



Legislation Text

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Fiscal Note

Resolution 43187 amended the 2016 Adopted Capital budget to receive grant funds from WEDC through the Site Assessment Grant program. The proposed resolution authorizes an agreement with T.W. Saither Company Inc to carry out remediation and demolition work at Tennyson Lane. Work is being done in anticipation of a future affordable housing development at the site.

Title

Authorizing Mayor and City Clerk to enter into a Grant Agreement with The T.W. Sather Company, Inc., a Wisconsin corporation to provide a grant of \$150,000 utilizing funding received through a WEDC Site Assessment Grant (SAG) for the project to fund environmental remediation and demolition work on the property at 1902 Tennyson Lane/1802 Parkers Avenue.

Body

WHEREAS the property at 1902 Tennyson Lane and 3802 Packers Avenue on Madison's Northside ("Property") is vacant and blighted and is a priority redevelopment site for the City and surrounding neighborhood; and,

WHEREAS the T.W. Sather Company ("Recipient") and its assigns, in partnership with Lutheran Social Services, has proposed to develop Tennyson Ridge, a 72-unit affordable housing complex, on the site; and,

WHEREAS Phase I and II environmental assessments of the site, a former poultry research factory, have found the building and grounds to be contaminated. The grounds contain several underground storage tanks and are contaminated with diesel range organics (DRO) and Xylene, while the buildings contain asbestos; and,

WHEREAS the City of Madison has agreed to work cooperatively with the Recipient and Tennyson Ridge, LLC. (the "Owner") on environmental assessment, remediation, and demolition work needed to prepare the site for redevelopment; and,

WHEREAS the Wisconsin Economic Development Corporation (WEDC) has awarded the City of Madison a \$150,000 Site Assessment Grant for this purpose; and,

WHEREAS in order to fund the Recipient's work at the Property, the City is granting funds received from WEDC upon the following terms and conditions;

NOW, THEREFORE, BE IT RESOLVED that the City of Madison Common Council authorizes the Mayor and City Clerk to enter into a grant agreement with T.W. Sather Company, Inc. and its assigns to provide \$150,000 in Site Assessment Grant funds from WEDC and implement the related project upon the following terms and conditions:

1. Grant Purpose. This Agreement is for the purpose of providing financial assistance from the City to Recipient in the form of a grant in the amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Grant Funds") to partially finance Owner's environmental remediation and demolition of the Property. The Grant to reimburse Recipient for Owner's Site Assessment Grant eligible expenses for the project (the "Project"). Subject to Recipient's compliance with the conditions of Section 2 below, the City shall make the Grant Funds available to Recipient on a disbursement basis in accordance with the terms of the SAG Grant. Upon receipt of the Grant Funds, or any installment thereof, Recipient shall

loan the Grant Funds to Owner for the Project.

2. Conditions Precedent to Disbursement. The disbursement of the Grant Funds by the City to Recipient is subject to the prior fulfillment of all of the following terms, conditions and covenants, as determined by the City. The Recipient may request the Grant Funds in up to ten (10) disbursements and will be contingent on the following:

- (a) The Recipient submitting to City a request for payment of funds in such form as required by City.
- (b) The Recipient submitting to City a report detailing the dollar amount and purpose of the Eligible Project Costs, as that term is defined in the SAG Grant, 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 previous disbursement of the Grant Funds.
- (c) The Recipient submitting to City documentation of the Eligible Project Costs incurred against the Grant Funds and Matching Funds, in an amount pro rata with the amount incurred against the Grant Funds. Such documentation may include, but not be limited to, purchase orders or invoices.
- (d) The Recipient must request all Grant Funds no later than December 31, 2017.

3. Recipient's Obligations. Recipient hereby agrees to assume the obligations of the City in complying with recipient obligations in the SAG Grant. Recipient shall indemnify and hold the City harmless for any legal proceedings that may be brought against the City, its officers, agents and employees for any claim, demand, cause of action or assessment, and the Recipient will satisfy any judgment that may be rendered against any of them in respect to any such claim, demand, cause of action or assessment.

4. Reimbursement. The City shall reimburse Recipient for all eligible expenses with SAG Grant funds. All charges and receipts are subject to independent verification by the City.

5. Grant Repayment. Provided Recipient has not committed an Event of Default hereunder, the SAG Grant is not subject to repayment.

6. Events of Default. Any one or more of the following events is an Event of Default under this Agreement:

- (a) The Recipient fails to conduct the Project and related activities in Wisconsin for a minimum of five (5) years after of the Effective Date of this Agreement;
- (b) Recipient supplies false or misleading information to the City or WEDC in connection with this Agreement, without providing satisfactory explanation, in City's sole discretion, for the noncompliance; or
- (c) Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in City's sole discretion, for the noncompliance, and Recipient has failed to cure.

7. Affirmative Action MGO 39.02 (9). Recipient and Owner and its contractors/subcontractors shall comply with all applicable provisions of the Madison General Ordinance (MGO) 39.02 (9), concerning contract compliance requirements. Prior to commencing construction, Recipient and Owner shall contact the City's Affirmative Action Division to assure that Recipient is in compliance with the aforementioned requirements. Recipient and Owner shall assist and actively cooperate with the Affirmative Action Division in obtaining the compliance of contractors and subcontractors with such applicable provisions of the Madison General Ordinance. Recipient and Owner shall allow maximum feasible opportunity to small business enterprises to compete for any contracts entered into pursuant to the contract.

8. Living Wage (MGO 4.20). Recipient and Owner shall comply with Madison General Ordinance 4.20 that requires Developer to provide a living wage.

9. Accessibility (MGO 39.05). Recipient and Owner shall submit a written assurance of compliance with Madison General Ordinance 39.05.

10. Equal Opportunity. Recipient and Owner shall comply with all applicable local, state and federal provisions concerning Equal Opportunity.

11. Equal Benefits. Recipient and Owner shall comply with Madison General Ordinance 39.07 that requires Developer to provide equal benefits.

12. Ban the Box. Recipient and Owner shall comply with Madison General Ordinance 39.08 related to job applicant arrest and conviction records.

BE IT STILL FURTHER RESOLVED that the grant to the Recipient and its assigns is hereby approved and that the Mayor and City Clerk are hereby authorized to execute a grant agreement and other documents as may be necessary to effectuate the transaction, all of which are subject to the approval of the City Attorney.