



# City of West Allis

## Meeting Agenda

### Community Development Authority

Tuesday, September 10, 2024

6:00 PM

City Hall, Room 128  
7525 W. Greenfield Ave.

#### REGULAR MEETING

#### A. CALL TO ORDER

#### B. ROLL CALL

#### C. APPROVAL OF MINUTES

1. [24-0518](#) August 20, 2024

**Attachments:** [August 20, 2024 Draft Minutes](#)

#### D. MATTERS FOR DISCUSSION/ACTION

2. [24-0526](#) Public Hearing seeking public comment and consideration of proposed changes to the CDA's 5-Year Plan, Annual Plan and Administrative Plan for the U.S. Department of Housing and Development's (HUD's) Section 8 Housing Choice Voucher (HCV) Program.

**Attachments:** [Public Notice Request CDBG Program](#)

[Exhibit A 5-Year Plan 2025](#)

[Exhibit B Annual Plan 2025](#)

[Exhibit C Admin. Plan 2025](#)

[CDA HOTMA Summary](#)

3. [24-0527](#) Resolution to approve amendments to the Section 8 Housing Choice Voucher Five-Year Plan, Annual Plan, and Administrative Plan changes for Operation Year 2025.

**Attachments:** [CDA Res. No.1485 - Section 8 Housing - Operation Yr 2025](#)

4. [24-0535](#) Discussion regarding the Development Agreement with Six Points East LLC and conditions related to public parking.

**Attachments:** [Development Agreement - Exhibit B](#)

5. [24-0538](#) Resolution to Approve the Purchase of the Tri-City Bank Note for the Property at 1405 S. 92 St.

**Attachments:** [CDA Res. No. 1486 - Purchase of Tri-City Bank Note - 1405 S. 92 St.](#)

6. [24-0536](#) Discussion regarding the redevelopment area located at 13\*\* S. 65th St.

7. [24-0021](#) Consideration relative to Report on Redevelopment Initiatives:
- a. 84th & Greenfield/TIF Number Eleven
  - b. 68th & Mitchell (former Milwaukee Ductile Iron)/TIF Number Fourteen
  - c. The Market/TIF Number Fifteen
  - d. S. 70th St. & W. Washington St. Corporate Office Corridor Plan/TIF Number Sixteen
  - e. S. 102 St. and W. Lincoln Ave. – West Lincoln Corridor /TIF Number Seventeen
  - f. Chr. Hansen Expansion/TIF Number Eighteen
  - g. 86th and National/TIF Number Nineteen
  - h. 6400 Block of W. Greenfield Avenue/ TIF Number Twenty
  - i. Hwy. 100 Corridor
  - j. Beloit Road Senior Housing Complex
  - k. W. National Ave. Corridor
  - l. Motor Castings Site – 1323 S. 65 St.
  - m. 116th & Morgan Ave.

*For agenda items 5-6 the committee may convene in closed session pursuant to the provisions of Section 19.85(1)(e) of the state statutes for the purpose of deliberating the investing of public funds whenever competitive or bargaining reasons require a closed session. This committee may reconvene in open session after completion of the closed session to consider the balance of the agenda*

## E. ADJOURNMENT



All meetings of the Community Development Authority are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

**NOTICE OF POSSIBLE QUORUM**

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

**NON-DISCRIMINATION STATEMENT**

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

**AMERICANS WITH DISABILITIES ACT NOTICE**

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

**LIMITED ENGLISH PROFICIENCY STATEMENT**

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.



# City of West Allis

## Meeting Minutes

### Community Development Authority

Tuesday, August 20, 2024

5:00 PM

City Hall, Room 128  
7525 W. Greenfield Ave.

#### SPECIAL MEETING (draft minutes)

#### A. CALL TO ORDER

*The meeting was called to order at 5:00 p.m. by Wayne Clark, Vice Chair.*

#### B. ROLL CALL

**Present** 5 - Wayne Clark, Donald Nehmer, Danna Kuehn, Martin J. Weigel, Richard Badger  
**Excused** 2 - Gerald C. Matter, Michael Suter

#### Others Attending

Ald. Haass, Ald. Roadt, Ald. Turner  
Jason Kaczmarek, Finance Director/Comptroller  
Kail Decker, City Attorney  
Carson Coffield, Economic Development Specialist

#### Staff

Patrick Schloss, Economic Development, Executive Director  
Shaun Mueller, Economic Development, Development Project Manager

#### C. APPROVAL OF MINUTES

1. [24-0476](#) July 9, 2024

**Attachments:** [July 9, 2024 Draft Minutes](#)

**Ald. Weigel moved to approve this matter, Badger seconded, motion carried.**

#### D. MATTERS FOR DISCUSSION/ACTION

2. [24-0477](#) Resolution amending a financial/real estate consulting services contract with S.B. Friedman Development Advisors in an amount not to exceed \$25,000.

**Attachments:** [CDA Res. No. 1482 - S.B. Friedman](#)  
[CDA Res. No. 1482 - S.B. Friedman- signed](#)  
[S.B. Friedman - Scope of Service](#)

**Nehmer moved to approve this matter, Ald. Kuehn seconded, motion carried.**

3. [24-0478](#) Resolution to approve the Scope of Services for Ramboll Americas Engineering Solutions, Inc. for remedial planning assistance at 6771 W. National Ave., in an amount not to exceed \$20,000.

**Attachments:** [CDA Res. No.1483 - Ramboll - 6771 W Nat'l Ave](#)  
[CDA Res. No. 1483 - Ramboll - 6771 W National Ave \(8-20-24\) signed](#)  
[Ramboll Scope of Service - 6771 W. National Ave.](#)

**This matter was Discussed.**

4. [24-0479](#) Resolution to approve a revised Purchase and Sale Agreement with Mark Higgins, owner of the real estate at 6604 and 6620 W. Mitchell St.

**Attachments:** [CDA Res. No. 1484 - Revised Purchase and Sale Agreement - Mark Higgins](#)  
[CDA Res. No. 1484 - Revised Purchase and Sale Agreement -Mark Higgins \(8-20-24\) signed](#)  
[Revised Purchase and Sale Agreement - Higgins 6604 & 6620 W Mitchell St.](#)  
[Revised Purchase and Sale Agreement - Higgins 6604 & 6620 W Mitchell. St. - FULLY EXECUTED](#)  
[22-269 Higgens Tower Sewer Install](#)

*Patrick Schloss outlined the remaining details of this project.*

**Ald. Weigel moved to approve this matter, Nehmer seconded, motion carried.**

5. [24-0480](#) Discussion regarding the former St. Aloysius Church and School property located at 1405 S. 92 St.

**This matter was Discussed in closed session.**

6. [24-0481](#) Discussion regarding the redevelopment area located at 13\*\* S. 65th St.

**This matter was Discussed in closed session.**

At 5:07 p.m., a motion was made by Ald. Weigel, seconded by Mr. Badger to go into closed session to discuss items 5 & 6 on the agenda.

## E. ADJOURNMENT

*There being no further business to come before the Authority a motion was made by Ald. Weigel, seconded by Mr. Badger to adjourn at 5:30 p.m.*



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# THE DAILY REPORTER

A Division of BridgeTower Media  
 P.O Box 745929  
 Atlanta, GA 30374-5929

Invoice # 745711607  
 Invoice Date 07/12/2024  
 Customer CITY Of West Allis, ID:  
 Payment Terms Net 30  
 Due Date 08/11/2024

**\$79.50**  
**220-7521-563.54-02 C24101**  
**Public Notice Request CDBG Program**  
**Paid 2024-07-19**

**BILLING ADDRESS**

Tracey Uttke  
 CITY Of West Allis  
 7525 W Greenfield Ave  
 West Allis WI 532144648

**ADVERTISER**

CITY Of West Allis, ID: 45787  
 7525 W Greenfield Ave  
 West Allis WI 532144648

INVOICE REF	MEDIA	DATE	PO	EDITION	QTY	AD SIZE
1007362125	The Daily Reporter - Public Notice	07/12/24		Legal - Government	1	Legal - City of Milwaukee Inch Rate
<b>Subtotal</b>						\$79.50
<b>Tax</b>						\$0.00
<b>Credits</b>						\$0.00
<b>BALANCE DUE</b>						\$79.50

Thank you for your business!  
 IOID: 2629351  
 Index: Government  
 Category: Hearings and Minutes  
 Affidavit Reference: WEST ALLIS

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 REMITTANCE STUB TO BridgeTower Media

<b>Invoice #</b>	745711607 The Daily Reporter - Public Notice	<b>Date</b>	08/11/2024	<b>Customer ID</b>	ID: 45787, CITY Of West Allis
<b>Amount Enclosed:</b>					

Acceptable Payment Methods

<p><b>PREFERRED METHOD</b>  <b>To Pay by ACH Transfer:</b>          Bank: Bank of America          Send ACH remittance email to ar@bridgetowermedia.com          Account Number: 237025443017          Routing: 053000196</p>	<p><b>OTHER METHODS</b>  <b>To Pay by Check use the following address:</b>          Please include invoice number on check          BridgeTower OpCo, LLC          P.O Box 745929          Atlanta, GA 30374-5929</p>	<p><b>To Pay by Credit Card:</b>          Use the Click to Pay Online link located on the email you received or Contact Accounts Receivable: 866-802-8214          Please have your Invoice Number and Credit Card Number Ready</p>	<p><b>To Pay by Wire Transfer:</b>          Name: BridgeTower OpCo, LLC          Bank: Bank of America          Swift Code: BOFAUS3N          Bank Address: 100 North Tryon Street          Charlotte, NC 28255          Account Number: 237025443017          Routing: 053000196</p>
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# THE DAILY REPORTER

## Affidavit of Publication

To: CITY Of West Allis - Tracey Uttke  
 7525 W Greenfield Ave  
 West Allis, WI, 532144648

Re: Legal Notice 2629351, WEST ALLIS  
 State of WI }  
 } SS:  
 County of Milwaukee }

I, Joe Yovino, being duly sworn, depose and say: that I am the Authorized Designee of The Daily Reporter, a daily newspaper of general circulation in Milwaukee, County of Milwaukee, State of WI; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the The Daily Reporter once each day for 1 consecutive days; and that the date of the publication were as follows: 07/12/2024.

Publishers fee: \$79.50

By: *Joe D. Yovino*

Joe Yovino

Sworn to me on this 12<sup>th</sup> day of July  
 2024

By:

*Russell A. Klingaman*  


Russell A. Klingaman  
 Notary Public, State of WI  
 No. -  
 Qualified in Milwaukee County  
 My commission expires on December  
 31, 2026

**NOTICE OF PUBLIC HEARING  
 COMMUNITY DEVELOPMENT  
 AUTHORITY OF THE CITY OF  
 WEST ALLIS  
 U.S. DEPARTMENT OF HOUSING  
 AND URBAN DEVELOPMENT  
 (HUD) SECTION 8  
 HOUSING CHOICE VOUCHER  
 (HCV) PROGRAM  
 TUESDAY, SEPTEMBER 10, 2024  
 6:00 P.M.  
 SEEKING PUBLIC COMMENT AND  
 CONSIDERATION OF CHANGES  
 TO THE COMMUNITY  
 DEVELOPMENT AUTHORITY  
 OF THE CITY OF WEST ALLIS'  
 5-YEAR, ANNUAL AND  
 ADMINISTRATIVE PLANS**

Notice is hereby given that the Community Development Authority of the City of West Allis ("CDA") will hold a meeting on Tuesday, September 10, 2024 at 6:00 p.m. or as soon thereafter as the matter may be heard, seeking public comment and consideration of proposed changes to the CDA's 5-Year Plan, Annual Plan and Administrative Plan for the U.S. Department of Housing and Development's (HUD's) Section 8 Housing Choice Voucher (HCV) Program.

You may express your opinions in writing to the Community Development Authority prior to the meeting or orally at such public hearing.

The 5-Year Plan, Annual Plan, and Administrative Plan will be available for review on the City of West Allis website at [www.westalliswi.gov](http://www.westalliswi.gov) under Housing. The 5-Year Plan and Annual Plan will be submitted to HUD following the completion of a 45-day comment period.

Upon reasonable notice, the CDA will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the CDA.

Dated at West Allis, Wisconsin, this 8th day of July 2024.

**/s/ Patrick Schloss**  
**Executive Director**  
 2629351/7-12



Order Information

Description: Goods or Services  
Customer ID LP\_45787

**Billing Information**

Rebecca Grill  
7525 W. Greenfield Avenue  
West Allis, WI 53214  
US  
[sreyes@westalliswi.gov](mailto:sreyes@westalliswi.gov)  
4143028201

**Shipping Information**

**Total: \$79.50 (USD)**

Payment Information

Date/Time: 19-Jul-2024 8:17:32 PDT  
Transaction ID: 120549375093  
Payment Method: Visa xxxx5527  
Transaction Type: Purchase  
Auth Code: 032282

Merchant Contact Information

Bridgetower OpCo LLC dba BridgeTower Ads  
Greensboro, NC 27409  
US  
[ar@bridgetowermedia.com](mailto:ar@bridgetowermedia.com)

<b>5-Year PHA Plan (for All PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires: 03/31/2024</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** The **Form HUD-50075-5Y** is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.																										
A.1	<p><b>PHA Name:</b> <u>Community Development Authority of the City of West Allis</u> <b>PHA Code:</b> <u>WI201</u></p> <p><b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>01/01/2025</u></p> <p><b>The Five-Year Period of the Plan (i.e. 2019-2023):</b> <u>2025-2029</u></p> <p><b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><b>City Website:</b> <a href="#">Housing Choice Voucher Program   West Allis, WI - Official Website (westalliswi.gov)</a></p> <p><b>PHA Administrative Plan</b>  <b>PHA 5-Year Plan 2025-2029</b>  <b>PHA Annual Plan 2025</b></p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below.)</p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
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<b>B.</b>	<b>Plan Elements.</b> Required for <u>all</u> PHAs completing this form.					
<b>B.1</b>	<p><b>Mission.</b> State the PHA’s mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA’s jurisdiction for the next five years.</p> <p>Promote safe, decent, and affordable housing, generate economic opportunities, and promote living environments free from discrimination. Maintain and increase the supply of affordable housing for low to moderate income households and to create their potential to become self-sufficient from government subsidized programs.</p>					
<b>B.2</b>	<p><b>Goals and Objectives.</b> Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years.</p> <p>A. Expand the supply of affordable housing- Overall increase of VASH utilization of 170 units under HAP and build one single family home per year utilizing HOME funds to assist VASH and Housing Choice Voucher Program participants in moving towards self-sufficiency as homeowners.</p> <p>B. Improve the quality of assisted housing- Objectives include maintaining a SEMAP score of a high performing PH and continue to improve specific management functions by expanding annual administrative Fair Housing activities.</p> <p>C. Increase assisted housing choices – Maintain Payment standards of 110% FMR and continued expansion of landlord outreach programs and efforts.</p>					
<b>B.3</b>	<p><b>Progress Report.</b> Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <p>See attachment A.</p>					
<b>B.4</b>	<p><b>Violence Against Women Act (VAWA) Goals.</b> Provide a statement of the PHA’s goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>The West Allis Community Development Authority has continued to support households facing domestic violence, dating violence, sexual assault or stalking by providing moving vouchers to aid in relocation when incidents warranting VAWA services to occur. In the last five years households under VAWA are referred to the West Allis Police Department through the WISH (Women Initiate Self-healing &amp; Hope) Program.</p> <p>WISH is a domestic violence support group that supports and educates women who are, or have been, in an abusive relationship. Most of the women are Low to Moderate Income. The program focus is to provide emotional support for women as they work through the effects of abuse, encourage personal growth in life, provide a comfortable atmosphere to develop trusting / caring relationships and talk about abuse, and learn more about abuse and its effects on oneself and children. Group attendees are also provided with free childcare services.</p>					
<b>C.</b>	<b>Other Document and/or Certification Requirements.</b>					

C.1	<p><b>Significant Amendment or Modification.</b> Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>Creation of substantial amendment policy to PHA 5-Year Plan and PHA Annual Plan created to be approved by the City of West Allis Community Development Authority within operational year 2024-effective 2025.</p>
C.2	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) have comments to the 5-Year PHA Plan?</p> <p>Y   N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
C.3	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD-50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.4	<p><b>Required Submission for HUD FO Review.</b></p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y   N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, include Challenged Elements.</p>
D.	<p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p>

D.1

**Affirmatively Furthering Fair Housing.** (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)

Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

**Fair Housing Goal:**

*Describe fair housing strategies and actions to achieve the goal*

Expand administrative activities of PHA's Fair Housing Board through education and conciliation efforts by...

- ✓ Hosting a City staff departmental/division head-then open to the public Housing Race and Equity Workshop hosted by Milwaukee Habitat for Humanity where an interactive discussion provides a deeper opportunity to delve deeper into the impact of local history or housing patterns.
- ✓ The PHA's Fair Housing Board will conduct conferences for persons in the housing industry and other interested parties to acquaint them with the voluntary compliance and enforcement of the board.

**Fair Housing Goal:**

*Describe fair housing strategies and actions to achieve the goal*

Administer Fair Housing through administration of authority and responsibility by...

- ✓ Creating and disseminating studies with respect to the nature and extent of discriminatory housing practices in the City of West Allis.
- ✓ Render assistance to the community in relation to services as appropriate to furthering its activities in preventing or eliminating discriminatory housing practices.

**Fair Housing Goal:**

*Describe fair housing strategies and actions to achieve the goal*

Fair Housing Administrative Enforcement by...

- ✓ Any person who claims to have been injured by a discriminatory housing practice or who believes that he will be irrevocably injured by a discriminatory housing practice may file a complaint with the City of West Allis Clerk's Office.
- ✓ The Chairperson shall make a determination as to whether or not to convene the Board for the purpose of discussing what action, if any, to take on the complaint.

**Instructions for Preparation of Form HUD-50075-5Y - 5-Year PHA Plan for All PHAs**

A. **PHA Information.** All PHAs must complete this section. (24 CFR § 903.4)

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **Five-Year Period** that the Plan covers, i.e. 2019-2023, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table.

**B. Plan Elements.**

- B.1 Mission.** State the PHA’s mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA’s jurisdiction for the next five years. ([24 CFR § 903.6\(a\)\(1\)](#))
- B.2 Goals and Objectives.** Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. ([24 CFR § 903.6\(b\)\(1\)](#))
- B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5- Year Plan. ([24 CFR § 903.6\(b\)\(2\)](#))
- B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA’s goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. ([24 CFR § 903.6\(a\)\(3\)](#)).

**C. Other Document and/or Certification Requirements.**

**C.1 Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the ‘Sample PHA Plan Amendment’ found in Notice PIH-2012-32, REV 2.

**C.2 Resident Advisory Board (RAB) comments.**

- (a) Did the public or RAB have comments?
- (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. ([24 CFR § 903.17\(b\)](#), [24 CFR § 903.19](#))

**C.3 Certification by State or Local Officials.**

[Form HUD-50077-SL](#), *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

**C.4 Required Submission for HUD FO Review.**

Challenged Elements.

- (a) Did the public challenge any elements of the Plan?
- (b) If yes, include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.

**D. Affirmatively Furthering Fair Housing.**

**(Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)**

**D.1 Affirmatively Furthering Fair Housing.** The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) .... Strategies and actions must affirmatively further fair housing ....” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D.; nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average 1.64 hours per year per response or 8.2 hours per response every five years, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

<b>Streamlined Annual PHA Plan (HCV Only PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 03/31/2024</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

<b>A.</b>	<b>PHA Information. Community Development Authority City of West Allis</b>				
A.1	<b>PHA Name:</b> <u>City of West Allis Community Development Authority</u> <b>PHA Code:</b> <u>WI201</u> <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>01/2025</u> <b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) <b>Number of Housing Choice Vouchers (HCVs)</b> <u>638</u> <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission  <b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.  <input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a joint Plan and complete table below)				
	<b>Participating PHAs</b>	<b>PHA Code</b>	<b>Program(s) in the Consortia</b>	<b>Program(s) not in the Consortia</b>	<b>No. of Units in Each Program</b>
	Lead HA:				

<b>B.</b>	<b>Plan Elements.</b>
<b>B.1</b>	<p><b>Revision of Existing PHA Plan Elements.</b></p> <p>a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p>
<b>B.2</b>	<b>New Activities.</b> – Not Applicable
<b>B.3</b>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA’s progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p>See attachment A.</p>
<b>B.4</b>	<b>Capital Improvements.</b> – Not Applicable
<b>B.5</b>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p> <div style="border: 1px solid black; padding: 5px; margin-left: 40px;"> <p><b>Recent Audit Findings:</b></p> <ul style="list-style-type: none"> <li>▪ EIV reports completed after new admission.</li> <li>▪ Rent reasonableness not completed for rent increase.</li> </ul> </div>
<b>C.</b>	<b>Other Document and/or Certification Requirements.</b>
<b>C.1</b>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<b>C.2</b>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<b>C.3</b>	<p><b>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b></p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>



<b>C.4</b>	<p><b>Challenged Elements.</b> If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p style="text-align: center;">Y    N  <input type="checkbox"/>   <input checked="" type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>
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**D. Affirmatively Furthering Fair Housing (AFFH).**

<b>D.1</b>	<p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p> <p>Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p> <table border="1" style="width: 100%;"> <tr> <td style="padding: 5px;"><b>Fair Housing Goal:</b></td> </tr> <tr> <td style="padding: 5px;"><i>Describe fair housing strategies and actions to achieve the goal</i></td> </tr> <tr> <td style="padding: 5px;"> <p><b>Provide Incentives for Affordable Housing Development:</b></p> <ul style="list-style-type: none"> <li>✓ Partner with an affordable housing developer to redevelop a historical school site within the City of West Allis creating a development plan to include Tax Credits and Project Based Vouchers.</li> </ul> </td> </tr> </table> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="padding: 5px;"><b>Fair Housing Goal:</b></td> </tr> <tr> <td style="padding: 5px;"><i>Describe fair housing strategies and actions to achieve the goal</i></td> </tr> <tr> <td style="padding: 5px;"> <p><b>Support Financial Literacy Education and Training:</b></p> <ul style="list-style-type: none"> <li>✓ HCV-FSS Program partner with Community Advocates and Wisconsin Women's Business Initiative Corporation (WWBIC) organizations to provide credit rebuilding courses for program participants.</li> </ul> </td> </tr> </table> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="padding: 5px;"><b>Fair Housing Goal:</b></td> </tr> </table>	<b>Fair Housing Goal:</b>	<i>Describe fair housing strategies and actions to achieve the goal</i>	<p><b>Provide Incentives for Affordable Housing Development:</b></p> <ul style="list-style-type: none"> <li>✓ Partner with an affordable housing developer to redevelop a historical school site within the City of West Allis creating a development plan to include Tax Credits and Project Based Vouchers.</li> </ul>	<b>Fair Housing Goal:</b>	<i>Describe fair housing strategies and actions to achieve the goal</i>	<p><b>Support Financial Literacy Education and Training:</b></p> <ul style="list-style-type: none"> <li>✓ HCV-FSS Program partner with Community Advocates and Wisconsin Women's Business Initiative Corporation (WWBIC) organizations to provide credit rebuilding courses for program participants.</li> </ul>	<b>Fair Housing Goal:</b>
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<b>Fair Housing Goal:</b>								

Describe fair housing strategies and actions to achieve the goal

**Distribute Materials on Fair Housing:**

- ✓ Conducted a Fair Housing art contest, open to residents in the City of West Allis, where awardees will have their artwork installed on a public bus shelter, within the city, in partnership with Milwaukee County Transit Authority's "Bus Shelter Art Project."

## Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV-Only PHAs

**A. PHA Information.** All PHAs must complete this section. (24 CFR §903.4)

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

**B. Plan Elements.** All PHAs must complete this section. (24 CFR §903.11(c)(3))

- B.1 Revision of Existing PHA Plan Elements.** PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

**Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

**Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

**Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

**Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))

**Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)).

**Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))

**Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

**Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(d\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(d\)\(iii\)](#)).

**Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

**Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

**B.2 New Activities.** This section refers to new capital activities which is not applicable for HCV-Only PHAs.

**B.3 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(r\)\(1\)](#))

**B.4 Capital Improvements.** This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs

**B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. ([24 CFR §903.7\(p\)](#))

#### C. Other Document and/or Certification Requirements.

**C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

**C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#)). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

**C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#)).

**C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

#### D. Affirmatively Furthering Fair Housing (AFFH).

**D.1 Affirmatively Furthering Fair Housing.** The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) .... Strategies and actions must affirmatively further fair housing ...." Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour 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. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality



## Exhibit 1

# CDA of the City of West Allis Proposed Administrative Plan Changes

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## Chapter 1

### 1-III.D. UPDATING AND REVISING THE PLAN

*Proposed policy is to address substantial deviations or modifications to the Annual Plan or 5-Year Plan*

**Current Policy:** The PHA will review and update the plan as needed to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.

**New Policy:** The City of West Allis Community Development Authority may amend or modify any policy, rule, regulation, or other aspect of the 5-year and/or Annual Plan. The Quality Housing and Work Responsibility Act of 1998 does not require an annual update of the 5-Year Plan, but does require that public housing authorities explain any “substantial deviation” from the 5-Year Plans in their Annual Plans. A substantial deviation can include:

A change or changes to the 5-year goals or objectives that are substantial but do not rise to the level of a “significant amendment” (such as the modification or elimination of a specific objective or minor program while retaining the overall strategic goal and accomplishing it through other objectives).

A “significant amendment or modification” to its 5-Year plan and/or Annual Plan is a change in policy that significantly and materially alters the City of West Allis CDA stated mission, goals, objectives and activities as stated in the Plan. If a change is considered a significant amendment or modification to the 5-Year Plan or to the Annual Plan, it must undergo a public process that includes consultation with the Resident Advisory Board; public notice and public comment period; a public hearing, and approval by the West Allis CDA Board of Commissioners; and submission to and approval by HUD.

Significant amendments are defined as including the following:

- A change that materially revises the agency’s mission, goals, or objectives;
- Material changes to rent or admissions policies or organization of the waiting list;
- Additions of a Capital Fund project or non-emergency work items that are not included in the current Annual Statement or 5-year Action Plan in an amount equal to or greater than \$1,000,000, excluding projects arising out of federally-declared major disasters; circumstances beyond the control of the Authority, such as earthquakes, fires, and storm damage; civil unrest; or other unforeseen significant event;
- Changes in the use of replacement reserve funds under the Capital Fund program in an amount equal to or greater than \$1,000,000;
- Material changes in regard to demolition, disposition, designation, homeownership, capital fund financing, development, mixed financing proposal or conversion activities;
- Any other event or activity that the CDA’s Board of Commissioners determines to be a significant amendment to the approved 5-Year Plan or Annual Plan.

## Chapter 2

### 2-I.C. DISCRIMINATION COMPLAINTS

*Proposed change is to identify the types of discrimination complaints and address how each will be treated.*

**Current Policy:**      **Discrimination Complaints**

Applicants or participants who believe that they have been subject to unlawful discrimination must notify the PHA in writing.

Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

**New Policy:**      **General Housing Discrimination Complaints**

Applicants or participants who believe that they have been subject to unlawful discrimination must notify the PHA in writing.

Within 10 business days of receiving the complaint, the PHA will investigate and attempt to remedy discrimination complaints made against the PHA. The PHA will also advise the family of their right to file a fair housing complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The fair housing poster, posted in conspicuous and accessible locations in PHA lobbies, will reference how to file a complaint with FHEO.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

**Complaints under the Equal Access Final Rule**

Applicants or tenant families who believe that they have been subject to unlawful discrimination based on marital status, gender identity, or sexual orientation under the Equal Access Rule may notify the PHA either orally or in writing.

Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

### **VAWA Complaint Processing**

Applicants or tenant families who wish to file a VAWA complaint against the PHA may notify the PHA either orally or in writing.

The PHA will advise the family of their right to file a VAWA complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The PHA will inform the family that not later than one year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO's online complaint form via mail, email, or telephone.

The PHA will attempt to remedy complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

## **Chapter 3**

### **3-I.K. FOSTER CHILDREN AND FOSTER ADULTS [24 CFR 5.603]**

*Proposed change to remove the definition of foster child from the text of the policy and remove HQS.*

**Current Policy:** A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards according to 24 CFR 982.401.

**New Policy:** A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of space standards as described in Section 8-I.F. of this policy.

### **3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.232; HCV GB, p. 5-13]**

*Proposed change is to add a PHA policy to comply with new HOTMA requirement.*

**Current Policy:** None

**New Policy:** The PHA has established a policy that the family's revocation of consent to allow the PHA to access records from financial institutions will result in denial of admission.

### **3-III.C. RESTRICTION ON ASSISTANCE BASED ON ASSETS [24 CFR 5.618]**

*Proposed change is to comply with HOTMA.*

**Current Policy:** None

**New Policy:** The PHA defines not sufficient for the size of the family as being overcrowded based on space standards in Chapter 8 of this policy.

*Proposed change is to include criminal sexual conduct.*

**Current Policy:** If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied assistance.

*Drug-related criminal activity*, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100];

*Violent criminal activity*, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100];

*Criminal activity* that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;  
*Immediate vicinity* means within the service area of the PHA.

Criminal activity that may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or other responsibilities on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor, or agent);

**New Policy:** If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied assistance.

*Drug-related criminal activity*, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100];

*Violent criminal activity*, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100];

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;  
*Immediate vicinity* means within the service area of the PHA.

*Criminal sexual conduct*, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse; or

Criminal activity that may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or other responsibilities on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor, or agent);

## CHAPTER 4

### 4-II.F. UPDATING THE WAITING LIST [24 CFR 982.201]

*Purposed change is to remove the specific timeframe.*

**Current Policy:** The waiting list will be updated as needed every six to twelve months to ensure that all applicants and applicant information is current and timely

**New Policy:** The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

## CHAPTER 6

### 6-I.B. HOUSEHOLD COMPOSITION AND INCOME

*Temporarily Absent Family Members*



*Purposed change is to address the income of a temporarily absent family member.*

**Current Policy:** Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

**New Policy:** Unless specifically excluded by the regulations, the income of all family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

## 6-I.D. EARNED INCOME

### *Wages and Related Compensation*

*Purposed change is to clearly identify that the gross amount of earned income is counted.*

**Current Policy:** For persons who regularly receive bonuses or commissions, the PHA will verify and then average amounts received for the two years preceding admission or interim. If only a one-year history is available, the PHA will use the prior year amounts. In either case the family may provide, and the PHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer. The file will be documented appropriately.

**New Policy:** The PHA will include in annual income the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation.

For persons who regularly receive bonuses or commissions, the PHA will verify and then average amounts received for the two years preceding admission or interim. If only a one-year history is available, the PHA will use the prior year amounts. In either case the family may provide, and the PHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer. The file will be documented appropriately.

## 6-I.H PERIODIC PAYMENTS

### *Lump-Sum Payments for the Delayed Start of a Periodic Payment [24 CFR 5.609(b)(16)]*

*Purposed change is to address the three issues that arise as a result of the delayed-start of a periodic payment.*

**Current Policy:** When a delayed-start payment is received that is to be included and the family reports this during the period in which the PHA is processing an annual

reexamination, the PHA will adjust the family's rent retroactively for the period the payment was intended to cover.

**New Policy:** The PHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

When a delayed-start payment is received that is to be included and the family reports this during the period in which the PHA is processing an annual reexamination, the PHA will adjust the family's rent retroactively for the period the payment was intended to cover.

If the delayed-start payment is received outside of the time the PHA is processing an annual reexamination, then the PHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, the PHA will conduct an interim in accordance with PHA policies in Chapter 11. If not, the PHA will consider the amount when processing the family's next annual recertification.

### *Alimony and Child Support*

*Purposed change is to address how alimony and child support income is handled.*

**Current Policy:** The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that: (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47].

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

**New Policy:** The PHA will count all regular payments of alimony or child support awarded as part of a divorce or separation agreement.

The PHA will count court-awarded amounts for alimony and child support unless the family certifies and the PHA verifies that the payments are not being made.

In order to verify that payments are not being made, the PHA will review child support payments over the last twelve months.

If payments are being made regularly, the PHA will use the amount received during the last 12 months. If payments have been made for a period less than 12 months, the PHA will average all payments that have been made.

At new admission or interim recertification, if any lump sum payments were made in the past 12 months, the PHA will determine the likelihood of the family receiving another similar payment within the next 12 months before deciding whether or not this amount will be included in the calculation of annual income.

If the PHA determines and can appropriately verify that the family in all likelihood will not receive a similar payment, then the amount will not be considered when projecting annual income.

If the PHA determines that it is likely that the family will receive a similar payment and can appropriately verify it, the amount will be included when projecting annual income.

If no payments have been made in the past twelve months and there are no lump sums, the PHA will not include alimony or child support in annual income

### **6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME [24 CFR 5.609(b)]**

*Purposed change is to identify the definition of Training Program and Incremental Earnings and Benefits, as well as how this income from state and local employment training programs will be treated.*

**Current Policy:** None

**New Policy:** The PHA defines *training program* as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education” [expired Notice PIH 98-2, p. 3].

The PHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, the PHA will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the PHA’s interim reporting requirements (see Chapter 11).

### 6-III.G. HARDSHIP EXEMPTIONS [24 CFR 5.611(c), (d), and (e)]

#### Health and Medical Care and Disability Assistance Expenses [24 CFR 5.611(c); Notice PIH 2023-27] (New)

##### *Phased-In Relief*

*The purposed change is to comply with HOTMA*

**Current Policy:** None

**New Policy:** The PHA will not continue the phased-in relief for families who move from public housing to HCV. These families will be treated as new admissions and the sum of expenses that exceeds 10 percent of annual income will be used to calculate their adjusted income.

##### *General Relief (New)*

*The purposed change is to comply with HOTMA*

**Current Policy:** None

**New Policy:** To qualify for a hardship exemption, a family must submit a request in writing. The request must show that the family’s health and medical and/or disability assistance expenses have increased (other than the transition to the higher threshold) and that the family’s financial hardship is a result of a change in circumstances. The PHA defines *a change in circumstances* as a decrease in income or increase in other expenses that has resulted in the family’s financial hardship but does not, on its own, trigger an interim reexam in accordance with PHA policies.

Examples of circumstances constituting a financial hardship may include the following situations:

The family is awaiting an eligibility determination for a federal, state, or local assistance program, such as a determination for unemployment compensation or disability benefits;

The family’s income decreased because of a loss of employment, death of a family member, or due to a natural or federal/state declared disaster; or

Other circumstances as determined by the PHA.

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the PHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

**New Policy:**

The PHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If the PHA denies the hardship exemption request, the PHA notice will also state that if the family does not agree with the PHA determination, the family may request a hearing.

If the family qualifies for an exemption, the PHA will include the date the hardship exemption will begin and the date it will expire as well as information on how to request a 90-day extension based on family circumstances.

*Child Care Expense Hardship Exemption [24 CFR 5.611(d) and Notice PIH 2023-27] (New)*

*The purposed change is to comply with HOTMA*

**Current Policy:****New Policy:**

For a family to qualify, they must demonstrate that their inability to pay rent would be as a result of the loss of this deduction. The PHA defines this hardship as a potential decrease in income or increase in other expenses that would result from the loss of the child care expense and such loss would impact the family's ability to pay their rent.

Some factors to consider when determining if the family is unable to pay rent may include determining that the rent, utility payment, and applicable expenses (child care expenses or health and medical expenses) are more than 40 percent of the family's adjusted income, or verifying whether the family has experienced unanticipated expenses, such as large medical bills, that have affected their ability to pay their rent.

The family must also demonstrate that the child care expense is still necessary even though the family member is no longer employed or furthering their education. The PHA will consider qualification under this criterion on a case-by-case basis (for example, if the family member who was employed has left their job in order to provide uncompensated care to an elderly friend or family member who is severely ill and lives across town).

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the PHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

## CHAPTER 7

### 7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516; 982.551; 24 CFR 5.230; and Notice PIH 2023-27]

*Form HUD-9886 [24 CFR 5.230(b)(1), b(2), (c)(4), and (c)(5)]; Notice PIH 2023-27 (New)*

*Purposed change is to comply with HOTMA.*

**Current Policy:** None

**New Policy:** Family members turning 18 years of age will be required to sign the required Consent to the Release of Information Form HUD-9886 at the family's next annual reexamination.

#### **7-I.B. USE OF OTHER PROGRAMS' INCOME DETERMINATIONS [24 CFR 5.609(c)(3) and Notice PIH 2023-27]**

*Purposed change is to comply with HOTMA.*

**Current Policy:** None

**New Policy:** When available and applicable, the PHA will accept other programs' Safe Harbor determinations of income at annual reexamination to determine the family's total annual income. The PHA will still require third-party verification of all deductions such as the health and medical care expense or child care expense deductions. Further, if the family is eligible for and claims the disability assistance expense or child care expense deductions, where applicable, the PHA will obtain third-party verification of the amount of employment income of the individual(s) enabled to work in order to cap the respective expenses as required.

Prior to using any Safe Harbor determination from another program, the PHA will ask the family if they agree with the income amounts listed. If the family disputes the income amounts on the Safe Harbor determination, the PHA will obtain third-party verification of all sources of income and assets (as applicable).

The PHA will not accept other programs' determinations of income for any new admission or interim reexamination.

With the exception of income determinations made under the Low-Income Housing Tax Credit (LIHTC) program, the PHA will accept Safe Harbor determinations from any of the programs listed above.

In order to be acceptable, the income determination must:

Be dated within 12 months of the dates listed above;

State the family size

Be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for household members); and

Must state the amount of the family's annual income.

The determination need not list each source of income individually. If the PHA does not receive any acceptable income determination documentation or is unable to obtain documentation, then the PHA will revert to third-party verification of income for the family.

When families present multiple verifications from the same or different acceptable Safe Harbor programs, the PHA will use the most recent income determination, unless the family presents acceptable evidence that the PHA should consider an alternative verification from a different Safe Harbor source.

When the PHA uses a Safe Harbor income determination from another program, and the family's income subsequently changes, the family is required to report the change to the PHA. Depending on when the change occurred, the change may or may not impact the PHA's calculation of the family's total annual income. Changes that occur between the time the PHA receives the Safe Harbor documentation and the effective date of the family's annual reexam will not be considered. If the family has a change in income that occurs after the annual reexam effective date, the PHA will conduct an interim reexam if the change meets the requirements for performing an interim reexamination as outlined in Chapter 11. In this case, the PHA will use third-party verification to verify the change.

#### **7-I.F. LEVEL 4 VERIFICATION [Notice PIH 2023-27] (New)**

*EIV +\_Self-Certification (New)*

*Purposed change is to comply with HOTMA*

**Current Policy:** None

**New Policy:** At annual reexamination, if the PHA is unable to use a determination of income from a means-tested federal assistance program and if there are no reported changes to an income source, the PHA will use EIV + self-certification as verification of employment income, provided the family agrees with the amounts listed in EIV.

The PHA will use an average of the last two quarters of income listed in EIV to determine income from employment. The PHA will provide the family with the information in EIV. The family will be required to sign a self-certification stating that the amount listed in EIV is accurate and representative of current income. If the family disagrees with the amount in EIV, the amount is not reflective of current income, or if less than two quarters are available in EIV, the PHA will use written third-party verification from the source as outlined below.

The PHA will not use this method of verification at new admission since EIV is not available for applicant families or at interim reexamination since the income information in EIV is not current.

### **7-III.F. ASSETS AND INCOME FROM ASSETS**

#### *Self-Certification of Real Property Ownership [24 CFR 5.618(b)(2)] (New)*

*Purposed change is to comply with HOTMA*

**Current Policy:** None

**New Policy:** Both at admission and reexam, the PHA will accept self-certification from the family that the family does not have any present ownership in any real property. The certification will state that the family does not have any present ownership interest in any real property and must be signed by all family members 18 years of age and older. The PHA reserves the right to require additional verification in situations where the accuracy of the declaration is in question.

If the family declares they have a present ownership in real property, the PHA will obtain third-party verification of the following factors: whether the family has the legal right to reside in the property; whether the family has effective legal authority to sell the property; and whether the property is suitable for occupancy by the family as a residence. However, in cases where a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA will comply with confidentiality requirements under 24 CFR 5.2007 and will accept a self-certification.

### **7-III.L. ZERO INCOME STATUS REVIEWS [Notice PIH 2023-27]**

*Purposed change is to comply with HOTMA*

**Current Policy:** The PHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, and earnings are not being received by families claiming to have zero annual income. In addition, the head of household and/or any household members will be required to complete and submit zero-income verification statements to the PHA.

**New Policy:** The PHA will check UIV sources and/or may request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, earned income, child support, etc., are not being received by families claiming to have zero annual income.

The PHA will also require that each family member who claims zero income status complete a zero-income form. If any sources of income are identified on the form, the PHA will verify the income in accordance with the policies in this chapter prior to including the income in the family's annual income.

The PHA will only conduct interims in accordance with PHA policy in Chapter 11.

## 7-IV.B. HEALTH AND MEDICAL CARE EXPENSE DEDUCTION

*Purposed change is to comply with HOTMA*

**Current Policy:** Medical expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts or receipts.

When income is projected at new admission or interim, the PHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The PHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

Written third-party verification forms if the family is unable to provide acceptable documentation.

When income is projected at new admission or interim, if third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

**New Policy:** Medical expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts or receipts.

When income is projected at new admission or interim, the PHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The PHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

Written third-party verification forms if the family is unable to provide acceptable documentation.

When income is projected at new admission or interim, if third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

Before placing bills and documentation in the tenant file, the PHA will redact all personally identifiable information.

If the PHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, the PHA will immediately dispose of this confidential information; this information will never be maintained in the individual's file. If the information needs to be disposed of, the PHA will note in the individual's file that verification was received, the date received, and the name and address of the person/organization that provided the verification. Under no circumstances will PHA include an applicant's or resident's medical records in the file [Notice PIH 2010-26].

## CHAPTER 11

### 11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

*Reporting*

*Purposed change is to comply with HOTMA and identify when changes must be reported by.*

**Current Policy:** The PHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

**New Policy:** All families must report all changes in family and household composition that occur between annual reexaminations within 10 business days of the change.

## 11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

### *Interim Decreases [24 CFR 982.516(c)(2) and Notice PIH 2023-27]*

*Proposed change is to eliminate the administrative burden on staff.*

**Current Policy:** The PHA will conduct an interim reexamination any time the family's adjusted income has decreased by any amount.

**New Policy:** Generally, the PHA will only conduct an interim when the family's adjusted income has decreased by an amount that is 10 percent or more of the family's adjusted income.

When determining the 10 percent threshold, the PHA will round calculated percentages up or down to the next nearest unit as applicable (e.g., a calculated decrease of 9.5 percent will be rounded to 10 percent).

However, the PHA will perform an interim reexamination for a decrease in adjusted income of any amount in two circumstances:

When there is a decrease in family size attributed to the death of a family member; or

When a family member permanently moves out of the assisted unit during the period since the family's last reexamination.

### *Interim Increases [24 CFR 982.516(c)(3) and Notice PIH 2023-27] Increases 10 Percent or Greater (New)*

*Proposed change is for ease of administration*

**Current Policy:** Families are required to report all changes in income within 10 business days of the change occurring. The PHA will conduct an interim reexamination to recalculate the new family share of rent and new subsidy amount.

**New Policy:** When a family reports an increase in their earned income between annual reexaminations, the PHA will not conduct an interim reexamination, regardless of the amount of the increase, and regardless of whether there was a previous decrease since the family's last annual reexamination.

The PHA will process an interim reexamination for any increases in unearned income of 10 percent or more in adjusted income.

The PHA will not perform an interim reexamination when a family reports an increase in income (whether earned or unearned income) within three months of their annual reexamination effective date. However, families who delay reporting income increases until the last three months of their certification period may be subject to retroactive rent increases in accordance with the PHA policies in Chapter 14.

### *Family Reporting-*

*Purposed change*

**Current Policy:** Families are required to report all changes in income within 10 business days of the change occurring. The PHA will conduct an interim reexamination to recalculate the new family share of rent and new subsidy amount.

**New Policy:** The family will be required to report all changes in income regardless of the amount of the change, whether the change is to earned or unearned income, or if the change occurred during the last three months of the certification period. Families must report changes in income within 10 business days of the date the



change takes effect. The family may notify the PHA of changes either orally or in writing. If the family provides oral notice, the PHA may also require the family to submit the changes in writing.

Within 10 business days of the family reporting the change, the PHA will determine whether the change will require an interim reexamination.

If the change will not result in an interim reexamination, the PHA will note the information in the tenant file but will not conduct an interim reexamination. The PHA will send the family written notification within 10 business days of making this determination informing the family that the PHA will not conduct an interim reexamination.

If the change will result in an interim reexamination, the PHA will determine the documentation the family will be required to submit based on the type of change reported and PHA policies in Chapter 7. The PHA will ask the family to report changes in all aspects of adjusted income at this time. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by Assistance Check, mail, email, fax, or in person. The PHA will conduct the interim within a reasonable time period based on the amount of time it takes to verify the information.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

#### **11-III.D. EFFECTIVE DATES [24 CFR 982.516(e) and Notice 2023-27]**

##### *Changes Not Reported Timely [Notice PIH 2023-27] (New)*

*Proposed change is to comply with HOTMA*

- Current Policy:** If the family share of the rent is to increase:  
The increase generally will be effective on the first of the month following 30 days' notice to the family.
- If a family fails to report a change within the required timeframes, or fails to provide all required information within the required timeframes, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.
- If the family share of the rent is to decrease:
- On or before the 15th of the month, the decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation submitted.
- After the 15th of the month, the decrease will be effective on the first day of the second month following the month in which the change was reported and all required documentation submitted.

- New Policy:** In general, when the family fails to report a change in income or family composition timely, and the change would lead to a rent decrease, the PHA will apply the decrease the first of the month following completion of the interim reexamination.
- However, the PHA will apply the results of the interim reexamination retroactively where a family's ability to report a change in income promptly may have been hampered due to extenuating circumstances such as a natural disaster or disruptions to PHA management operations. The PHA will decide to apply decreases retroactively on a case-by-case basis.

When the PHA applies the results of interim decreases retroactively, the PHA will clearly communicate the effect of the retroactive adjustment to the family and may enter into a repayment agreement in accordance with PHA policies.

The PHA will also clearly communicate the effect of the retroactive adjustment to the owner.

## CHAPTER 16

### 16-IV.B. REPAYMENT POLICY

#### *Refusal to Enter into an Agreement (New)*

*Proposed change is to identify the collections efforts the PHA will seek against a family refusing to agree to repay a debt owed.*

**Current Policy:** None

**New Policy:** When a family refuses to repay monies owed to the PHA, in addition to termination of program assistance, the PHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program



### ***HOTMA***

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) Final Income Rule updated HUD regulations for various programs specific to the criteria of reviewing the income and assets of HUD assisted families. HOTMA income and asset requirements also set a limit on the amount and type of assets that assisted families may have, revised the definition of net family assets, and required that applicants for and recipients of assistance provide authorization to Public Housing Agencies (PHAs) to obtain financial records. This resource inventory provides guidance to both PHAs and assisted families on these changes.

### ***Asset Restrictions***

There are now two asset restrictions that can make a family ineligible to participate:

- The family's net assets exceed \$100,000 (amount will be adjusted annually by HUD).
- The family has real property that is suitable for occupancy by the family.

### ***Consent Forms***

Adults will now only need to sign consent form HUD-9886 once, instead of annually.

Family members turning 18 will be required to sign at the family's next annual reexamination.

### ***Family Deductions***

Dependent and elderly/disabled family deductions will be adjusted annually for inflation. When adjusted, the new amounts will apply to a family's next annual or interim reexamination.

- Dependent deduction will start at \$480 (no change)
- Elderly/Disabled deduction will start at \$525 (was \$400)
- The threshold for deducting unreimbursed medical and disability care expenses is increasing from 3% of annual income to 10% of annual income.
- Phased-in relief for the increased threshold will be provided to all families who received medical/disability care deductions as of January 1, 2024 over a period of 24 months, beginning at the family's next reexamination.
- The threshold will be 5% at the first reexamination processed after our PHA becomes HOTMA compliant January 1, 2025.
- 12 months after the 5% threshold was established, the threshold will increase to 7.5%.
- After the family has completed 24 months of phase-in at the increasing thresholds, the family's threshold will increase to 10%.

### ***Enterprise Income Verification***

Enterprise Income Verification (EIV) and Self-Certification can now be used to verify income.

### ***Interim Income Increases***

Interim income increases for earned income will not be conducted.

COMMUNITY DEVELOPMENT AUTHORITY CITY OF  
WEST ALLIS  
RESOLUTION NO: 1485  
DATE ADOPTED: September 10, 2024

Resolution to approve amendments to the Section 8 Housing Choice Voucher Five-Year Plan, Annual Plan, and Administrative Plan changes for Operation Year 2025.

WHEREAS, the Community Development Authority of the City of West Allis (the “Authority”) acts as the Public Housing Authority and administers the U.S. Department of Housing and Urban Development’s (HUD’s) Section 8 Housing Choice Voucher (“HCV”) Program for the City of West Allis; and,

WHEREAS, the Authority is desirous of providing affordable housing and regulating policies and procedures in order to provide fair housing opportunities; and,

WHEREAS, the Authority approved the creation of the Resident Advisory Board (the “RAB”) through Resolution No. 991 on May 14, 2013; and,

WHEREAS, significant amendments to the Five-Year, Annual Plan, and Administrative Plan must be reviewed by the RAB, who makes recommendations to the Authority; and,

WHEREAS, the RAB held a meeting on July 11, 2024, to review the Five-Year, Annual Plan, and Administrative Plan and no recommendations or amendments to the Administrative Plan were posed, hereby attached as Attachments A; B; and C; and,

WHEREAS, the Authority hereby approves said attached amendments to the Five-Year Plan, Annual Plan, and Administrative Plan.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Authority of the City of West Allis hereby approves the Public Housing Authority the Five-Year Plan, Annual Plan, and Administrative Plan relative to Asset requirements, hereby attached as Attachments A, B, and C.

Approved: \_\_\_\_\_  
Patrick Schloss, Executive Director  
Community Development Authority

DEVELOPMENT AGREEMENT

1  
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3  
4  
5  
6  
7       **THIS DEVELOPMENT AGREEMENT** (this "Agreement"), made and entered into as of  
8 the 5 day of September, 2006, by and between **WEST ALLIS DEVELOPMENT, LLC**,  
9 ("Buyer"), a Wisconsin limited liability partnership, and the **COMMUNITY DEVELOPMENT**  
10 **AUTHORITY OF THE CITY OF WEST ALLIS** (the "Seller"), a Wisconsin Municipal  
11 Corporation.

12       **WHEREAS**, on even date herewith, the Seller and Buyer have executed a Purchase and Sale  
13 Agreement (the "Purchase and Sale Agreement") for the purchase by Buyer and the sale by the Seller  
14 of the Property;

15       **WHEREAS**, Buyer intends to develop the Property by constructing upon the Property a  
16 mixed use building containing residential condominium units and commercial space (the "Project")  
17 by Buyer pursuant to the terms of this Agreement; and

18       **WHEREAS**, Buyer and the Seller desire to set forth in writing the terms and conditions  
19 under which Developer has agreed to develop and maintain the Project.

20       **NOW, THEREFORE**, for other good and valuable consideration, the receipt and sufficiency  
21 of which are hereby acknowledged, it is agreed as follows:

1           1.     SELLER'S OBLIGATIONS.

2                     The Seller shall be obligated as follows:

3           A.     Sale of the Property. Seller shall close the sale of the Property to Buyer in  
4 accordance with the Purchase and Sale Agreement.

5           B.     Zoning and Planning Approvals. The Seller shall use its best efforts to  
6 expedite the zoning and plan review process of the City of West Allis to accommodate  
7 Buyer's development schedule for the construction of the Project, with a commencement date  
8 for construction not later than the date referred to in **EXHIBIT E.**

9           C.     Environmental Reports. The Seller, prior to closing of the sale to Buyer will  
10 supply the Buyer with all of the environmental and geotechnical reports concerning the  
11 Property that Seller has in its possession.

12           D.     Street Lights. – The seller, shall be responsible  
13 for replacing all street lights along the north side of W.  
14 Greenfield Ave. between S. 63 St and S. 64 St.

15           2.     BUYER'S OBLIGATIONS.

16                     Buyer shall be obligated as follows:

17           A.     Purchase of the Property. Buyer shall close the purchase of the Property from  
18 the Seller in accordance with the Purchase and Sale Agreement.

1           B.     Demolition. Buyer will demolish all existing buildings and prepare the site  
2           for development. The Seller will provide the Buyer with all environmental testing  
3           information as well as the Geotechnical testing done on the site.

4           C.     Environmental Remediation. Buyer shall be responsible for all environmental  
5           remediation and geotechnical site preparation.

6  
7           D.     Construction of Mixed Use Apartment/Commercial Project.

8           (1)    The Buyer will construct and landscape the Project in accordance with  
9           the preliminary building and site plans and specifications filed and approved by the  
10          Seller according to its review and approval procedures as herein referenced. The  
11          Project shall contain approximately 42 residential condominium units and  
12          approximately 22,000 square feet (gross floor area) of commercial space, together  
13          with approximately 88 underground parking spaces and approximately 34 surface  
14          parking spaces to remain open to the public. The project shall be approximately  
15          (within 10%) an 85,000 square foot, 5-story building. The aforesaid plans and  
16          specifications for the Project are attached hereto as EXHIBIT 1 and made a part  
17          hereof.

18          E     Schedule. Buyer shall commence construction of the Project no later than  
19          the date referred to in EXHIBIT E and shall proceed with due diligence to completion  
20          and occupancy no later than the date referred to in EXHIBIT E of the Purchase and

1           Sale Agreement.

2           F.     Information Sharing. Buyer has prepared a budget for the preparation,  
3 construction and landscaping of the Project and has submitted the same to the Seller for its  
4 approval. Buyer shall maintain records such that its actual expenditures for the preparation,  
5 construction and landscaping of the Project may be ascertained and reconciled against said  
6 budget. From time to time, upon reasonable notice from the Seller, the Seller shall be  
7 entitled to examine such records to verify construction costs.

8           G.     Availability of Funds for Construction. Prior to the commencement of  
9 construction, and from time to time thereafter, upon the request of the City, Buyer shall  
10 provide to the Seller evidence satisfactory to the Seller that Buyer has available to it  
11 sufficient funds for the completion of the Project upon the schedule set forth herein.

12          H.     Conveyance. Buyer shall not sell, transfer or convey the Property to anyone  
13 other than an Affiliate until after the Occupancy Permit has been issued. For purposes of this  
14 Agreement "Affiliate" shall mean an entity controlling, controlled by or in common  
15 controlled with Buyer. Nothing herein shall preclude Buyer from selling a majority  
16 membership interest in the Property Owner.

17          I.     Nondiscrimination. No owner or occupant of the Property shall restrict the use or  
18 enjoyment of the Property or the Project upon the basis of sex, race, creed, color, or national  
19 origin in the sale, use or occupancy thereof.

20          J.     No Subdivision. Without the prior written consent of the Common Council of



1 the City, no owner of the Property may subdivide the Property nor sell, transfer or convey  
2 less than the entire Property.

3 3. **CONSTRUCTION QUALITY GUARANTEE.**

4 Buyer shall provide the following:

5 A. Underground Utilities. All existing and proposed public and private utilities  
6 are to be placed underground.

7 B. Architecture. The building will consist of less than 15% EIFS overall and  
8 the front façade of the building will consist of less than 6% EIFS.

9 C. Fireplaces. At least 6 units will include fireplaces. All 42 units shall have  
10 the capability (setup) to include a fireplace.

11 D. Soundproofing. Studs will be staggered and soundboard and batten will  
12 be put in place for soundproofing.

13 E. Balconies. Balconies will be provided for all units at a minimum of 6' x  
14 6'.

15 F. WIFI. WIFI will be provided to all units.

16 G. Rooftop Garden - An individual space will be designated for rooftop gardens for  
17 all of the "Loft Units", per the plans approved by the Plan Commission.

18 4. **INTENTIONALLY LEFT BLANK.**

19 5. **BUYER'S CONTINGENCIES.**

20 The obligations of Buyer hereunder are contingent upon the satisfaction or waiver of its

1 contingencies set forth in the Purchase and Sale Agreement within the time periods provided therein.  
2 If said contingencies are not waived or satisfied within the time periods provided therein, this  
3 Agreement shall be null and void, Buyer's earnest money shall be returned, and neither party shall  
4 have any further rights or obligations with respect thereto and such failure shall not constitute a  
5 default hereunder.

6 6. **NO ASSIGNMENT.**

7 The Buyer may not assign its rights in this Agreement without the prior written  
8 consent of the Seller, except that Buyer may assign this Agreement to an affiliate without the Seller's  
9 consent

10 7. **BUILDING STANDARDS AND UTILITIES.**

11 All buildings and other site improvements (collectively "Improvements") to be  
12 constructed under this Agreement shall comply with the following minimum standards:

13 A. Improvements shall be designed by an architect or engineer. No side,  
14 elevation or facade of the building is exempt from public view; consequently, all sides,  
15 elevations or facades of the building shall be visually pleasing and architecturally and  
16 aesthetically compatible with the surrounding environment. Building Improvements are  
17 subject to architectural review and approval by the Plan Commission of the City as provided  
18 herein.

19 B. All trash disposal areas shall be screened in such a manner as to be  
20 harmonious with the building exterior and design.

1 C. No building Improvements or structures shall be constructed on the Property  
2 until a site plan therefore (showing location, land coverage, building intensity, landscaping  
3 and off-street parking) have been submitted to and approved by the Planning Commission of  
4 the City (the "Site Plan"). Improvements shown and determined on the Site Plan shall  
5 include, but not be limited to:

- 6 (1) All finished grade levels;
- 7 (2) Location of all building and other structures (to include a schedule  
8 showing: lot area and total square feet in building (each floor);
- 9 (3) Sidewalks and driveways (including types of materials);
- 10 (4) Parking and access drive dimensions and locations, stall numbers and  
11 dimensions, curbs, tire stops, loading docks, and snow storage areas;
- 12 (5) Loading areas (including types of materials);
- 13 (6) Utility and storage areas (including types of materials);
- 14 (7) Lawns and landscaped areas (including types of materials);
- 15 (8) Water impoundments;
- 16 (9) Fences (including types of materials);
- 17 (10) Lights (including types);
- 18 (11) Areas of fill or cuts;
- 19 (12) Storm water drainage plans and facilities;
- 20 (13) On-site sewer, water and other utility locations, sizes and easement

- 1                    locations;
- 2                    (14) Location, screening and type of refuse collection facilities; and
- 3                    (15) All exterior signs and all other signs visible from the exterior of the
- 4                    building and other structures.
- 5                    (16) Dimensions of all front, side, and rear yards, drives, etc.
- 6                    (17) Other paved areas and uses, fencing and walls, outdoor lighting
- 7                    (location and direction of beams).
- 8                    (18) A landscaping and screening plan showing the location, common and
- 9                    botanical names, planting size, root condition and quantity of all plant
- 10                   material. The plan shall also show all ground cover and mulch areas and
- 11                   landscape construction materials.
- 12                    (19) Locations and dimensions of all easements.
- 13                    (20) Surface details of all outside areas, such as paving.
- 14                    (21) Signs: design, size, location, and illumination.
- 15                    (22) Designation of future expansion areas.
- 16                    (23) Locations of all hydrants within the Site.
- 17                    (24) Grading Plan.
- 18                         a. Existing and proposed grades and contours.
- 19                         b. Surface water drainage and detention and/or retention.
- 20                    c. Finished grade at building.

1 d. Catch basins and storm sewer locations.

2 e. Connection to existing utilities.

3 8. PARKING

4 A. Buyer will provide a minimum of 88 underground parking spaces.

5  
6 B. Buyer will provide a minimum of 34 at **public** parking spaces with the  
7 following restrictions to be kept in place.

8  
9 (1) A minimum of 34 parking stalls shall remain public parking and  
10 thus shall not be designated or assigned nor shall any leases be given out  
11 within the public parking lot to any tenants or non-tenants of the building.

12 Tenants are prohibited from parking their vehicles in the public parking  
13 lot overnight unless approval is obtained from Seller.

14  
15 (2) Public parking signs to be approved by the West Allis Department of  
16 Development will be placed at the entrance to the parking lot on both  
17 the 63<sup>rd</sup> and 64<sup>th</sup> St. entrances.

18  
19 (3) The buyer will maintain the parking lot in accordance with the final  
20 plans approved by the Plan Commission. Approved plans will run

1 with the land and will remain in effect regardless of changes in  
2 ownership of the subject property.

3 (4) If the developer so chooses the public parking spaces referenced above  
4 can be placed underground. If they are placed underground the spaced  
5 shall be easily accessible for the public from both S. 63 St and S. 64 St  
6 and shall be clearly marked as public parking. Relocation of the public  
7 parking will be subject to prior approval by the Seller.

8

9 9. **REFUSE.**

10 All trash containers, including dumpsters, must be enclosed by a solid wall or fence  
11 that matches the building facade and provide a suitable visual screen. Such wall shall be of  
12 sufficient height to cover the material stored and shall be maintained so as to present a good  
13 appearance at all times. All trash enclosures to be permitted in side and rear yards only.

14

15 10. **UTILITIES AND SITE LIGHTING.**

16 All utility lines within the Site shall be installed underground in easements provided  
17 therefore. No overhead electric power, telephone or cable service will be permitted. Parking and  
18 roadway lighting (fixture, height, type and intensity) where provided shall be approved by the City. .  
19 Area lighting shall not be mounted on the building.

20 11. **OTHER SITE IMPROVEMENTS.**

1           A.    Traffic Circulation.  The location and design compatibility of all lanes,  
2           drives, parking arrangements and ingress and egress plans for the Property, including the  
3           impact on traffic circulation, shall be part of the site plan review conducted by the Plan  
4           Commission under Sub-section 7.C., above.

5           B.    Landscaping.  Landscaping improvements shall be required as an integral part  
6           of the Property. All areas on the Property not used for building, storage, parking, walks, and  
7           access roads, shall be suitably graded and drained, seeded or sodded, and maintained in grass  
8           and landscaped areas as provided in Sec. 12.13 of the Revised Municipal Code. Landscaped  
9           areas shall contain trees, shrubs, grass and/or other suitable groundcover in accordance with a  
10          landscape plan for the Property approved in writing by the Plan Commission. All required  
11          landscaping shall be completed within one year of the completion of construction of the  
12          principal building on the Property and shall, thereafter, be maintained in a manner acceptable  
13          to the City. Landscape materials shall be suitable to the climate, soil conditions and intended  
14          use of the Property and shall be of sufficient size and density (trees must be at least 2 1/2"  
15          caliper, unless otherwise specifically approved by the Plan Commission) to create an  
16          "immediate environment." "Immediate environment" shall mean the use of mature shrubs  
17          and plants and the use of trees sufficiently developed to impart a mature or well developed  
18          landscape as opposed to one made up of immature planting and saplings.

19          12.    **BUILDING LOCATION.**

20          The Project and other building Improvements shall be located on the Property as

1 indicated on the Site Plan to be approved by the Plan Commission of the City pursuant to  
2 Subsection 5.C., above, subject to minor adjustments due to soil, grading and engineering  
3 conditions.

4 13. **BUILDING DESIGN AND MATERIALS.**

5 Building plans and specifications, including architectural elevations, for the Project, to include  
6 construction materials, are subject to review and final approval by the City's Plan Commission  
7 pursuant to the provisions of this Agreement. The basic design and exterior construction materials  
8 of the Project shall be in conformity with EXHIBIT 1, which is attached and made a part hereof.  
9 Facade treatments must be compatible with site standards and aesthetically appropriate.  
10 . Specifically, the following materials shall be used as the standard for the Project. Final colors are  
1 subject to review and final approval by the City's Plan Commission. Developer shall provide  
12 material and color samples for review and approval pursuant to the provisions of this Agreement:

13 (1) The building will consist of less than 15% EIFS overall and the front  
14 façade of the building will consist of less than 6% EIFS. At a minimum the  
15 architectural portion of the Plan Commission submittal will consist of the  
16 plans attached in EXHIBIT 2.

17 (2) All windows in areas where brick is the primary building material  
18 shall have pre-cast or stone lintels.

19 (3) Copper, architectural metal panels, ceramic and glass tile may be used  
20 as an architectural accent material where deemed compatible with the overall



1 building design and aesthetically appropriate.

2 (4) Non-tinted glazing shall be used for commercial storefronts.

3 (5) Signage shall be set at the outside edge of an architectural canopy and  
4 shall consist of three dimensional channel lettering.

5 (6) Building lighting shall be designed so as to create a dramatic effect at  
6 night while minimizing disturbance to the building's residential tenants.

7 (7) Interior finishes to be constructed to quality standards described in  
8 EXHIBIT 3 and made part of herewith.

9 (8) Rooftop mechanical units, such as ventilating and air conditioning  
10 equipment shall be appropriately screened so as to be sensitive/compatible  
11 with the design of the building. Through wall air conditioning units shall be  
12 screened with architectural louvers so as to minimize their visual impact.

13  
14 14. **PROPERTY IMPROVEMENTS.**

15 A. Plan Review. No building or other Improvements shall be erected, placed or  
16 altered on the Property until the building plans and specifications for such improvements,  
17 including the Site Plan, and grading plan have been submitted to and approved by the Plan  
18 Commission of the City. The Plan Commission shall review and approve, approve  
19 conditionally, or disapprove the building plans and specifications with respect to their  
20 conformity with this Agreement and applicable enactments of the City, and with respect to

1 the harmony of design and land use as it affects other property adjacent to the Property.

2 **B. Plan Requirements.** Plans drawn to scale shall be submitted to the Plan  
3 Commission for review. Six (6) sets of all site plans and two (6) sets of all building plans  
4 shall be submitted as follows:

5 (1) Floor plans of typical floors.

6 (2) Entrances, exits, loading docks, and building service areas.

7 (3) Storage areas and buildings.

8 (4) Architectural treatment of building exteriors including building  
9 materials, and colors.

10 (5) Samples of construction materials.

11 **C. Determination.** The City of West Allis has approved Planned Development  
12 District (PDD) # 6643. Said PDD governs the use of the property.

13 **D. Enforcement.** In the event the Buyer proceeds to make improvements  
14 without first having received the approval, as provided above; or, in the event the Buyer  
15 proceeds in a manner which does not comply with the plans and specifications as approved  
16 by the Plan Commission, the Seller may take action to stop construction of the  
17 improvements. Action by the Seller shall consist of a notice to the Buyer who is proceeding  
18 in violation of, or without approval from Plan Commission, which notice shall be in writing.  
19 The Notice shall advise the Buyer of the nature of the violation and shall order immediate  
20 cessation of work on the improvements or part thereof. The Buyer shall upon receipt of the

1 Notice, immediately cease work on the improvements and desist from working on the  
2 improvements until the matter is resolved as set forth below. The Buyer may request a  
3 meeting with the Seller, which shall be granted within fifteen (15) days of the request. If the  
4 Buyer can demonstrate compliance with approved plans and specifications to the satisfaction  
5 of the Plan Commission or if the parties agree to a modification, in writing, of the plans and  
6 specifications, the Seller shall rescind its order stopping construction.

7 15. ACCESSORY STRUCTURES.

8 The location, size and design compatibility of all permitted accessory structures in the  
9 Project, such as garages, maintenance buildings, etc., shall be approved in writing by the Plan  
10 Commission pursuant this Agreement, before construction. The term "accessory structure" includes,  
11 but is not limited to, the following (if such structures are to be located within the required setbacks):  
12 ground-mounted telephone and electrical transformers, gas meters, ground-mounted air conditioners,  
13 exhaust ducts and similar structures.

14 16. FENCING.

15 Fenced areas are permitted under the following terms and conditions:

16 A. Placement. Not permitted in front yard or easement areas, with the  
17 exception of fencing required by code.

18 B. Type. The type and style of fencing material used is subject to approval  
19 by the Plan Commission.

20 C. Height. Fences shall not exceed four (4) feet in height with solid side facing

1 outward from property. Additional height may be approved by the Plan Commission.

2 D. Maintenance. All fences shall be maintained in good condition including  
3 painting as required.

4 17. SIGNAGE.

5 A. Review. The Plan Commission reserves the right to review all exterior signs  
6 and to approve only those, which are environmentally and aesthetically suitable. Buyer shall  
7 submit a plan to the Department of Development indicating, in sufficient detail for review  
8 and approval, the type, size, shape and location of its proposed signs. Plan Commission or  
9 Sellers approval shall be required prior to the fabrication or installation of a sign or the filing  
10 of a formal application for a permit with the Department of Building Inspection and Zoning.  
11 Off-premise and rooftop signs are expressly prohibited.

12 B. Standards.

13 (1) No signs other than one Project identification sign and directional  
14 signs shall be permitted on the Site. No off-premise, roof-mounted or  
15 wall-mounted billboards or signs will be permitted.

16 (2) The Project identification sign must include a landscaped setting of  
17 ornamental shrubs, flowers, ground cover or a combination of the  
18 three in an area equal to two times the area of the sign. All lettering  
19 and logos on the identification sign shall be individually cut or  
20 fabricated letters. No panel signs are permitted.

1 (3) Sign lighting, if desired, must be ground-mounted hidden from view  
2 from the street. Individual letters may be internally illuminated.

3 (4) Directional SIGNAGE shall be a post and panel system and shall be  
4 limited in size to four (4) square feet and not posted more than six (6)  
5 feet above the grade. Not more than one sign shall be provided at  
6 each access drive.

7 18. **SATELLITE DISH ANTENNAS**

8 All satellite dish placements will require a special permit from the Plan Commission.

9 Approvals will be subject to the following criteria:

10 A. Antennas shall be erected or maintained in the rear yard of buildings and not  
11 on the street side of buildings. The Plan Commission shall have the authority to authorize  
12 other locations based on demonstrated site constraints.

13 B. Height restriction: 35 feet

14 C. Antennas shall not be located in any required setback or easement area.

15 D. The antenna shall be located and designed so as to minimize the visual impact  
16 on surrounding properties and its visibility from the public street. Antennas should be  
17 screened through the addition of harmonious architectural features and/or landscaping in  
18 keeping with the elements and characteristics of the property.

19 E. No obstruction shall protrude into the airspace defined by the forward  
20 extension of a plane from the outer edge of the antenna dish to infinity and at the same

1 horizontal and vertical angle as the central axis of the antenna dish.

2 F. Materials used in constructing the antenna shall not be unnecessarily bright,  
3 shiny, garish, or reflective.

4 G. Advertising placed on the dish face or any other antenna component is  
5 prohibited except for the corporate name and/or identification logo.

6 19. **MAINTENANCE RESPONSIBILITIES**

7 A. The Buyer shall keep the Property, all contiguous street right-of-way to edge  
8 of pavement, and easement areas in a well maintained, safe, clean, and attractive condition at  
9 all times. Such maintenance includes, but is not limited to, the following:

10 (1) Any Urban Art placed on the site or building shall be maintained  
11 appropriately. If materials age into poor condition the Plan  
12 Commission shall have the discretion to request that they be replaced.

13 The Plan Commission prior to being put in place shall first approve  
14 any change to the Urban Art.

15 (2) The removal of all litter, trash, refuse, and wastes.

16 (3) The mowing of all lawn areas to a height of less than five (5) inches  
17 unless otherwise approved in writing by the Plan Commission. Those  
18 designated and approve unused lot areas shall be cut a minimum of  
19 three (3) times per year.

20 (4) The maintenance of lawn and landscape areas in a weed-free, healthy

1 and attractive condition.

2 (5) The care and pruning of trees and shrubbery outside of easements  
3 within property boundaries.

4 (6) The maintenance of exterior lighting, signs, and mechanical facilities  
5 in working order.

6 (7) The keeping of all exterior building surfaces in a clean, well  
7 maintained condition.

8 (8) The striping and sealing of parking and driveway areas.

9 (9) The removal of unlicensed or inoperable vehicles.

10 (10) Snow and ice removal.

11 B. During construction, it shall be the responsibility of the owner to insure that  
12 construction sites are kept free of unsightly accumulations of rubbish and scrap materials;  
13 and that construction materials, trailers, and the like are kept in a neat and orderly manner.  
14 Burning of excess or scrap construction material is prohibited. Construction site erosion  
15 control practices shall be implemented to prevent erosion, sedimentation and pollution of air  
16 or water during construction. Erosion control plan to be submitted and approved by the  
17 Building Inspection Department.

18 20. **CONSTRUCTION REMEDIES.**

19 A. In the event Buyer does not commence and/or complete construction of the  
20 Project as hereinabove set forth, because of the public interest involved the Seller

1 shall have the right to specific performance of the covenants and obligations of Buyer  
2 to be performed hereunder by it, in addition to all other remedies the Seller may have  
3 under this Agreement or at law or in equity.

4 B. In addition to all other remedies the Seller may have under this Agreement or  
5 at law or in equity, and as an alternative thereto, in the event Buyer does not  
6 commence and/or complete construction of the Project as hereinabove set forth, the  
7 Seller may, but shall not be required to, purchase the Property for the price paid to the  
8 Seller by Buyer, if another price is not willingly agreed to in writing by the Seller and  
9 Buyer, by giving written notice to Buyer of its intention to repurchase. If  
10 development of the Project has begun, the repurchase price shall be the fair market  
11 value of the Property. If the Seller and Buyer are not able to reach agreement as to  
12 the fair market value, such fair market value shall be determined by appraisal as  
13 follows. Either Party may by notice to the other, appoint a disinterested MAI  
14 appraiser as one of the appraisers. Within ten (10) days thereafter the other Party  
15 shall, by written notice to the Party appointing the first appraiser, appoint another  
16 disinterested MAI appraiser as a second appraiser. The appraisers thus appointed  
17 shall appoint a third disinterested MAI appraiser, and such three appraisers shall as  
18 promptly as possible determine such value, provided however that:

- 19 (1) if the second appraiser shall not have been appointed as aforesaid, the  
20 first appraiser shall proceed to determine such value; and



1 (2) if, within five (5) days after the appointment of the second appraiser,  
2 the two appraisers appointed by the Parties shall be unable to agree  
3 upon the appointment of a third appraiser, they shall give written  
4 notice of such failure to agree to the Parties, and, if the Parties fail to  
5 agree upon the selection of such third appraiser within five (5) days  
6 after the appraisers appointed by the Parties gave notice as aforesaid,  
7 then within five (5) days thereafter either of the parties upon written  
8 notice to the other Party hereto may apply for such appointment to the  
9 Circuit Court of Milwaukee County.

10 The Parties shall each be entitled to present evidence and argument to the  
11 appraisers. The determination of the sole appraiser or an average of the three  
12 appraisers if agreement cannot be reached, as the case may be, shall be conclusive  
13 upon the Parties and judgment upon the same may be entered in any court having  
14 jurisdiction thereof. The appraisers shall give written notice to the Parties stating  
15 their determination, and shall furnish to each Party a copy of such determination  
16 signed by them. The expense of such appraisal(s) shall be borne equally by the  
17 Parties. In the event of the failure, refusal or inability of any appraiser to act, a new  
18 appraiser shall be appointed in his stead, which appointment shall be made in the  
19 same manner as provided above for the appointment of the appraiser so failing,  
20 refusing or unable to act.

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The notice of intention to exercise the repurchase right can be given at any time after failure of Buyer to comply with this section. Title to the Property shall be conveyed to the Seller in the same condition as conveyed by the Seller to Buyer and a title insurance policy shall be provided at the expense of Buyer in the amount of the repurchase price and insuring the Seller's title is in the aforementioned condition. This section shall terminate upon receipt of a Conditional Occupancy Permit. In addition to all other remedies the Seller may have under this Agreement, in the event Buyer does not continuously and actively proceed with the construction of the Project and complete such construction in accordance with the provisions of this Agreement, Buyer shall pay to the Seller, as liquidated damages, the sum of \$500.00 per working day for each working day that Buyer is in default of said time limitations. The determination and acceptance of the Seller of the liquidated damages for delay shall be without prejudice to any other rights and remedies set forth in this Agreement. In the event that the Seller has submitted an offer to purchase the Property pursuant to Subsection 19. B. (2) above the period of time for calculating a default under this Section shall be tolled until such time as the appraisal process as described herein has been completed.

For purposes of this Agreement, the term "commencement of construction" shall mean site preparation, such as earth grading and scraping, excavating and other like physical activities on the Property; the term "completion of construction" shall mean substantial

1 completion of the Project (excluding landscaping) in accordance with the final approved  
2 plans and specifications sufficient to entitle Buyer to obtain an occupancy permit for any  
3 portion of the Project.

4 21. **DEFAULT PROVISIONS.**

5 A. Remedies of Seller. In the event of Buyer's default hereunder and in addition  
6 to any other rights or remedies provided for in the Agreement, Seller shall have the  
7 following specific rights and remedies:

- 8 (1) With respect to matters that are capable of being corrected by the  
9 Seller, the Seller may at its option enter upon the Property for the  
10 purpose of correcting the default and the Seller's reasonable costs in  
11 correcting same, plus interest as provided in the subsection below,  
12 shall be paid by Buyer to the Seller immediately upon demand;
- 13 (2) Injunctive relief;
- 14 (3) Action for specific performance; and
- 15 (4) Action for direct money damages.

16 B. Should Seller default under this Purchase and Sale Agreement, in addition to  
17 all other rights and remedies provided for in this Agreement and the Development  
18 Agreement, Buyer shall be entitled to a return of its Earnest Money or in the  
19 alternative, Buyer shall have the following specific rights and remedies: (1) with  
20 respect to matters that are capable of being corrected by Buyer, the Buyer may at its

1 option correct the default and Buyer's reasonable costs in correcting same, plus  
2 interest as provided in the Development Agreement, shall be paid by Seller to the  
3 Buyer immediately upon demand; (2) injunctive relief; (3) action for specific  
4 performance; and (4) action for direct money damages. Neither party shall be liable  
5 to the other for consequential, indirect, incidental or exemplary damages, whether  
6 based on contract, negligence, strict liability or otherwise.

7 C. The following shall constitute an event of default:

- 8 (1) Developer becomes insolvent or generally not pay or be unable to pay  
9 or admit in writing to its inability to pay, its debts as they mature.
- 10 (2) Developer makes an assignment for the benefit of creditors or to an  
11 agent authorized to liquidate any substantial amount of assets.
- 12 (3) Developer becomes the subject of an "order for relief" within the  
13 meaning of the United States Bankruptcy Code or files a petition in  
14 bankruptcy, for reorganization or to affect a plan or other arrangement  
15 with creditors.
- 16 (4) Developer has a petition or application filed against it in bankruptcy  
17 or any similar proceeding or have such a proceeding commenced  
18 against it, and such petition, application or proceeding shall remain  
19 undismissed for a period of ninety (90) days or the Developer shall  
20 file an answer to such petition or application, admitting the material



1           23.    **FORCE MAJEURE.**

2           No Party shall be responsible to any other Party for any resulting losses and it shall not be a  
3   default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by  
4   revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, unusual  
5   adverse weather conditions, legally required environmental remedial actions, shortage of materials,  
6   or by any other cause not within the control of the Party whose performance was interfered with, and  
7   which by the exercise of reasonable diligence such Party is unable to prevent, whether of the class of  
8   causes hereinabove enumerated or not, and the time for performance shall be extended by the period  
9   of delay occasioned by any such cause.

10          24.    **PARTIES AND INTERESTS; SURVIVAL OF AGREEMENTS.**

11           Except as otherwise expressly provided herein, this Agreement is made solely for the  
12   benefit of the Parties hereto and the City of West Allis and no other person, partnership, association  
13   or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and  
14   agreements in this Agreement shall remain operative and in full force and effect until fulfilled and  
15   shall survive the closing.

16          25.    **TIME.**

17           Time is of the essence with regard to all dates and time periods set forth herein.

18          26.    **INDUCEMENTS AND RELIANCE.**

19           Buyer acknowledges that the warranties and representations made here by the Buyer  
20   are a material inducement to the Seller entering into the Purchase and Sale Agreement and

1 Development Agreement for the Property, and that Seller is entitled to rely upon these warranties and  
2 representations despite independent investigation undertaken by the Seller and that the warranties  
3 and representations made here and by the Buyer shall survive the Closing and the execution and  
4 delivery of the Deed for the Property.

5 27. NOTICES.

6 All notices, demands, certificates or other communications under this Agreement  
7 shall be given in writing and shall be considered given (i) upon receipt if hand-delivered to the party  
8 or person intended, or (ii) one business day after deposit if deposited with a nationally recognized  
9 overnight commercial courier service, airbill prepaid, or (iii) two (2) business days after deposit if  
10 deposited in the United States mail postage prepaid, by certified mail, return receipt requested,  
11 addressed by name and address to the party or person intended as follows:

12 To the City: Executive Director  
13 Community Development Authority of the City of West Allis  
14 7525 West Greenfield Avenue  
15 West Allis, WI 53214  
16 Attn: John F. Stibal  
17

18 with a copy to:

19 City Attorney  
20 City of West Allis  
21 7525 West Greenfield Avenue  
22 West Allis, WI 53214  
23 Attn: Scott E. Post, City Attorney  
24

25  
26 To Developer: West Allis Development, LLC  
27 788 N. Jefferson  
28 Milwaukee, WI 53202  
29 Attn: Brian Kliesmet, Member

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with a copy to:           Halling & Cayo, S.C.  
                                  320 E. Buffalo St.  
                                  Suite 700  
                                  Milwaukee, WI 53202  
                                  Atten: Scott N. Burns

Any Party may, by written notice to the other Party, designate a change of address for the purposes aforesaid.

28.    **ENTIRE AGREEMENT.**

Except for the Purchase and Sale Agreement, this writing constitutes the entire Agreement between the Parties hereto, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated. This Agreement may be modified or amended only by written instrument signed by the Seller and Buyer.

29.    **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and

construed in accordance with the laws of the State of Wisconsin. Any action concerning this Agreement shall be initiated and maintained in Milwaukee County, Wisconsin.

30.    **CAPTIONS.**

The captions or headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.



1           31.    **COUNTERPARTS.**

2                   This Agreement may be signed in any number of counterparts with the same effect as  
3 if the signatures thereto and hereto were upon the same instrument.

4           32.    **SEVERABILITY.**

5                   If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be  
6 inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in  
7 all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or  
8 any constitution or statute or rule of public policy, or for any other reason, such circumstance shall  
9 not have the effect of rendering the provision in question inoperative or unenforceable in any other  
10 case or circumstance, or of rendering any other provision or provisions herein contained invalid,  
11 inoperative or unenforceable to any extent whatever.

12           33.    **CONTINUITY**

13                   The property shall be conveyed subject to the restrictions, covenants, agreements and  
14 conditions contained herein, all of which are to run with the land and shall be binding on all parties  
15 and all persons claiming the Property in perpetuity, unless a resolution adopted by the City and the  
16 property owners has been recorded, agreeing to change, modify, or amend the Agreement in whole or  
17 in part.

18           34.    **MEMORANDUM OF AGREEMENT.**

19                   The Parties agree that at the request of the Seller they will execute a memorandum of  
20 this Agreement to be recorded in the Office of the Register of Deeds of Milwaukee County.

1           35.    CONSTRUCTION

2                    Seller and Buyer acknowledge that each party and its counsel have received and  
3 reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities  
4 are to be resolved against the drafting party shall not be employed in the interpretation of this  
5 Agreement or any amendments or exhibits hereto.

6           35.    GOOD FAITH.

7                    The Parties covenant and agree to act in good faith in the performance and  
8 enforcement of the provisions of this Agreement.

9

10 **IN WITNESS WHEREOF**, the Parties have executed this Agreement the date first above written

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West Allis Development, LLC

By: [Signature] Member

Brian Klesmet, Member

By: [Signature]

Steven Stewart, Member as witness

STATE OF WI )

Milwaukee COUNTY ) SS.

Personally came before me this 1 day of September, 2006, the above named Brian Klesmet and Steven Stewart, the President and Secretary, of XXXXXXXXXXXX, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

[Signature] [SEAL]  
Print Name: Diana L. Malinger  
Notary Public, Milwaukee County  
State of Wisconsin  
My Commission: 4-11-10

(TEXT CONTINUED ON NEXT PAGE)



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**PLANS & SPECIFICATIONS**

**EXHIBIT 1**

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EXHIBIT 2

ARCHITECTURAL ELEVATIONS

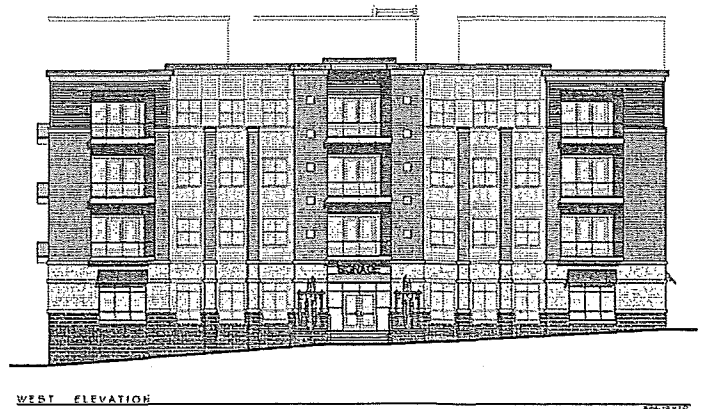
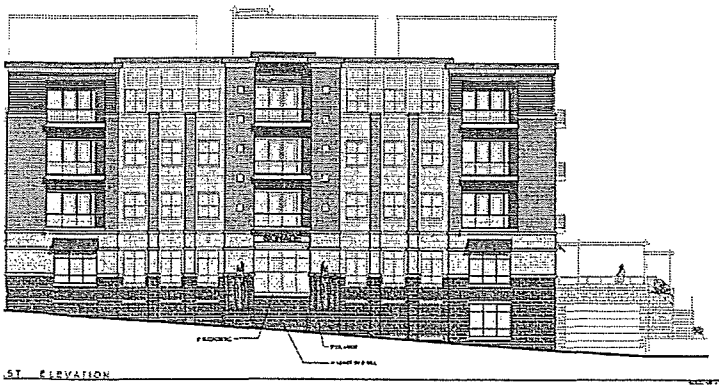
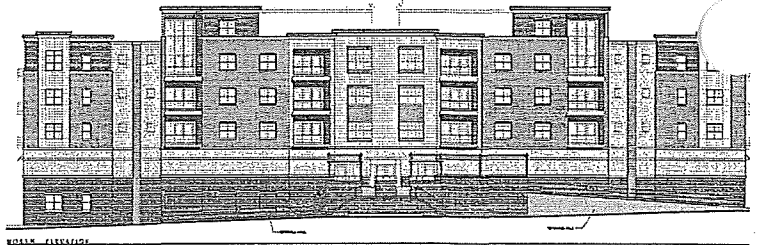
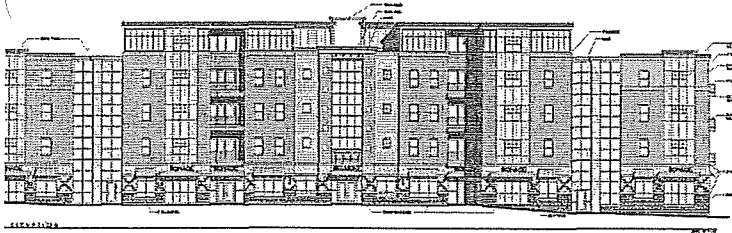


EXHIBIT B Development Agree. 8.21.06

**INTERIOR FINISHES**

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## ENVIRONMENTAL ADDENDUM

## 1. NO ENVIRONMENTAL REPRESENTATIONS OR WARRANTIES:

Buyer, for itself and its successors, heirs, and assignees, acknowledges that Buyer has assessed the environmental condition of the Property, and risks associated therewith, on its own or with the assistance of agents and experts of Buyer's choosing. Seller and Buyer thus agree (i) that the Property shall be sold—and that Buyer shall accept possession of the Property on the agreed closing date—**“as is, where is,”** with no right of set-off or reduction in the purchase price, and (ii) that such sale shall be without representation or warranty of any kind, express or implied, as to the Property's environmental condition, or compliance with governing laws and regulations. Accordingly, Buyer acknowledges that, Buyer is relying solely upon its inspection, examination, and consideration of the Property and not on any representation or warranty from any other person whatsoever, including (without limitation) Seller's brokers, Seller's contractors, Seller's engineers, Seller's property managers, Seller's employees, Seller's attorneys, similar individuals or entities, any other agent engaged by Seller related to or involving the Property, or any other representative of Seller who discussed the Property with or provided information to Buyer or Buyer's representatives (collectively, “Seller's Agents”).

**2. ENVIRONMENTAL RELEASE AND WAIVER OF CLAIMS.** In addition to and not by way of limitation of the sale of the Property on an **“as is, where is”** basis under this agreement, Buyer acknowledges that Buyer has made such studies and investigations and engaged such specialists as Buyer has deemed appropriate to evaluate fairly the Property and its risks from an environmental and Hazardous Materials standpoint. Accordingly, Buyer, for Buyer and Buyer's successors in interest, releases and waives against Seller, Seller's Agents and related municipal entities, any and all claims, known or unknown that Buyer or Buyer's successors may have now or in the future which in any manner arise out of



1 or are related to the environmental condition of the Property, including without limitation: (i) claims  
2 arising out of the presence, discovery, or removal of any Hazardous Materials in, at, under, about, or from  
3 the Property, or Hazardous Materials which may be on or form part of any structure, equipment or fixture  
4 on or about the Property; and (ii) any claims arising out of conditions which may constitute an actual or  
5 alleged violation of any applicable law, regulation or code. As between Buyer and Seller, Buyer takes  
6 responsibility and liability for all obligations attributable to any Hazardous Materials in, at, under, about,  
7 from or forming part of the Property. For purposes of this agreement, "Hazardous Materials" shall mean  
8 any hazardous or toxic substance, material, or waste that is or becomes regulated by any governmental  
9 authority, including, without limitation, petroleum products, any derivatives thereof, asbestos in any form,  
10 mold, PCBs, lead based paint or any other substance or combination of substances which are hazardous  
11 substances under Wis. Stat. § 292.01(5). This release and waiver shall survive closing of this transaction.

### 12 **3. ENVIRONMENTAL DOCUMENTS**

13 (a) The Parties hereby acknowledge that Seller has provided Buyer with the documents listed  
14 below. It is expressly understood and agreed that Seller is making no representation or warranty  
15 of any kind with respect to the listed documents and Seller is not representing or warranting the  
16 accuracy or completeness of such documents. The fact that Seller has provided the listed  
17 documents shall not be construed in any manner to change or alter the "as is, where is" nature  
18 of this transaction or limit or restrict the release and waiver set forth above.

#### 19 **DOCUMENT LIST:**

- 20  
21  
22 **1. Phase I Environmental Site Assessments**  
23 **By: The Environmental Management Company LLC (TEMCO)**  
24  
25 X 304 6328-6330 West Greenfield Avenue, 1356 - 1358 South 64<sup>th</sup>  
26 Street,  
27 Dated February 10, 2006  
28 Tax Key: 439-0282-000 – Former tavern and apartments, razed  
29 after fire in 2004.  
30  
31 X 305 & 306 6320-6322 West Greenfield Avenue,



1 Dated February 10, 2006  
 2 Tax Key: 439-0281-000 – Former retail and apartments  
 3  
 4 X 307, 308, 309 6300, 6304-6306 West Greenfield Avenue and 1371 South 63<sup>rd</sup>  
 5 Street  
 6 Dated February 10, 2006  
 7 Tax Key: 439-0277-000 and 439-0278-000 – Former retail &  
 8 apartments  
 9  
 10 X 316 13\*\* South 63<sup>rd</sup> Street and 13\*\* South 63<sup>rd</sup>  
 11 Street  
 12 Dated April 2006  
 13 Tax Key: 439-0274-000 and 439-0275-000 -  
 14 City owned parking lot  
 15

16 **2. Asbestos Inspections**  
 17 **By Cardinal Environmental**  
 18

19 X 304 1356 - 1358 South 64<sup>th</sup> Street  
 20 Dated December 19, 2005  
 21  
 22 X 305 6320 West Greenfield Avenue  
 23 Dated November 30, 2005  
 24  
 25 X 308 6304-6306 West Greenfield Avenue  
 26 Dated December 15, 2005  
 27  
 28 X 309 6300 West Greenfield Avenue  
 29 Dated December 19, 2005  
 30

31  
 32 \* 1371 South 63<sup>rd</sup> Street not completed  
 33

34 \*\* Additional asbestos assessment may be required in  
 35 apartments, which were occupied at the time of  
 36 inspection  
 37  
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40 **3. Geotechnical Engineering Exploration and Analysis**  
 41 **By: Giles Engineering Associates, Inc.**  
 42  
 43

44 Proposed Lofts at Six Points  
 45 63<sup>rd</sup> Street & Greenfield Ave.  
 46 West Allis, Wisconsin  
 47 Dated October 11, 2005  
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51 **4. Environmental FirstSearch Report**  
 52 **By: FirstSearch Technology Corporation**



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TARGET PROPERTY:  
6300 WEST GREENFIELDS AVE  
WEST ALLIS WI 53214  
Dated 03-02-06

Tax Key No. 439-0279-000	63** W. Greenfield Ave. – Currently vacant
commercial	
Tax Key No. 439-0280-000	63** W. Greenfield Ave. – Currently vacant
commercial, former 6312-14 W Greenfield, office and 1 apartment until 1983 when it was razed	
after fire.	
Tax Key No. 439-0284-001	13** S. 64 St. – Currently City owned
parking lot, previously used as retail and apartments until 1963 when it was razed.	





**BELMONT CENTER**  
**DEVELOPMENT COST**

**A. CONSTRUCTION COST ITEMS:**

1. Construction Cost	7,600,000
2. Tenant Improvements	550,000
3. Rooftop Gardens	120,000
4. Site grading, stone, storm water mngmt	60,000
5. Sewer and Water	50,000
6. Landscaping and Urban Design	145,000
7. Parking lot and Sidewalks	145,000
<b>TOTAL CONSTRUCTION COST ITEMS</b>	<b>\$ 8,670,000</b>

**B. SOFT COSTS ITEMS:**

1. Permit and DILHR approval	70,000
2. Building Architect/Engineer	190,000
3. Soil Borings	2,500
4. Appraisal	5,000
5. Plotting & Printing	8,000
6. Bond Cost	0
7. Surveys/Environmental	8,000
8. Development Fee	390,000
9. Developer Fee Paid to City	50,000
10. Marketing/Ad/Promo	40,000
11. Legal/Accounting	45,000
12. Loan Fees	55,000
13. Closing Costs	40,000
14. Interest Expense-Bank (8.25%-9.5%)	1,257,212
15. Insurance	45,000
16. 2006 Real Estate Taxes	23,250
17. Real Estate Taxes	115,600
18. General & Administrative	15,000
19. Soft Cost Contingency	175,000

**TOTAL SOFT COST ITEMS** **\$ 2,534,562**

**TOTAL CONSTRUCTION AND SOFT COST ITEMS** **\$11,204,562**



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4 **1. DEVELOPMENT SCHEDULE AND PERFORMANCE GOALS**

5  
6 a. **City Land Assembly Actions** **Date Required** **Status**  
7  
8 **Plan Commission**  
9 Alley Vacation March 22, 2006 Approved  
10 Land Transfer March 22, 2006 Approved  
11 Land Sale March 22, 2006 Approved  
12 Rezone (C-3 and PDD) March 22, 2006 Approved  
13

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15 **Community Development Authority**  
16 Land Transfer (Parking Lot) March 14, 2006 Approved  
17 Purchase and Sale and Dev. Agrmmt. July 13, 2006 Held  
18

19  
20 **Safety and Development Committee**  
21 Land Transfer (Parking Lot) March 15, 2006 Approved  
22

23 **Common Council**  
24 Land Sale and Purchase/Sale/Dev. Agrmnt. April 18, 2006 Approved  
25 Rezone (C-3 and PDD) April 18, 2006 Approved  
26 Vacate Alley May 2, 2006 Approved  
27  
28

29 b. **Developer Actions** **Date Required** **Status**  
30 Site, Landsc., Architectural July 26, 2006 Approved  
31 Certified Survey Map August 22, 2006 Submitted  
32 Construction Drawings (for permit review to the State) October 15, 2006 Pending  
33 Construction Start November 15, 2006 Pending  
34 Construction Completion March 1, 2008 Pending  
35 (Occupancy permit for the first condo unit)

36 c. **Performance Guarantee/Shortfall Agreement**  
37 **Schedule** **Minimum Assessed Value**  
38 12/31/2006 \$930,000  
39 12/31/2007 \$2,706,825  
40 12/31/2008 \$8,450,000  
41 12/31/2009 \$9,597,000  
42



COMMUNITY DEVELOPMENT AUTHORITY  
CITY OF WEST ALLIS  
RESOLUTION NO: 1486  
DATE ADOPTED: September 10, 2024

Resolution to Approve the Purchase of the Tri-City Bank Note for the Property at 1405 S. 92 St.

WHEREAS, the Community Development Authority of the City of West Allis (CDA) has identified a strategic opportunity to acquire the Tri-City Bank Note associated with the property located at 1405 S. 92 St., which is deemed to be in the best interest of the City of West Allis to foster redevelopment and growth within the City; and,

WHEREAS, the acquisition of the Tri-City Bank Note will provide significant benefits to the CDA, including addressing vacancy, security to the neighborhood, removal of blight, and attracting new development/tax base, etc.; and,

WHEREAS, the terms and conditions of the purchase have been reviewed and are deemed favorable and acceptable by the CDA, including the purchase price of up to \$750,000 for any associated costs.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Authority of the City of West Allis that it hereby approves the purchase of the Tri-City Bank Note for the property located at 1405 S. 92 St.

BE IT FURTHER RESOLVED that the Authority hereby authorized and directed the Staff execute all necessary documents and take any further actions required to effectuate this purchase on behalf of the CDA;

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that the funding and transfer of \$750,000 was approved by the Common Council of the City of West Allis to the CDA under Resolution # R-2024-0496 in connection with the acquisition of the Tri-City Bank Note.

Approved: \_\_\_\_\_  
Patrick Schloss, Executive Director  
Community Development Authority