “FMLA”**

Child rearing, family illness, and employee medical leave are available to employees as specified below. The intent of this Policy is to comply with both the Wisconsin and Federal Family and Medical Leave Acts. Should this policy conflict in any way with the applicable federal and state statutes or regulations, or the terms of more generous provisions in a collective bargaining agreement, then the statutes, regulations, or collective bargaining agreement shall control to the extent required by law.

### ***General Requirements***

1. **Eligibility**: Employees who have been employed by the Community Development Authority for one year and who have worked one thousand (1,000) hours during the preceding fifty-two (52) weeks are eligible, upon request, for child rearing, family illness, or employee medical leave as provided under this policy. Employees, are to submit written requests for such leaves.
2. **Length of Child Rearing and Family Illness and Employee Medical Leave**: The federal Family/Medical Leave Law provides twelve (12) weeks of family and medical leave in a "twelve (12) month" period. For purposes of the federal law, the "twelve (12) month" period is measured from July 1 to June 30.

Under state law, an employee is entitled to six (6) weeks of child-rearing leave, two (2) weeks of family illness leave, and two (2) weeks of employee medical leave in a calendar year.

State, federal and Community Development Authority leaves provided for the same purposes run concurrently; that is, if the leave qualifies as a Community Development Authority leave, plus federal and state leave as well, the leaves run concurrently. For example, sick leave used for an employee's medical condition may also qualify as employee medical leave under state and federal law and, as such, is also deducted from an employee's leave entitlement under state and federal laws.

3. **Definitions**:
  - a. **Serious Health Condition** - Under this policy, a 'serious health condition' is considered to be a disabling physical or mental illness, injury, impairment, or condition involving any of the following:
    - i. Inpatient care in a hospital, nursing home, hospice, or residential medical facility; or
    - ii. Outpatient care that requires continuing treatment or supervision by a health care provider.

Whether the leave requested falls in the category of federal FMLA leave or state FMLA leave, a physician is required to certify the “serious health condition” within the meaning of law involved.

- b. **Week** - Generally, "week" for purposes of partial absence leave means five (5) work days of leave.
- c. **Leave Deductions** - For each work day or work week that an employee works fewer than the regularly scheduled hours for that employee by using partial or intermittent absence leave, the specific amount taken will be deducted for purposes of computing leave taken and leave remaining.

## ***Child Rearing Leave***

1. Purpose: Unpaid child rearing leave may be used within sixteen (16) weeks prior to, or within twelve (12) months following:
  - a. The birth of the employee's natural child; or
  - b. The placement of a child with the employee for adoption or as a precondition to adoption under Wisconsin Sec. 48.90(2), Stats., but not both; or
  - c. The placement of a child with the employee for 24-hour foster care that is made by or with agreement of a government agency.
2. Length of Child Rearing Leave: In a twelve (12) month period, no employee may take more than twelve (12) weeks of federal child rearing leave. No more than twelve (12) weeks leave can be taken for the birth of any one child. If both the mother and father of a child are employed by the Community Development Authority, and they both desire child rearing leave, they are generally only entitled to a combined total leave of twelve (12) weeks. Child-rearing leave provided under federal law generally runs concurrently with the 6 weeks of child-rearing leave provided under state law.
3. Substitution: An employee may substitute a maximum of six (6) weeks of accrued leave, such as vacation or sick leave, for the first six of the otherwise unpaid twelve (12) week leave period. After the first six weeks, the employee may choose, or the Community Development Authority may require, that accrued paid vacation or certain other leave (but not sick leave), be substituted for part or all of the remaining leave period.

For the first six weeks of leave within sixteen (16) weeks prior to or after the child-rearing event (e.g., birth of child), an employee may take child rearing leave as an intermittent or as a partial absence from employment in increments of no less than 4 hour(s). An employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt the Community Development Authority's operations. To comply with this requirement, an employee is to provide the Community Development Authority, in writing, with the employee's proposed schedule of intermittent or partial absences no less than one (1) week before the schedule of absences is to commence. The schedule must be of a sufficient definiteness that the Community Development Authority is able to schedule replacement employees, if necessary, to cover the absences. Partial or intermittent leave must terminate within sixteen (16) weeks following the birth, adoption, or foster placement of a child. Any remaining child-rearing leave must be taken in a single block.

4. Scheduling Child Rearing Leave: An employee is to submit a written request for child rearing leave no less than two weeks before the leave is to commence and must schedule the leave after reasonably considering the Community Development Authority's needs. If the date of the birth, adoption, or foster care placement requires leave to begin sooner, the employee shall provide notice as soon as practicable.

## ***Family Illness Leave***

1. Purpose: Unpaid family illness leave may be used to care for the employee's spouse, child, parents, or spouse's parent if they have a serious health condition as defined by law.
2. Length of Family Illness Leave: In a twelve (12) month period, no employee may take more than twelve (12) weeks of federal family illness leave for the employee's spouse, child, or parents. The federal leave generally runs concurrently with the two (2) weeks of family illness leave provided under state law in a

calendar year. A maximum of two (2) weeks of family illness leave may be taken for a spouse's parent in a calendar year (i.e., January-December).

3. Substitution: An employee may substitute a maximum of two (2) weeks of paid accrued leave, such as vacation or sick leave, for the first two weeks of the otherwise unpaid twelve (12) week leave period. After the first two weeks, the Community Development Authority may require that any paid vacation be substituted for part or all of the remaining leave period.
4. Scheduling Family Illness Leave: An employee must consider the needs of the Community Development Authority when scheduling family illness leave.
  - a. If an employee intends to use family illness leave for a planned medical treatment or supervision of a family member, the employee is to do the following:
    - i. Give the Community Development Authority two (2) weeks advance written notice of the intent to take such leave and the reason for the needed leave. Failure to provide two (2) weeks notice of a foreseeable leave may result in a denial of the leave. The notice must identify the planned dates of the leave to be taken. This requirement may be waived in emergency situations.
    - ii. Schedule the medical treatment or supervision so that it does not unduly disrupt the Community Development Authority 's operations. This requirement may be met by providing the Community Development Authority with a proposed schedule for the leave with reasonable promptness after the employee learns of the probable necessity of the leave and, except in the event of an emergency, the schedule must be of sufficient definiteness that the Community Development Authority can schedule replacement employees, if necessary.
    - iii. Provide the required medical certification.
  - b. When medically necessary, an employee may take family illness leave as an intermittent or as a partial absence from employment in increments of no less than 4 hour(s). An employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt the Community Development Authority 's operations. To comply with this requirement, an employee must provide the Community Development Authority, in writing, with the employee's proposed schedule of partial absences with reasonable promptness after the employee learns of the probable necessity of such leave.

### ***Employee Medical Leave***

1. Purpose: Unpaid medical leave may be used by an employee who has a serious health condition as defined by law which makes the employee unable to perform his or her job duties.
2. Length of Medical Leave: No employee may take more than twelve (12) weeks of federal medical leave in a twelve (12) month period. This leave generally runs concurrently with the two (2) weeks of employee medical leave provided under state law.
3. Substitution: An employee may choose that any paid accrued leave, such as vacation or sick leave, be substituted for part or all of the otherwise unpaid twelve (12) week leave. After the first two weeks, the Community Development Authority may require that any accrued leave, such as vacation, be substituted for part or all of the remaining leave.

4. Scheduling Employee Illness Leave: An employee may schedule medical leave as medically necessary.
- a. If an employee intends to use family illness leave for a planned medical treatment or supervision of a family member, the employee is to do the following:
    - i. Give the Community Development Authority two (2) weeks written advance notice of the intent to take a leave and the reason for the needed leave. Failure to provide two (2) weeks notice of a foreseeable leave may result in a denial of the leave. The notice must identify the planned dates of leave to be taken. This requirement may be waived in emergency situations.
    - ii. Schedule the medical treatment or supervision so that it does not unduly disrupt the Community Development Authority's operations. This requirement may be met by providing the Community Development Authority with a proposed schedule for the leave with reasonable promptness after the employee learns of the probable necessity of the leave and, except in the event of an emergency, the schedule must be of sufficient definiteness that the Community Development Authority can schedule replacement employees, if necessary.
    - iii. Provide the required medical certification.
  - b. When medically necessary, an employee may take employee medical leave as an intermittent or as a partial absence from employment in increments of no less than 4 hour(s). An employee who does so shall schedule the intermittent or partial absence so it does not unduly disrupt the Community Development Authority 's operations. To comply with this requirement, an employee is to provide the Community Development Authority, in writing, with the employee's proposed schedule of partial absences with reasonable promptness after the employee learns of the probable necessity of such leave.

### ***Medical Certification***

If an employee requests a family illness or employee medical leave under this policy, the employee must obtain a Medical Certification Form. If so, this form must be completed by the employee plus the health care provider treating the family member or employee and returned within fifteen (15) days.

If the requirements for a certification are not complied with, the Community Development Authority may deny family illness or employee medical leave and the absence will be considered unexcused unless internal leave policies excuse the absence. The Community Development Authority may request a second health care provider opinion at the Community Development Authority's expense.

### ***Insurance and Benefits***

While an employee is on a child rearing, family illness, or employee medical leave the Community Development Authority will maintain group health insurance coverage under the conditions that applied before the leave began. If, prior to the leave, the employee was required to participate in the premium payments, an employee on leave is required to continue with his/her share of the premiums. An employee's failure to make the required payments may result in termination of the employee's insurance coverage. The Community Development Authority 's obligation to maintain health and dental benefits will stop if and when an employee informs the Community Development Authority of an intent not to return to work at the end of the leave period, if the

employee fails to return to work when leave entitlement is used up, or if the employee fails to make any required payments while on leave.

If the Community Development Authority chooses to do so, it may pay an employee's required premium payments while the employee is on leave. If the Community Development Authority does so and an employee does not immediately repay the Community Development Authority upon the employee's return to work, the Community Development Authority will deduct the amount of the payments from the employee's paycheck.

The Community Development Authority has the right to collect from an employee the health insurance premiums the Community Development Authority paid during a period of unpaid leave if the employee does not return to work after the leave entitlement has been exhausted or expired. An employee must return to work for at least 30 calendar days in order to be considered to have "returned" to work. However, an employee's liability to repay health insurance premiums does not apply if his or her failure to return to work is due to a serious health condition or specific circumstances beyond the control of the employee.

### ***Return From Leave***

1. Medical Certification: An employee returning from employee medical leave may be required to obtain medical certification from the health care provider that she/he is able to resume work.
2. Position: An employee returning from family and/or medical leave can return to his or her old position, if vacant, at the time the employee returns to work. If the position is no longer vacant, the employee may be offered an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Employees with questions in regard to FMLA leave should contact the Community Development Authority Executive Director.

### **Clothing and Equipment Allowance**

The Community Development Authority provides an allowance for steel-toed boots/shoes for the Maintenance staff. The allowance is \$100.00 per calendar year (January through December). The employee is required to submit and surrender the actual receipt (no photocopies accepted).

### **Continuing Education**

The purpose of this policy is to explain the Community Development Authority's policy regarding employee participation in classes, training courses, and seminars related to work.

### ***Tuition***

Tuition for classes related to your specific job are payable provided you secure the required **prior** supervisory approval, and there are sufficient funds within its budget.

### ***Books and Fees***

Charges for books and fees necessary for the approved class(es) are payable with prior supervisor approval.

### ***Payment Procedure***

Present your request for payment to your supervisor for approval. Turn in receipts for class registration fees and books as soon as possible.

### ***Reimbursement to Community Development Authority***

The employee will turn in their grade report when it is received. In the event the employee does not satisfactorily complete the class, they will reimburse the Community Development Authority for registration fees and books.

### ***Classes during Work Time***

Enrollment in classes to be held during normal work hours must be approved in advance by your supervisor.

### ***Classes Outside of Work Hours***

Compensatory time (straight hour for hour) for classes held outside of normal work hours is allowed only if class attendance is required by your supervisor. Compensatory Time is not allowed for EXEMPT employees.

### ***Additional Reimbursable Costs***

Other reimbursable expenses for seminars or training courses include travel costs, lodging, conference fees and meals, (see Travel Policy).

### ***Out-of-State***

Attendance at out-of-state seminars, conferences, or classes must be approved in advance by the Community Development Authority Board of Commissioners. Out-of-state travel does not include events held in Chicago or Minneapolis, which only require supervisory approval.

Known out-of-state conference requests for the upcoming budget year are to be submitted to the Public Housing Manager for evaluation prior to the budget process begins.

## **Employee Discipline**

Employment with the Community Development Authority is at will and either the employee or the Community Development Authority may terminate the relationship at any time, for any reason, with or without cause or notice. An employee of the Community Development Authority will be subject to disciplinary action or discharge at any time if the employee commits an offense for which discipline or immediate termination is appropriate, or if in the judgment of the Executive Director the employee's continued presence would be contrary to the well-being of the Community Development Authority and/or any other person. The employee shall be provided written pre-termination notice concerning the grounds for the anticipated action and an opportunity to respond prior to the final termination decision. If pre-termination notice is not practical, post-termination notice and an opportunity to respond (all to be completed within no more than 5 working days) will be provided, during which time the employee shall continue to be paid. When an employee violates a rule and the Community Development Authority decides against immediately terminating the employee, any of the following alternative disciplinary actions may be used as deemed appropriate:

**Verbal Counseling** The immediate supervisor may, in his or her discretion, counsel an employee and explain the nature of the complaint. An informal memorandum describing the incident shall also be placed permanently in the employee's personnel file. A warning period may also be imposed on an employee after counseling for work deficiencies. This period will allow the employee time to improve and will assist the Community Development Authority in determining whether continued employment is in the best interest of the employee and the Community Development Authority. If additional violations are committed, or the employee's performance does not improve to an acceptable level, and, in the judgment of the Community Development Authority, additional preliminary warnings are not warranted, the employee may be involuntarily terminated.

- **Written Warning:** The immediate supervisor may, at his or her discretion, issue a formal written warning to the employee explaining the nature of the complaint, noting any previous violations by the employee, and warning the employee that any further violations could lead to discharge.
  - The employee will be requested to sign an Acknowledgement of Receipt even though they may disagree with the warning, and are encouraged to note their disagreement on the warning notice. Refusal to sign the Acknowledgement of Receipt is considered insubordination. After a meeting between the employee and supervisor, this notice may also be delivered and acknowledged by e-mail.
  - A copy of the written warning should be placed in the employee's personnel file. If additional violations are committed, or the employee's performance does not improve to an acceptable level and, at the discretion of the Community Development Authority, additional preliminary warnings are not warranted, the employee may be involuntarily terminated.
- **Suspension:** The Executive Director may, at his or her discretion, suspend an employee at any time from work without pay for a period not to exceed (30) calendar thirty-days.
- **Involuntary Termination:** An employee of the Community Development Authority may be dismissed at any point during the disciplinary process once the employee has been provided written pre-termination notice concerning the grounds for the anticipated action and an opportunity to respond prior to the final termination decision.

If the employee disagrees with the actions taken, he/she may use the Grievance Procedure, if applicable.

## **Appendix 1: Grievance Procedure**

### **Purpose**

The purpose of this Policy is to set forth the procedure to be followed with respect to grievances by employees.

### **Definitions**

A grievance is defined as a dispute or misunderstanding regarding the actions of Community Development Authority of the City of Stevens Point officials with regard to the following:

- Employee termination

“Termination” includes an involuntary end to employment but excludes any of the following: a voluntary quit; a layoff or failure to be recalled from layoff at the expiration of any recall period; retirement; job abandonment such as “no-call, no-show” or failure to report to work; job elimination; job transfer; action taken pursuant to an ordinance other than an ordinance specifically addressing employee termination; death; or the end of the employment of a temporary, contract, casual, or part-time employee.

- Employee discipline

“Discipline” includes verbal reprimands; written reprimands; and suspensions without pay. Discipline does not include performance evaluations, performance improvement plans, or counseling (verbal or written) regarding job performance.

- Workplace safety

“Workplace safety” includes conditions of employment affecting an employee’s physical health or safety, the safe operation of workplace equipment and tools, environmental hazards, safety of work environment, personal protective equipment, and workplace violence.

### **Preliminary Procedures**

#### ***Written Grievance Requirements***

Written grievances shall include: (1) a summary of the facts pertaining to the grievance; (2) the issue(s) involved; (3) a listing of all parties involved; (4) the remedy sought by the employee; and (5) the employee’s signature **All employee termination grievances must be filed directly at Step 3 of the Grievance Procedure. All other grievances are initiated at Step 1 of the Grievance Procedure.**

#### ***Preliminary Grievance Steps for Grievances Involving Employee Discipline and Workplace Safety Issues***

- Step 1: Prior to filing a written grievance involving employee discipline or workplace safety issues, employees must first discuss their grievance with his/her Immediate Supervisor to determine if the grievance can be resolved.
- Step 2: If an employee discipline or workplace safety grievance cannot be resolved at Step 1, the employee must file a written grievance with the Executive Director no later than seven (7) calendar days from the date the employee first becomes aware of the discipline or workplace safety condition causing the grievance. The Executive Director shall respond to the grievance in writing within seven (7) calendar days of receipt of the written grievance.

### ***Appeal To Hearing Officer***

- **Step 3:** Grievances involving employee terminations and grievances involving employee discipline or workplace safety issue(s) which are not resolved at Step 3 may be appealed to an Impartial Hearing Officer (“Hearing Officer”). The written grievance involving employee termination or a request to appeal an issue considered at Step 2 must be filed with the Executive Director no later than seven (7) calendar days after the employee receives the Executive Director’s written response at Step 2 or the date that the employee was terminated.

On appeal, the Executive Director shall transmit the grievance, all grievance responses, and a copy of this Grievance Procedure to the Hearing Officer. As soon as is practicable thereafter, the Hearing Officer shall schedule a date for a hearing. The hearing shall be held at a mutually agreeable time in a public building and shall be open to the public unless the Hearing Officer otherwise directs.

### **Hearing Officer Proceedings**

#### ***Hearing Procedure***

The issue to be decided shall be determined by stipulation, if possible, or by the Hearing Officer if a stipulation cannot be reached. The Hearing Officer shall have the authority to administer oaths and issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. Any party requesting a subpoena from the Hearing Officer is responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded by a court reporter under the supervision and control of the Hearing Officer, unless another method of recording is mutually agreed to by the parties and approved by the Hearing Officer. All costs associated with the court reporter and preparation of a transcript of the hearing shall be evenly split between the parties. The Hearing Officer may only overrule a disciplinary action or termination if the action taken was arbitrary or capricious.

#### ***Hearing Officer Decision***

The Hearing Officer shall submit his/her decision with the reasons therefore in writing to the Executive Director and the employee within thirty (30) calendar days of the close of the hearing or the submission of the parties’ written briefs, if any, whichever is later, or on a later date mutually agreed upon by the parties.

### **Review**

#### ***Appeal to Community Development Authority Board***

- **Step 4:** Within fourteen (14) calendar days of the date that the Hearing Officer’s decision is mailed, either party may file with the Chairman of the Community Development Authority Board a written notice of appeal of the Hearing Officer’s decision to the Community Development Authority Board. Any such appeal shall be on the written record before the Hearing Officer. The written record shall be filed with the Community Development Authority Board within fourteen (14) calendar days of the notice of appeal. No formal hearing shall be held before the Community Development Authority Board. The Community Development Authority Board shall receive no further evidence or exhibits on the matter but may request additional written submittals of the parties on matters which were raised before the Hearing Officer or, at its discretion, meet with the parties to review the matter. The Community Development Authority Board may retain outside counsel if necessary during the process.

### ***Community Development Authority Board Decision***

- Step 5: Within sixty (60) calendar days of the receipt of the written record, the Community Development Authority Board shall issue its written decision and mail a copy of the decision to the last known address of the employee or the employee's representative. The Hearing Officer's determination may be affirmed, modified, or reversed by the Community Development Authority Board. The Community Development Authority Board's decision shall be final and binding on the parties. There shall be no subsequent right of appeal.

### **Hearing Officer Selection**

#### ***Qualifications/Selection***

The Community Development Authority may contract with a Hearing Officer to hear and determine appeals at Step 3. Any Hearing Officer so engaged shall not be a current Community Development Authority employee or receiving any compensation or benefits from the Community Development Authority other than those described below.

The Executive Director, or designee, may create a permanent or ad hoc panel of three (3) individuals who are willing to serve in the capacity of Hearing Officer and who are experienced in personnel matters and who are either active or retired attorneys, retired members of the judiciary, retired administrative staff, or currently on the list of arbitrators or mediators for the Wisconsin Employment Relations Commission or the Federal Mediation and Conciliation Service. The Hearing Officer shall be selected by a drawing of one of the three individuals from the panel, with the parties present when the drawing takes place unless otherwise agreed upon. A "flip" of a coin shall determine which party draws the name of the Hearing Officer. The party winning the "flip" may choose to draw or defer the draw to the other party.

#### ***Compensation***

The Hearing Officer shall be compensated at the Hearing Officer's regular rate for the hearing, travel time, and time spent preparing a written decision. The compensation for the Hearing Officer will be split evenly between the grievant and the Community Development Authority.

### **Settlement of Grievance**

A grievance shall be considered waived if not filed or appealed within the designated grievance timelines. Dissatisfaction is implied in recourse from one step to the next step. A grievance shall be deemed settled and dismissed at the completion of any step in the grievance procedure if all parties concerned are mutually satisfied or the grievance has not been timely processed to the next level. All settlements shall be in writing and signed by the employee in question and the appropriate Community Development Authority official(s) involved at the step level that the grievance was settled.

### **Revisions/Updating**

This Policy may be revised, updated, or repealed by the Community Development Authority at any time.

# Community Development Authority of the City of Stevens Point

## *Employee Acknowledgement of Receipt and Understanding of Employee Handbook*

I have received a copy of the Handbook. I understand that this revision supersedes all other previous versions of the policies that are addressed in this handbook and I will destroy all other versions.

I know that I must understand the information contained in the handbook so that I may comprehend my rights and responsibilities as an employee of the Community Development Authority of the City of Stevens Point. I also know that if I have any questions concerning any of this information, I am to talk with my supervisor or the Executive Director.

**I understand that the handbook is not an employment contract, but it is an explanation of the Community Development Authority of the City of Stevens Point's policies and procedures. I realize that the District may interpret, clarify, revise, and/or deviate from the procedures set forth in this handbook. I also realize the employment relationship between the Community Development Authority of the City of Stevens Point and me is terminable at will by either party and that nothing in this handbook creates additional rights or provides a basis for me to believe my employment is not terminable at will.**

My signature on this form indicates that I agree to abide to all terms and provisions designated in the Employee Handbook and will comply with those policies and procedures as they are written and as they may be modified from time to time. I understand that if I fail to abide by these policies I can be disciplined, up to and including termination.

I understand that the Community Development Authority of the City of Stevens Point reserves the right to access, monitor, and retrieve emails, voicemails, computer files, Internet records, and any other information contained on or within the Community Development Authority of the City of Stevens Point computer system at any time, at the Community Development Authority of the City of Stevens Point's sole discretion, and I have no expectation of privacy regarding my use of this electronic data.

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Employee Signature

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Date

**SITE ASSESSMENT GRANT CONTRACT**

**BETWEEN**

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

**AND**

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT**

This Contract is entered into by and between the successor to the economic and community development operations of the Wisconsin Department of Commerce, the Wisconsin Economic Development Corporation (“WEDC”) and the Community Development Authority of the City of Stevens Point (“Recipient”).

**WHEREAS**, the Recipient has applied to WEDC for economic development assistance under the Site Assessment Grant (SAG) program, as established by Section 238.133 of the Wisconsin Statutes, to undertake activities consistent with the program requirements and;

**WHEREAS**, the Recipient meets the eligibility requirements and will comply with all requirements under Section 238.133 of the Wisconsin Statutes for awarding a grant under that section and;

**WHEREAS**, WEDC has approved an award to the Recipient of up to Thirty Four Thousand Five Hundred dollars (\$34,500) based on the Recipient's application and the aforementioned award shall be utilized according to and consistent with the terms and conditions of this Contract.

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Contract, WEDC and Recipient agree as follows:

1. **Definitions.** For purposes of this Contract, the following terms shall have the meanings set forth below.

(a) “Application” means the Site Assessment Grant application submitted by the Community Development Authority of the City of Stevens Point.

(b) "Brownfields" mean abandoned, idle or underused industrial or commercial facilities or sites, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(c) "Contract" means this Site Assessment Grant Contract between WEDC and the Recipient, together with any future amendments thereto. The term of this Contract shall extend until the Recipient's obligations hereunder are fulfilled as determined by WEDC.

(d) "Effective Date" means the date this Contract is executed by WEDC.

(e) "Eligible Project Costs" mean all costs and expenditures, outlined in Exhibit A, actually incurred by the Recipient in connection with the Project between October 29, 2012 and December 31, 2013, excepting only Soft Costs. Activities performed to cover eligible project costs shall be performed by a qualified and independent third party.

(f) "New Full-Time Position" means any permanent, full-time Position where an employee is required, as a condition of employment, to work at least 40 hours per week and 2,080 hours per year including paid leave and holidays. The term "Full-Time Position" does not include temporary, seasonal or part-time employees.

(g) "PECFA" means the Petroleum Environmental Cleanup Fund Act.

(h) "Project" means the brownfields redevelopment or environmental site investigation activities undertaken on the brownfield facility or site described in Exhibit A.

(i) "Recipient" means the Community Development Authority of the City of Stevens Point together with its lawful successors and assigns.

(j) "SAG" means the Site Assessment Grant program.

(k) "Soft Costs" mean relocation costs, legal and accounting fees, insurance premiums, commitment fees, appraisal fees, loan application fees, contingency fees, loan interest, and project administration costs incurred by the Recipient.

(l) "WEDC" means Wisconsin Economic Development Corporation, together with its lawful successors and assigns.

## 2. **WEDC's Grant Obligations.**

(a) Subject to the terms and conditions set forth in this Contract, including the Recipient's satisfaction of the contingencies in Section 4, WEDC shall grant up to \$34,500 in funds under the Site Assessment Grant Program to the Recipient for Eligible Project Costs.

## 3. **The Recipient's Grant Obligations.**

(a) The Recipient shall perform all the Recipient's obligations under the terms and conditions of this Contract including the completion of the Project as described in the Application and summarized in Exhibit A.

(b) The Recipient shall contribute a Project match in accordance with Exhibit A and shall be responsible for payment of any and all cost overruns necessary to complete the Project.

(c) The Recipient shall notify WEDC in writing within thirty (30) days of any event or occurrence that may adversely impact the completion of the project as presented in Recipient's application. Adverse impacts consist of but are not limited to lawsuits, regulatory intervention, and inadequate capital to complete the project.

(d) The Recipient shall comply with all applicable laws including, but not limited to environmental laws.

4. **WEDC's Contingencies.** WEDC's obligation to grant SAG funds to the Recipient shall be contingent upon satisfaction of the following contingencies to the reasonable satisfaction of WEDC:

(a) The representations and warranties of the Recipient herein and in the Application shall be true and accurate as of the Effective Date.

(b) As of the Effective Date, the Recipient shall not be in default under the terms of any loan agreements, leases or financing agreements, with any creditor.

(c) On or before the Effective Date, the Recipient shall execute and deliver to WEDC, the Contract and all other related grant documents.

5. **Disbursement of Grant Proceeds.**

(a) Subject to the terms and conditions of this Contract, including the satisfaction by the Recipient of the contingencies in Section 4, grant disbursements from WEDC to the Recipient hereunder for Eligible Project Costs shall be made on a periodic basis upon WEDC's receipt and approval of the requests for disbursement and supporting documentation.

(b) The Recipient shall submit no more than 5 disbursement requests per award.

(c) The following supporting documentation is required with each request for disbursement submitted to WEDC:

1. A report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the last SAG disbursement.

2. Paid itemized invoices from vendors, suppliers, and contractors covering BG funds and matching funds contributed by the Recipient.

3. Documentation demonstrating the amount requested can be substantiated by proof of payment acceptable to WEDC. Proof of payment shall consist of but not be limited to cancelled checks and paid invoices.

The Recipient shall use the forms provided by WEDC to request grant disbursements. A sample form is attached as Exhibit C.

- (d) Upon WEDC's review and approval of the Recipient's request for disbursement, payments shall be made to:

Community Development Authority of the City of Stevens Point  
1300 Briggs Court  
Stevens Point, WI 54481  
Attention: Michael Ostrowski

- (e) WEDC, in its sole discretion, may withhold disbursements if WEDC determines that:

1. The Recipient has not provided adequate documentation of Eligible Project Costs, has failed to file required reports with WEDC, or has failed to make adequate progress on the Project;
2. The Recipient is not in compliance with or is in default under the terms and conditions of this Contract; or
3. The Recipient requests SAG reimbursement for expenses reimbursable under the provisions of PECFA.

6. **Insurance.**

- (a) The Recipient shall procure and maintain comprehensive property damage, commercial general liability and business interruption insurance reasonably acceptable to WEDC and shall, upon the request of WEDC, deliver an Officer's Certificate specifying details of such insurance in effect.

7. **“Event of Default” Defined.** Consistent with Wis. Stat. § 238.03(3)(b), either of the following events constitutes an Event of Default:

- (a) The Recipient’s submission to WEDC of false or misleading information;
- (b) The Recipient’s failure to comply with or perform the terms of this Agreement, unless WEDC is satisfied with the Recipient’s explanation for its noncompliance.

8. **Remedies in Event of Default.**

(a) Upon the occurrence of an Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure the default to the reasonable satisfaction of WEDC within thirty (30) calendar days, or if the breach is not capable of being cured within a 30 day period, and the Recipient fails to undertake, in good faith, commercially reasonable efforts to cure the breach and fails to continue until the breach is cured to the reasonable satisfaction of WEDC, WEDC may, without further written notice to the Recipient, declare the Recipient in default. The period to cure may not be extended beyond 90 days.

(b) In the Event of Default, WEDC may, consistent with Wis. Stat. § 238.03(3)(b), terminate this Agreement and recover from the Recipient:

1. The Funds disbursed to the Recipient under this Agreement;
2. All court costs and reasonable attorney's fees incurred by WEDC to recover the amounts owed by the Recipient under this provision; and
3. A Financial Penalty of up to 1.0% of the Grant.

(c) The amounts under (b) shall be paid to WEDC within 30 calendar days of demand by WEDC. If the Recipient fails to pay these amounts to WEDC, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of 12% from the date of the notice of the Event of Default.

9. **Recipient's Warranties and Representations.** To induce WEDC to enter into this Contract, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Recipient hereby warrants and represents that:

(a) The Recipient is a "local government unit" as defined in Section 238.133(1)(b) of the Wisconsin Statutes.

(b) The Recipient has the power and authority to carry on its business in Wisconsin and other jurisdictions as now conducted.

(c) The Recipient is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary.

(d) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the Recipient's financial ability to comply with this Contract.

(e) The undersigned officer and agent of the Recipient are fully authorized to execute and deliver this Contract on behalf of the Recipient.

(f) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipient's financial ability to comply with this Contract.

(g) The Recipient has read, fully understands, and agrees to all of the terms and conditions in this Contract and the related grant documents.

(h) The Recipient is financially solvent, has the funds necessary to complete the Project and is able to comply with all of the terms and conditions set forth in the Contract.

(i) In making these warranties and representations, the Recipient has not relied upon any information not contained in this agreement.

(j) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance with Generally Accepted Accounting Principles, and may be relied upon by WEDC in deciding whether to enter into this Contract with the Recipient. The Recipient shall retain the financial records for at least three years after their creation.

(k) The Recipient's warranties and representations herein are true and accurate as of the date of this Contract, and shall survive the execution thereof.

10. **Recipient Covenants.**

(a) **Project Bidding.** The Recipient shall follow all applicable state laws regarding bidding for environmental remediation or redevelopment activities.

(b) **Record Keeping.** The Recipient shall prepare, keep, maintain, and submit such records as may be reasonably required by WEDC to show:

1. Compliance with Wisconsin state statutes and WEDC policy;
2. The amount and disposition of SAG funds disbursed under this Contract;
3. The total cost of the Project; and
4. The number of Full-Time Positions retained, created, filled and maintained by the Recipient.

(c) **Inspection.** The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Contract, the Project and the use and disposition of the SAG funds. WEDC and its agents shall, at any time, have the right to enter upon the Project site for the purpose of inspecting the Project.

(d) Work and Safety Plans. The Recipient shall provide WEDC with a work and safety plan developed by the consultant or party performing oversight of environmental activities.

(e) Semi-Annual Reports. The Recipient shall provide WEDC with semi-annual narrative reports containing the following information:

1. The amount and disposition of grant funds provided and disbursed under this Contract;
2. The amount and disposition of matching funds or in-kind services provided by the Recipient;
3. The total cost of the Project up to the date of the respective semi-annual report;
4. The total number of New Full-Time Positions created, filled and maintained;
5. The hourly wage paid to each person hired to fill the New Full-Time Positions;
6. A summary of the progress of the Project, including activities completed, anticipated, and changes to the nature or scope of the Project;
7. Copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

(f) Sample Semi-Annual Report. A sample of a report meeting the semi-annual reporting requirements of paragraph 10.(e) is attached as Exhibit B. These reports are due on or before the date shown in the following table:

<b>Report Number</b>	<b>Period Covered</b>	<b>Report</b>	<b>Due Date</b>
1	10/29/2012-12/31/2012	Semi-Annual	1/31/2013
2	1/1/2013-6/30/2013	Semi-Annual	7/31/2013
3	7/1/2013-12/31/2013	Final Report	1/31/2014

(g) Final Report. The Recipient shall submit a final Project report by January 31, 2014. The final scheduled semi-annual report shall include an appraisal of the property value with improvements and a comprehensive summary of the completed project.

(h) Audit Report. Within one hundred twenty (120) days after the completion of the project, the Recipient shall provide WEDC with an audited financial report, in form and substance reasonably satisfactory to WEDC. The Recipient shall provide a compliance letter from the auditor stating that the award funds were expended in accordance with this Contract and matching funds, whether cash or in-kind, were received and expended in accordance with this Contract.

(i) Nondiscrimination in Employment. Consistent with Wis. Stat. sec. 16.765: In connection with the performance of work under this contract, the recipient 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 § 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 recipient further agrees to take affirmative action to ensure equal employment opportunities. The recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(j) Affirmative Action Compliance. The Recipient will work with the Department of Administration on an Affirmative Action Plan consistent with Subsection 10.(i) of this contract.

(k) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC prior to any acquisition or merger by or with any unrelated corporation or business entity.

(l) Overhead Expenses. The Recipient shall not use the SAG grant to pay for any Soft Costs or overhead expenses.

#### 11. Wisconsin Open Records Law and Confidential Documents.

(a) The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Open Records Law, § 19.31 et seq.

(b) Except as otherwise required or provided by court order, legal process or applicable law including § 19.31 et seq., WEDC shall not reveal or disclose to any non-government person or entity financial or other information or materials provided by the Recipient if the Recipient has indicated that such information or materials are sensitive and should be kept confidential. The Recipient must indicate that such materials are to be protected under this paragraph by marking the documents "confidential."

(c) If the Recipient contends that any document provided to WEDC is exempt from disclosure under Wisconsin's Open Records Law, for reasons including that the document qualifies as a trade secret under § 134.90, the Recipient shall:

1. Clearly mark the document as not subject to disclosure under the Open Records Law. If the Recipient contends the document is a trade secret under § 134.90, the Recipient shall specifically mark the documents as “Confidential Trade Secrets.”
2. Provide WEDC with a concise, written explanation describing the basis for contending the document is not subject to the Open Records Law.
3. If applicable, provide WEDC with two copies of the document the Recipient contends is exempt – a clean copy and a copy with the exempted information redacted.

(d) WEDC agrees to notify the Recipient if it receives a request for information marked under paragraph (c).

12. **Entire Contract.** This Contract and the accompanying documents and exhibits contain the entire agreement of the parties concerning the Recipient's obligations under the terms and conditions of this Contract. This Contract may not be amended, modified or altered except in a writing signed by the Recipient and WEDC.

13. **Choice of Law.** **THIS CONTRACT IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.** If any provisions of this Contract shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions thereof.

14. **Venue; Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Contract, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U. S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **THE RECIPIENT HEREBY CONSENTS TO PERSONAL JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES THAT THE RECIPIENT OTHERWISE MIGHT HAVE RELATING THERETO.**

15. **Miscellaneous.**

(a) Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

Michael Ostrowski  
Executive Director  
Community Development Authority of the City of Stevens Point  
1300 Briggs Court  
Stevens Point, WI 54481

(b) Notice to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or to such other person and address as WEDC may designate in writing:

Wisconsin Economic Development Corporation  
Economic & Community Development  
201 West Washington Avenue  
Madison, Wisconsin 53703  
Attn.: Al Rabin, Contract # WEDC BF SAG FY13-21508

(c) The invalidity of any provision of this Contract shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

(d) WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

(e) All documents required to be delivered contemporaneously with the execution and delivery of this Contract is expressly made a part of this Contract as though completely herein, and all references to this Contract herein shall be deemed to refer to and include all such documents.

(f) In the event of any conflict or inconsistency between this Contract and the exhibits hereto or any prior agreement or understanding, the terms of this Contract shall control.

(g) The SAG award of up to \$34,500 represents the maximum level of participation in the Recipient's project described in Exhibit A.

(h) The Recipient agrees to consult with WEDC prior to seeking publicity for the Project.

(i) Any publications or news releases issued by the Recipient relating to this Project shall state that this Project was supported and financed by the Site Assessment Grant program of the Wisconsin Economic Development Corporation.

(j) Any sign promoting Project financing or participation at the Project site shall also state that this Project was supported and financed by Wisconsin Economic Development Corporation's Site Assessment Grant Program.

16. **Captions.** The captions in this Contract are for convenience of reference only and shall not define or limit any of the terms and conditions herein.

17. **Authority to Sign Documents.** The person(s) signing this Contract certifies and attests that the Recipient's respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions

and/or other related documents give such person(s) full and complete authority to bind the Recipient, on whose behalf they are executing this document.

The Recipient assumes full responsibility and holds WEDC harmless for any and all payments made or any other actions taken by WEDC in reliance upon the above representation. The Recipient agrees to indemnify WEDC against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by WEDC resulting from or arising out of such payment or other action, including reasonable attorney's fees and legal expenses.

**IN WITNESS WHEREOF**, WEDC and the Recipient, have executed and delivered this Contract, effective the date set forth next to WEDC's Vice President's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Brenda L. Hicks-Sorensen, Vice President  
Economic & Community Development

\_\_\_\_\_ Date

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT**

By: \_\_\_\_\_  
Michael Ostrowski, Executive Director

\_\_\_\_\_ Date

## EXHIBIT A

### COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT WEDC BF SAG FY13-21508

The Community Development Authority of the City of Stevens Point has been awarded \$34,500 in Site Assessment Grant funds to reimburse the costs of site investigation activities that will take place at the 3.83 acre project site located at 1201 Third Court. Phase II Environmental Reports compiled by Aecom stated that chlorinated volatile organic compounds were present on the site raising health and safety concerns dealing with redeveloping the property for a higher use. The additional environmental investigation funded by Site Assessment Grant funds will facilitate the redevelopment of the former CenterPoint Mall by Mid-State Technical College.

The Department of Natural Resources issued a responsible party letter to the City of Stevens Point on July 12, 2012 that instructed the community to put together a site investigation workplan to address any significant contamination discovered during the demolition of the mall. The records of DNR show that the technical assistance was provided regarding the treatment of hazardous materials on August 24, 2012. A 53,000 square foot building requiring an investment of \$6,000,000 will be constructed on the former mall site. The new campus expects to open its doors in January of 2014.

#### PROJECT BUDGET

<b>Code</b>	<b>Project Activities</b>	<b>CDA'S Matching Past Site Investigation Costs Incurred During 2011</b>	<b>WEDC SAG Activities Incurred After 10/29/12</b>	<b>Total</b>
0231	Environmental Site Investigation	\$34,500	\$34,500	\$69,000
	<b>Total</b>	\$34,500	\$34,500	\$69,000

The following Project budget identifies the Eligible Project Costs and delineates the funding source for each general activity as further defined in the Application. The Recipient shall provide documentation to WEDC of an eligible matching investment of at least \$34,500 by the conclusion of the project on December 31, 2013.

**EXHIBIT B**

**THIS IS A SAMPLE SEMI-ANNUAL NARRATIVE REPORT  
THAT WILL FULFILL THE REPORTING REQUIREMENTS OF SECTION 10.**

1. Amount and Disposition of Grant Funds:

Request for Disbursement No. 1 included the total amount of WEDC SAG funds that were distributed to the Recipient as shown in Table 1 below.

**Table 1**

BUDGET CODE	ACTIVITY	SAG AMOUNT
0190	Site Clearance	\$7,762
0231	Site Investigation	\$3,913
0232	Remediation	\$7,500
0236	Storage Tank Removal	\$3,000
0234	Asbestos Abatement	\$1,500
	<b>TOTAL</b>	\$23,675

2. The Amount and Utilization of Matching Funds Provided by the Recipient:

Please report the level of matching funds for the award in Table 2. The Recipient has succeeded in matching the following amounts:

**Table 2**

BUDGET CODE	ACTIVITY	MATCH
0190	Site Clearance	\$40,000
0231	Site Investigation	\$25,000
0232	Remediation	\$5,000
0236	Storage Tank Removal	-0-
0234	Asbestos Abatement	-0-
110	Land Acquisition	\$150,000
	<b>TOTAL</b>	\$150,000

3. The total cost of Project Name to date is \$\_\_\_\_\_.

4. Total number of Full-time Positions Created and Retained.

<b>JOB CREATION &amp; RETENTION</b>	
Total Jobs Created	
Total Jobs Retained	

5. Total Amount of Wages Paid to Full-Time Positions is \$\_\_\_\_\_.
6. Please provide a comprehensive summary of the work that has been accomplished during the reporting period. This summary should also include any proposed changes to the project since it was presented in the application. The summary should be ½ to 1 page long.
7. Please provide photographs demonstrating the progress of the project since the last Semi-Annual Report was submitted.
8. Please submit to the SAG Program copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports. The submittal date and type of report should be identified on all copies of the above referenced requested government documents sent to WEDC.
9. Failure to submit required records may result in the denial of future payment requests.

**EXHIBIT C  
REQUEST FOR DISBURSEMENT NUMBER \_\_\_\_\_**

Contract #: WEDC BF SAG FY13-21508		FEIN #:
Recipient: Community Development Authority of the City of Stevens Point		
Disbursement Period Covered	From:	To:

**PROJECT EXPENSES**

*\*Please refer to the disbursement and budget sections of the contract prior to completing this form*

*\*Requests for disbursement must include supporting documentation demonstrating incurred expenses and proof of payment*

*\*A recipient may not submit more than 5 disbursement requests per award*

BUDGET CODE	DESCRIPTION	TOTAL EXPENSES	=	CDA MATCH EXPENSES	+	*STATE REIMBURSABLE EXPENSES
0231	SITE INVESTIGATION					
<b>TOTAL:</b>						

<i>I hereby certify that the expenses reported on this form are in accordance with the terms of the contract and that complete and accurate records are being kept to substantiate the above referenced expenditures.</i>	
Authorized Signature	Date

<i>This section is to be completed by WEDC</i>	
Project Representative	Date

<i>This section is to be completed by WEDC</i>	
Finance Specialist	Date