



City of West Allis

Meeting Agenda

Community Development Authority

Gerald C. Matter, Chair
Wayne Clark, Vice-Chair
Karin M. Gale, Donald Nehmer, Michael Suter
Ald. Kevin Haass, Ald. Kuehn,
Patrick Schloss, Economic Development Executive Director

Tuesday, March 12, 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. [24-0139](#) February 13, 2024

Attachments: [February 13, 2024 Draft Minutes](#)

D. MATTERS FOR DISCUSSION/ACTION

2. [24-0145](#) Discussion regarding proposed Allis Yards residential development by Land by Label, within the S. 70 St./W. Washington St. Corridor.

3. [24-0146](#) 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. 1472 - S.B. Friedman - \\$25,000 \(3-12-24\)](#)
[SB Friedman Scope of Service](#)

4. [24-0147](#) Resolution to approve a Subrecipient Agreement between the City of West Allis and Milwaukee County for the award of 2023 federal H.O.M.E. funds from the Milwaukee County H.O.M.E. Consortium.

Attachments: [CDA Res. No. 1473 - Subrecipient Agreement West Allis- MKE Co 2023 HOME](#)
[CDA Exhibit -Subrecipient Agreement](#)

5. [24-0148](#) Discussion regarding the draft long range Foundry District Plan for the eastern industrial corridor of the City of West Allis.

6. [24-0149](#) Discussion regarding the proposed development in the 6400 block of W. Greenfield Ave.

7. [24-0150](#) Resolution authorizing the Executive Director to prepare a plan for the creation of Tax Increment District No. 20 – 6400 Block of W. Greenfield Avenue Plan.

Attachments: [CDA Res. No. 1474 - Resolution to Create TIF 20 \(3-12-24\)](#)
[Exhibit A – Proposed TIF Boundary -6400](#)

8. [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. Hwy. 100 Corridor
 - g. Beloit Road Senior Housing Complex
 - h. W. National Ave. Corridor
 - i. Motor Castings Site – 1323 S. 65 St.
 - j. 116th & Morgan Ave.

For agenda items, 2-5-6, 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

Gerald C. Matter, Chair
Wayne Clark, Vice-Chair
Karin M. Gale, Donald Nehmer, Michael Suter
Ald. Kevin Haass, Ald. Kuehn,
Patrick Schloss, Economic Development Executive Director

Tuesday, February 13, 2024

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING (draft minutes)

A. CALL TO ORDER

B. ROLL CALL

Present 6 - Wayne Clark, Donald Nehmer, Kevin Haass, Gerald C. Matter, Michael Suter,
Danna Kuehn
Excused 1 - Karin M. Gale

Others Attending

Ald. Lajsic, Ald. Roadt
Jason Kaczmarek, Finance Director/Comptroller
John Stibal, Gary Schmid, Martin Weigel
Bryant Moroder, Baum Revision, LLC
Scott Goldman, Baum Revision, LLC (virtually)

Staff

Patrick Schloss, Economic Development, Executive Director
Shaun Mueller, Economic Development, Development Project Manager
Carson Coffield, Economic Development Specialist

C. APPROVAL OF MINUTES

1. [24-0090](#) January 9, 2024

Attachments: [January 9, 2024](#)

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

D. MATTERS FOR DISCUSSION/ACTION

2. [24-0083](#) Resolution authorizing the sale of land for the property located at 6771 W. National Ave. (Tax Key No. 453-0564-003), to Baum Revision, LLC (BR West Allis, LLC) in the 68th & Mitchell Redevelopment Area.

Attachments: [CDA Res. No.1465 -Sale of Land-6771 W. National Ave. - Baum \(2-13-24\)](#)
[CDA Res. No. 1465 - Sale of Land-6771 W. National Ave - Baum \(2-13-24\) signed](#)

Discussed in both open and closed session, with voting taking place in open session.

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

3. [24-0084](#) Resolution to approve a Purchase and Sale and Development Agreement between the City of West Allis and BR West Allis, LLC. for the property located at 6771 W. National Ave. and the property located at 67** W. Mitchell St.

Attachments: [CDA Res. No. 1463 - Purchase & Sale and Development Agreement - 6771 W National Ave \(2-13-24\) 2024-02-08 Development Agreement \(003\)](#)

[CDA Res. No. 1463 - Purchase & Sale and Development Agreement - 6771 W National Ave \(2-13-24\) signed](#)

Discussed in both open and closed session, with voting taking place in open session.

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

4. [24-0086](#) Resolution to approve a professional service contract for environmental services with GZA Geo Environmental, Inc, for case closure requirements relating to the redevelopment 1960 S. 67 Place (Glenn Rieder) and 1501 South 83rd Street (Element 84) in the amount of up to \$20,300.

Attachments: [Scope of Service - 1501 S 83 St](#)
[Scope of Service - 1960 S 67 Place](#)
[CDA Res. No. 1471 - GZA Geo Environmental \(2-13-24\)](#)
[CDA Res. No. 1471 - GZA Geo Environmental \(2-13-24\) signed](#)

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

5. [24-0087](#) Discussion on Beloit Road Senior Living Complex, LLC.

This matter was Discussed.

6. [24-0088](#) Discussion on Allis Yards Redevelopment Area, located within the 70th and W. Washington St. area.

This matter was Discussed.

7. [24-0089](#) Discussion relative to Lot #4 (SONA) of the Six Points Farmers Market Redevelopment Area.

This matter was Discussed.

8. [24-0021](#) Consideration relative to Report on Redevelopment Initiatives:
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Mr. Schloss discussed the status of the Burger King site - item (f)

At 6:36 p.m., a motion was made by Ald. Haass, seconded by Mr. Nehmer to go into closed session.

Following the discussion of these items in closed session, the committee reconvened in open session.

E. ADJOURNMENT

There being no further business to come before the Authority a motion was made by Ald. Haass, seconded by Mr. Clark to adjourn at 7:09 p.m.



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COMMUNITY DEVELOPMENT
AUTHORITY CITY OF WEST ALLIS
RESOLUTION NO: 1472
DATE ADOPTED: March 12, 2024

Resolution amending a financial/real estate consulting services contract with S.B. Friedman Development Advisors in an amount not to exceed \$25,000.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") entered into an amended contract with Resolution 1199, adopted September 13, 2016, Resolution 1252, adopted October 10, 2017, Resolution 1461, adopted August 15, 2023 for negotiating Purchase and Sale Agreements with a variety of developers in several Tax Increment Financing Districts; and

WHEREAS, the Department of Development recommends that the Authority enter into an amended contract with S.B. Friedman & Co.,(the "Consultant") to independently review the Developer's pro forma, project costs, financial returns, and other applicable financial figures pertaining to the Purchase and Sale Agreement and Development Agreement (the "Agreement") between the Developer and the Authority and prepare matrix documenting project and market/industry parameters for key deal variables and assumptions; and,

WHEREAS, it is necessary to enter into an additional amended contract for financial consulting services.
NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis as follows:

1. That the sum of \$25,000 be and is hereby appropriated from various Tax Increment Financing Districts, and from The City's Economic Development/FIRE account for projects associated with (Allis Yards and National, 92nd and Greenfield) to meet the Authority's obligations under the aforesaid contract.
2. Authorizes the Executive Director, etc. make such non-substantive changes, modifications, additions, and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.
3. 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

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

February 29, 2024

Mr. Patrick Schloss
Economic Development Executive Director
Community Development Authority of the City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53227

Re: Financial Deal Review Services - Amended Proceed Order #15

Dear Mr. Schloss:

Pursuant to our recent discussion with the Community Development Authority of the City of West Allis (the "CDA"), SB Friedman Development Advisors, LLC (SB Friedman) requests additional budget authorization to continue to assist with the CDA's review and consideration of public/private financing packages for redevelopment projects in West Allis. SB Friedman has exhausted our fee authorization.

SB Friedman requests additional authorization of **\$25,000** to continue to provide ongoing on-call support related to proposed redevelopment projects. The services we provide will be flexible and vary based the nature of the specific project, developer, financing tool and requested financial assistance package. We anticipate providing the following services on an as-needed basis:

- Review and provide feedback on reasonableness of developer assumptions (financing assumptions/ leverage; construction costs per square foot; revenue per unit or square foot; operating expenses; financial returns; cap rates)
- Analyze developer's financial returns on a leveraged and unleveraged basis
- Evaluate the rationale for the financing gap
- Prepare matrix or memo documenting project and market/industry parameters for key deal variables and assumptions for projects
- Run sensitivity analyses regarding financing gaps
- Review and provide feedback and recommendations on deal terms
- Review financial capacity and organizational wherewithal of developer/development entity to undertake proposed development
- Prepare or evaluate third-party property tax and TID projections
- Prepare technical memoranda and/or other documentation regarding analyses
- Participate in meetings and conference calls with CDA and developer

Cost Proposal

In recognition of its variable scope, this engagement is structured as an hourly “time and materials” engagement with flexible, on-call services. Professional fees for these services will be based on the time required at the then-current hourly billing rates of the SB Friedman personnel assigned to the project.

The following Project Hourly Rates apply to this engagement:

Partner/EVP	\$441	Senior Associate	\$220
Partner/SVP	\$320	Associate	\$193
Vice President	\$275	Research Associate	\$176
Senior Project Manager	\$270	Editor	\$120
Project Manager	\$264	Intern/Data Entry/Support	\$113
Associate Project Manager	\$235		

These rates will be in effect until July 1, 2024. After that date, rates are subject to adjustment by up to 5 percent.

Expenses including travel and mileage, tolls, parking, publications, maps, telephone toll charges, photocopies, report reproduction, color reproduction, faxes, messenger and express services, data purchased specifically for this project, use of company-owned or -licensed databases, and other out-of-pocket expenses will be billed as incurred without mark up.

Invoices will be rendered not more frequently than monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days.

If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

The attached **Limitations of Engagement** apply to this engagement.

Acceptance Procedures

We look forward to the opportunity to continue to assist the Community Development Authority of the City of West Allis. Please return a signed copy of this engagement letter to indicate your acceptance of these terms.

Sincerely,



Fran Lefor Rood, AICP
Partner
(312) 424-4253 | frood@sbfriedman.com

Accepted: _____
Signature Date

Printed Name Title

LIMITATIONS OF ENGAGEMENT

Our deliverables will be based on estimates, assumptions and other information developed from research, knowledge of the industry, and meetings with the CDA and Developers during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the deliverables. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our memorandum, and the variations may be material. Our deliverables will contain a statement to that effect.

The terms of this engagement are such that we have no obligation to revise the deliverables to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in the TID statute or other applicable law, interest rates, and other factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverables will be intended solely for your information and that of the CDA Board for purposes of evaluating the proposed project's need for financial assistance, and is not a recommendation to issue bonds or other securities. It should not be relied upon by any other person, firm, or corporation or for any other purposes. Neither the deliverable nor its contents, nor any reference to our firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors. Our work products are not intended to constitute advice for the client to issue (or refrain from issuing) specific municipal securities.

COMMUNITY DEVELOPMENT
AUTHORITY CITY OF WEST ALLIS
RESOLUTION NO: 1473
DATE ADOPTED March 12, 2024

Resolution to approve a Subrecipient Agreement between the City of West Allis and Milwaukee County for the award of 2023 federal HOME funds from the Milwaukee County HOME Consortium.

WHEREAS, the HOME Program makes funds available to eligible participating jurisdictions on a formula basis, for the purpose of increasing the number of families living in decent, safe, sanitary, and affordable housing and expanding the long-term supply of affordable housing; and,

WHEREAS, the City of West Allis has participated in the Milwaukee County HOME Consortium since 2011 to obtain federal dollars to created affordable housing; and,

WHEREAS the U.S. Housing and Urban Development requires entities or communities participating in a HOME Consortium for federal funding to enter a Subrecipient Agreement with the lead member of the Consortium to outline terms and conditions relative to how funds will be used and managed for creating affordable housing purposes and opportunities; and,

WHEREAS Milwaukee County is the lead agency for the Milwaukee County HOME Consortium with members being Milwaukee County, the City of Wauwatosa, and the City of West Allis; and,

WHEREAS through CDA Resolution No. 882, on May 17, 2011, the Authority entered into a Cooperation Agreement with the City of West Allis for the administration of HOME funds, and the Authority is willing to administer all HOME Program funds made available to the City of West Allis by way of the Consortium Agreement.

WHEREAS, with Resolution R-2011-0131 the Common Council authorized the City of West Allis to enter into a Consortium Agreement with Milwaukee County and the City of Wauwatosa ("Consortium") for the awarding and administration of HOME funds; and,

WHEREAS the Authority recommends that the Manager of Planning and Zoning, on behalf of the Authority and the City of West Allis, enter a Subrecipient Agreement between the City of West Allis and Milwaukee County for the award of 2023 federal HOME funds from the Milwaukee County HOME Consortium.

NOW THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis that a Subrecipient Agreement between the City of West Allis and Milwaukee County for the award of 2023 federal HOME funds from the Milwaukee County HOME Consortium is hereby approved.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Subrecipient Agreement, 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 Manager of Planning and Zoning, or their designee, be and is hereby authorized and directed to enter into and execute the aforesaid Subrecipient Agreement on behalf of the Community Development Authority of the City of West Allis.

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

FY 2023 Funding - SUBRECIPIENT AGREEMENT

United States Department of Housing and Urban Development HOME Program

This SUBRECIPIENT AGREEMENT (the “Agreement”), is made and entered into by and between MILWAUKEE COUNTY (the “COUNTY”), a municipal body corporate, and the CITY OF WEST ALLIS (the “SUBRECIPIENT”), a municipal corporation. Referenced together, the COUNTY and the SUBRECIPIENT are the parties to this Agreement.

RECITALS:

WHEREAS, Pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (the “ACT”), the COUNTY has received federal HOME Investment Partnership Program (“HOME Program”) funds for certain eligible activities (“Program Activities”); and

WHEREAS, in accordance with federal regulations, including 24 CFR Part 92, the COUNTY is responsible for ensuring the administration of HOME Program funds in accordance with all HOME Program requirements; and

WHEREAS, the SUBRECIPIENT has applied for HOME Program funds from the COUNTY to be used for its HOME Program Activities; and

WHEREAS 24 CFR § 92.504(b) states that before disbursing any HOME Program funds to any entity, the COUNTY, as the participating jurisdiction, must enter into a written agreement with that entity.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement, the terms of which are set forth below:

PROVISIONS:

A. HOME Program Activities:

The express purpose of this Agreement is to provide the SUBRECIPIENT with HOME Program funds which will be used to reimburse the SUBRECIPIENT for its administrative costs and direct project related soft or hard costs for eligible Program Activities and for program administration tasks as described in Section G herein.

1. Scope of Services provided by SUBRECIPIENT; STATEMENT OF WORK and Schedule to complete activities.

The SUBRECIPIENT shall complete the objective(s) identified in the Scope of Service, complying with the Application for Funding for this project, unless otherwise specified in this Agreement, with the schedule(s) and projected beneficiaries and budget established in the Application for HOME Funds.

The SUBRECIPIENT will use 2023 HOME funds to administer the following programs within the City of West Allis:

- Homebuyer Loan Program. The City will assist eligible households with downpayment and closing costs.
 - Households will be identified on an ongoing process throughout 2024.
- Homeowner Rehabilitation Program. The City will use funds to assist homeowners within the City with repairs to their property.
 - Households can apply for assistance throughout the year. Once a household is deemed eligible, City staff will work through the rehab process with the applicant.
- New Construction Homebuyer Program. The program will use funds to assist with acquisition costs for a single-family property within the City. The property will then be demolished and a new single-family home will be constructed.
 - 2024 First Quarter – Request for Proposals released for 21 day solicitation period (January/February 2024)
 - After solicitation period, final selection will be determined within 25 days (February/March 2024)
 - Vendor selection completed by Day 46 (March/April 2024)
 - Demolition and/or preconstruction will be completed by early Spring (April/May 2024)
 - Construction of home will begin Late Spring (May/June 2024)
 - Completion of home by November 2024.

Changes in the scope of services or budget, unless otherwise noted, shall be made through a written amendment to this Agreement, executed by the SUBRECIPIENT and COUNTY.

B. Program Income/Reversion of Assets:

Program Income means gross income received by the SUBRECIPIENT, which is directly generated from the use of HOME Program funds, including but not limited to repayments of funds that have been provided to beneficiaries, payments of principal and interest on loans made with HOME proceeds, funds from the sale of real property that is acquired, rehabilitated, or constructed with HOME Program funds, and interest or return on investment of HOME Program and matching funds.

The SUBRECIPIENT will retain program income received during the program year in their local account and report to the COUNTY the amount received in each quarter and in their final report. Receipted program income reported to the COUNTY will be tracked as a balance of funds that will be reserved for future HOME Program Activities within the jurisdiction of the SUBRECIPIENT. The SUBRECIPIENT acknowledges that pursuant to 24 CFR § 92.504(c)(2)(vi) all Program Income must be spent before it can receive any further HOME Program funds. In addition, Program Income must be committed within 24 months of receipt to their local account, or the Program Income shall revert to the County.

Upon expiration or termination of this Agreement the SUBRECIPIENT shall transfer to the COUNTY any HOME Program funds on hand at the time of expiration and any accounts receivable attributed to the use of such funds. (See 24 CFR §§ 92.503(a)(3) and 92.504(c)(2)(vii)).

C. Written Agreement:

Before the SUBRECIPIENT provides HOME funds to for-profit owners or developers, nonprofit owners or developers or sponsors, subrecipients, homeowners, homebuyers, tenants (or landlords) receiving tenant-based rental assistance or contractors, the SUBRECIPIENT must have a written agreement that meets the requirements of this section. Upon repayment of HOME funds or a recapture of HOME funds for ineligible or terminated activities, the SUBRECIPIENT must report the receipt of these funds to the COUNTY for deposit into IDIS. A decision on whether to allow the SUBRECIPIENT to retain these funds for future eligible HOME activities will be made after consultation between the COUNTY and the SUBRECIPIENT.

D. Payment Requests and Disbursements:

The COUNTY shall make disbursements to the SUBRECIPIENT on a reimbursement basis in compliance with this Agreement for eligible Program Activities.

All claims by the SUBRECIPIENT shall comply with the following requirements:

1. Processing of all requests for payment shall be contingent upon the SUBRECIPIENT's submission of the required documentation to the COUNTY that fully complies with all applicable federal, state, or local statutes, rules or regulations. In order to process requests for reimbursement, the SUBRECIPIENT must submit such requests on a Reimbursement Form.
2. Upon the COUNTY's request, the SUBRECIPIENT shall forward to the COUNTY all billings, vouchers, and other documents representing any accounts payable or any other appropriate documents, in a timely and reasonable manner.
3. The SUBRECIPIENT has until January 31 to submit end of program year final billings. Requests for drawdowns submitted after that date will not be processed, unless the COUNTY and the SUBRECIPIENT agree in writing to allow SUBRECIPIENT additional time to provide the required documentation.
4. The SUBRECIPIENT shall cooperate with the COUNTY to facilitate the maintenance of HOME Program financial records by the COUNTY as required by Title 24 CFR Part 85 (Uniform Administrative Requirements) and 2 CFR Part 200 (Cost Principles).
5. The SUBRECIPIENT may not request disbursement of funds under this Agreement until the funds are needed as reimbursement for payment of eligible costs as specified by the HOME Program. The COUNTY shall process the SUBRECIPIENT'S claims for reimbursement in a timely and reasonable manner

upon SUBRECIPIENT submitting all required supporting documentation as described in Section E herein.

6. The SUBRECIPIENT may not charge servicing, origination, or other fees for the purpose of covering costs of administering the HOME program, (e.g., fees on low-income families for construction management or for inspections for compliance with property standards) except as permitted by §92.214(b)(1)(ii) and §92.214(b)(1)(iii).

E. Other Federal Requirements:

The SUBRECIPIENT hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME Program funds in accordance with the ACT and with the COUNTY's policies, as applicable, to the HOME Program.

The SUBRECIPIENT shall comply with all Federal Requirements as set forth in 24 CFR Part 92, Subpart H, including the following:

1. The Federal requirements set forth in 24 CFR Part 5, Subpart A, are applicable to participants in the HOME Program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.
2. Fair Housing and Equal Opportunity. Requirements found in 24 CFR §§ 92.205 and 92.250; Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et.seq.); Fair Housing Act (42 U.S.C. 3601-3620); Executive Order 11063 (amended by Executive Order 12259); Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); 24 CFR § 5.105(a); and an EEOC Certification form.
3. Affirmative Marketing. Affirmative Marketing requirements found at 24 CFR § 92.351 as applicable to Program Activities undertaken by the SUBRECIPIENT.
4. Handicapped Accessibility. Requirements of Section 504 of the Rehabilitation Act of 1973 are not applicable to HOME-funded Homeowner Rehabilitation activities. However, accessibility improvements are eligible costs under the Homeowner Rehabilitation program.
5. Section 3 of the Housing and Urban Development Act of 1968 (implemented at 24 CFR Part 135) when the amount of assistance exceeds \$200,000 or a contract or subcontract exceeds \$100,000.
6. Minority/Women Employment. Requirements of Executive Order 11625, 12432 and 12138; and 24 CFR § 85.36(e).

7. Labor Standards. Does not apply to HOME-funded homeowner rehabilitation of single-family units, as defined at 24 CFR § 92.2, and homebuyer assistance; they do apply to rental or new construction development. (See 24 CFR § 92.354).
8. Conflict of Interest. In the procurement of property and services by participating jurisdictions, state recipients, and subrecipients, the conflict of interest provisions in 24 CFR § 85.36 and 24 CFR § 84.42, respectively, apply. In all cases not governed by 24 CFR §§ 85.36 and 84.42, the provisions of 24 CFR § 92.356 apply. (See 24 CFR § 92.356).
9. Environmental Reviews. Requirements found in 24 CFR §§ 92.352 and 58.35 a(4), the National Environmental Policy Act (NEPA) of 1969; Flood Insurance requirements found in Section 202 of the Flood Disaster Act of 1973 (42 U.S.C. 4106; the SUBRECIPIENT is responsible for conducting an environmental review and providing verification of completion to the COUNTY before HOME funds are committed to an activity.
10. Lead-Based Paint. For pre-1978 units the requirements at 24 CFR § 92.353, Lead-Based Paint Poisoning Prevention Act of 1971 (42 U.S.C. 4821 et.seq.), 24 CFR Part 35, § 982.401(j) (except paragraph 982.401(j)(1)(i)); EPA *Renovation, Repair and Painting Final Rule*, 40 CFR Part 745. When occupants are present in a property, occupants shall be temporarily relocated, if determined to be necessary, as required at 24 CFR § 92.353(b).
11. Displacement, Relocation. Not required for owner-occupied units, but applicable if tenants are living in other units; requirements found in 24 CFR § 92.353, Uniform Relocation and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655), 49 CFR Part 24, 24 CFR Part 42 (subpart B), Section 104(d) “Barney Frank Amendments”, add lead-based paint relocation for remediation purposes. (See 24 CFR § 92.353).
12. Violence Against Women Act. If HOME funds are provided to develop rental housing or provide tenant-based rental assistance, all obligations to meet the VAMA requirements under §92.359, including notice obligations and obligations under the emergency transfer plan, must be met.
13. Conditions for Religious Organizations: requirements found at 24 CFR § 92.257.
14. Property Standards. The sub-recipient shall assure compliance with 24 CFR 92.251 as it relates to Property Stands and Housing Quality Standards (HQS) and Accessibility Standards under 24 CFR 92.251(a)(3).

F. Uniform Administrative Requirements:

SUBRECIPIENT shall administer the HOME Program funds in conformance with the applicable uniform administrative requirements, as described in §92,505, as they relate to the acceptance and use of federal funds for the Program Activities.

1. Procurement, Finances, Administration. SUBRECIPIENT shall administer HOME Program funds, such as procurement, financial management system, program income, and other administrative responsibilities in accordance with 24 CFR Part 85, as applicable and shall follow 24 CFR § 92.251 covering utilization of real property.
2. Audits. SUBRECIPIENT shall adopt the audit requirements of the 2 CFR Part 200 “Audits of State and Local Governments”, as applicable.
3. Cost Principles and Eligible Costs. SUBRECIPIENT shall comply with the requirements of 2 CFR Part 200 as applicable, regarding what are eligible direct and indirect costs.
4. SUBRECIPIENT shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBRECIPIENT relating to its performance under the Agreement.

G. Reports and Records:

1. Reports.
 - (a) Quarterly Progress Report. The SUBRECIPIENT shall provide to the COUNTY a Quarterly Progress Report. The reports shall be submitted to the COUNTY no later than the 15th day after the end of each quarter
 - (b) Minority Business Report. The SUBRECIPIENT shall provide the COUNTY with a Minority Business Report by October 1 of each program year.
 - (c) End of Year Report. The SUBRECIPIENT shall provide an End of the Year Report to the COUNTY, no later than the 15th day after the end of the program year, reporting on the status of the Program Activities in relation to the Scope of Services. This reporting process regarding the Program Activities funded under this Agreement will continue until the activities are completed.
 - (d) Match Report. SUBRECIPIENT shall provide a HOME Match Report with evidence of qualified matching funds and source of matching funds to the COUNTY in accordance with the HOME Program requirements as part of the End of the Year Report.

- (e) Audit. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200 (implemented in 24 CFR Part 44), as applicable, and to submit this audit to the COUNTY.

- (f) County Rights of Access and Audit. The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all related records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to four years following the date of the last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract shall be bound by the same terms and responsibilities as the Contractor. All subcontractors or other agreements for work performed on this Contract will include written notice that the subcontractors or other understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

- (g) Project Files. SUBRECIPIENT shall keep a file on the Program Activities containing information as required by the HOME Program and by the COUNTY as administrator of the HOME Program. This includes documentation as required herein in addition to documents designated by means of the monitoring clause of this Agreement in Section H.

- (h) County Requests. Upon County's request, the SUBRECIPIENT shall provide all reports, budgets, certifications and other documents required pursuant to federal, state, or county rules, regulations and policies applicable to SUBRECIPIENT's Program Activities.

Failure of the SUBRECIPIENT to comply with the above Progress Report requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

2. Records.

- (a) The SUBRECIPIENT shall administer the HOME funds in conformance with the regulations, policies, guidelines and requirements of 24 CFR § 92 and OMB Circular No A-87 and the applicable requirements of 24 CFR § 84 applying to SUBRECIPIENTS receiving HOME funds.

- (b) The SUBRECIPIENT shall maintain sufficient records to enable the COUNTY and HUD to determine whether the PROGRAM ACTIVITIES have met the requirements at 24 CFR §§ 92.508(a)(3)(iv), (v), (x) and 92.508(a)(7).
- (c) The SUBRECIPIENT shall retain records pertaining to this Agreement for seven (7) years after the date of completion entered into the Integrated Disbursement and Information System (IDIS) or seven (7) years after expiration of the affordability period, as applicable, whichever is later. (See 24 CFR § 92.508(c)(4)).
- (d) The SUBRECIPIENT shall provide access to any pertinent books, documents, papers, or other records having to do with the Program Activities to the COUNTY and to HUD in order to make audits and for monitoring purposes. (See 24 CFR § 92.508(d)(2)).

H. Budget:

The COUNTY shall permit SUBRECIPIENT to access and to use HOME Program funds in an amount not to exceed: \$542,482 (five hundred forty two four hundred eighty two 00/100 dollars) subject to the terms of this Agreement and the continued availability of such funds. SUBRECIPIENT acknowledges that these funds represent only Program Income as defined in Section B of the Agreement already in its possession and that it will not receive from the COUNTY any new or additional funds.

All services shall be performed in compliance with the applicable Budget summarized below.

Budget Item	HOME EN Funds Allocated	PI Funds Allocated	Total
Home Buyer Loan Program -Assist 5 (five) households with downpayment and closing costs	\$0	\$20,000	\$20,000
Housing Rehabilitation Loan Program -Assist 9 (nine) households with rehab loans	\$0	\$180,000	\$180,000
New Construction Homebuyer Program -Assist with acquisition, demo and construction of 1 (one) single-family home	\$0	\$342,482	\$342,482
Total	\$0	\$542,482	\$542,482

The following are included in the definition of administrative costs, as described in 24 CFR § 92.207: general management, oversight, and coordination; staff and overhead; public information; fair housing; indirect costs; and other Federal requirements. Indirect costs may be charged to the HOME program under a cost allocation plan prepared in accordance with 2 CFR Part 200, as applicable, and approved in advance by the COUNTY.

I. Roles and Responsibilities:

The SUBRECIPIENT and COUNTY shall at all times observe and comply with 24 CFR Part 92 and all applicable laws, ordinances or regulations of the federal, state, local government, which may in any manner affect the performance of this Agreement, and SUBRECIPIENT shall perform all acts with responsibility to the COUNTY in the same manner as the County is required to perform all acts with responsibility to the Federal government.

1. Monitoring: The SUBRECIPIENT will be responsible for monitoring all HOME-funded Program Activities for compliance with the applicable HOME Program requirements. The COUNTY will monitor the SUBRECIPIENT for compliance with all HOME Program requirements associated with the administration and management of all funded Program Activities.
2. IDIS: The COUNTY will be responsible for the data entry into and drawdown of funds from the Integrated Disbursement and Information System. The SUBRECIPIENT is responsible for providing the COUNTY with all data required by IDIS for Program Activities funded by this Agreement. This data will be submitted on a quarterly basis, in conjunction with the Quarterly Progress Report, and at the end of each program year, in conjunction with the End of the Year Report, as described in Section F.

J. Program Requirements:

The SUBRECIPIENT is responsible for ensuring that all households assisted under the Program Activities are eligible [as that term is defined in 24 CFR Part 5], the property is qualified, appropriate documents are executed, and Program Activities processing steps are met, as outlined in this Agreement, and found in 24 CFR Part 92.

The SUBRECIPIENT agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

K. Termination:

1. Termination for Cause. If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving written notice of such termination to the other party and specifying therein the effective date of terminations. (*See* 24 CFR § 85.43)
2. Termination for Convenience. At any time during the term of this Agreement, either party may, at its option and for any reason terminate this Agreement upon ten (10) days written notice to the other party. Upon termination, the COUNTY shall pay the SUBRECIPIENT for services rendered pursuant to this Agreement through and including the date of termination. (*See* 24 CFR § 85.44).
3. Termination due to cessation. In the event the HOME Program funds grant is suspended or terminated, this Agreement shall be suspended or terminated effective on the date that HUD specifies.

L. Remedies for Noncompliance:

If SURECIPIENT materially fails to comply with any term of this Agreement, whether stated in its terms, in a federal statute or regulation, or elsewhere, the COUNTY may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by COUNTY.
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current funding award for the SUBRECIPIENT's project.
4. Withhold further funding for the Program Activity.
5. Require that the SUBRECIPIENT refund the dollar amount paid by the COUNTY for the funded Program Activity, in the event that the nature by which the funds utilized do not comply with the body of work agreed upon, through discovery by COUNTY's monitoring of the SUBRECIPIENT or otherwise; or
6. Take other remedies that may be legally available.

M. Miscellaneous Provisions:

1. **Indemnification.** The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by or resulting from any wrongful, intentional or negligent act or omission of the indemnifying party, or its officers, employees, agents or representatives which may arise out of or are connected with the activities covered by this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§ 345.03(3) and 893.80(3).
2. **Insurance.** SUBRECIPIENT shall, during the term of this Agreement, keep in full force and effect a policy of general liability insurance or its equivalent and automobile insurance in an amount not less than \$1,000,000 combined single limit. SUBRECIPIENT shall also maintain insurance coverage for worker's compensation (waiver of subrogation endorsement in favor of Milwaukee County) as required by the State of Wisconsin, including employer's liability. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Milwaukee County as its interests may appear shall be named as an additional insured for general liability. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the COUNTY for the duration of this Agreement.
3. **Amendments.** This Agreement may not be amended without mutual agreement between parties. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of both organizations. However, the COUNTY may amend this agreement without SUBRECIPIENT approval, to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the COUNTY and SUBRECIPIENT.
4. **Subcontracts.** Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable County, state, and federal guidelines, and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, such subcontracts must be submitted by the SUBRECIPIENT to the COUNTY for its review and approval. (*See* 24 CFR § 92.504(c)(2)(x)).

5. Assignment. This Agreement and the rights and obligations of the SUBRECIPIENT may not be assigned by the SUBRECIPIENT without the written approval of the COUNTY.
6. Subject to Financial Assistance. This Agreement is made subject to financial assistance agreements between the COUNTY and HUD, with the rights and remedies of the parties hereto being in accordance with this Agreement.

N. Time of Performance:

This agreement commences January 1, 2024. The SUBURECIPIENT'S Scope of Service shall be completed by December 31, 2024, subject to the provisions of this agreement.

The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

BY: Shakita LaGrant DATE: 2/19/2024

NAME: Shakita LaGrant

TITLE: DHHS Director

DEPARTMENT: DHHS

FOR _____:

BY: _____ DATE: _____

NAME: Steve Schaer

TITLE: _____

REVIEWED AS TO INSURANCE REQUIREMENTS:

BY: Anthony Gattton DATE: 2/20/2024
Risk Manager
Office of Risk Management

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Lamont Robinson DATE: 2/20/2024
Office of Economic Inclusion

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

BY: [Signature] DATE: 2/20/2024
Milwaukee County Comptroller
Office of the Comptroller

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: William G. Davidson DATE: 2/19/2024
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

BY: [Signature] DATE: 2/20/2024
David Crowley, County Executive
Office of the County Executive

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: William G. Davidson DATE: 2/21/2024
Corporation Counsel
Office of Corporation Counsel

CONTRACT FORM 1684 R6 See procedures in: *Notes below (hover over red triangles)* and [Forms Library/Contracts](#)

Check one: Preliminary Form *Print this completed form as a pdf. Upload the pdf to DocuSign when circulating any contract or amendment for signatures.*
 Corrected Form *Date of correction: _____ Upload corrections to DocuSign.*

CONTRACT TYPE (select from **one** dropdown box below) Next step (depending on the Type you selected):
 (Encumbered Service Contract) *Enter as a Service Contract in Infor. Circulate the Contract in DocuSign with this 1684 form.*
 (Procurement Contract Types) *Enter as a Requisition in Infor. Circulate the Contract in DocuSign with this 1684 form.*
 (payments tracked in another system) *Tracking system may interface with Infor. Circulate the Contract in DocuSign with this form.*
 NO EXCHANGE OF FUNDS AT THIS TIME *No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.*
 (only revenue transaction) *No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.*

CONTRACT SUBTYPE (select from dropdown box below) INFOR CONTRACT NO. *if applicable*
 BLOCK GRANT FROM COUNTY TO GOV ENTITY OR NONPROFIT

CONTRACT CLASSIFICATION & AGENCY NAME (select from dropdown box below) ADVANTAGE CONTRACT NO. *if applicable*
 800 DEPT HEALTH AND HUMAN SVCS
 CONTRACT SUBCLASSIFICATION (LOW ORG.) (select from dropdown box below) DEPARTMENT'S INTERNAL CONTRACT NO. *if applicable*
 8524 HOME/HOME REPAIR

SUPPLIER or other party to the contract SUPPLIER'S or other party's ADDRESS
 City of West Allis 7525 West Greenfield Avenue

SUPPLIER TAX I.D. SUPPLIER # COMMODITY CODE (or list by Line below) NEW or AMEND
 39-6005651 _____ X _____
 West Allis, WI 53214

EFFECTIVE DATES: LENGTH OF CONTRACT AMENDMENT ONLY: DOLLAR TOTAL CONTRACT AMOUNT
 effective date expiration date (IN MONTHS) CHANGE
 01/01/24 12/31/24 12 \$ -

ACCOUNTING INFORMATION

Year to be Committed or Earned	Line No.	Commodity Code	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description 1	Item Description 2	Amount to be Committed or Earned

NAME OF CONTRACT
 2024 HOME Agreement - City of West Allis - DHHS Housing

DESCRIPTION (PURPOSE OF CONTRACT)
 U.S. Department of Housing and Urban Development (HUD) HOME program FY2024 Subrecipient agreement for subrecipient to use HOME program funds as reimbursement for administrative costs and direct project related soft or hard cost for eligible program activities and program administration. This Agreement does not require the County to pay any HOME funds to West Allis, but indicates Program Income (PI) consisting of \$542,482 to be used for program activities. This Agreement does not require any financial transition between the parties at this time. PI is gross income directly generated from a HOME funded activity. PI is reported to HUD on a regular basis. Milwaukee County allows West Allis to use their PI to fund eligible activities within the City. The City has been doing this since the HOME Consortium began. DocuSign Envelope: 3e06fcae-53b0-4804-b553-251400c3ff9e

Was Board approval or passive review received prior to contract execution or contract amendment or extension? Check one:
 If YES, attach and list County Board File No. or Mental Health Board Agenda Item: _____ Date Approved or Reviewed: _____
 If NO, why is Board approval not required? Other - No financial transaction at this time.

Does this contract require payment before services are rendered? YES NO
The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.

Will this contract be fully signed before work is performed? YES NO

Is Supplier certified as: DBE? YES MBE? YES WBE? YES SBE? YES

Diane Tsounis 02/19/24 Housing Program Manager - CDBG/HOME
 Prepared By: _____ Date: _____ Title: _____
James Mathey 2/19/2024 Housing Administrator
 Signature of County Administrator Date Title

Print this page as a pdf. Upload that pdf to DocuSign. Use DocuSign to obtain the Signature of County Administrator.



December 26, 2023

Milwaukee County CDBG
Diane Tsounis
600 W. Walnut Street, #100
Milwaukee, WI 53212

RE: Certificate of Insurance
City of West Allis

Dear Diane Tsounis,

We are pleased to enclose, on behalf of our Insured, the Certificate of Insurance you requested evidencing coverage in effect.

If you have any questions regarding these documents, please feel free to call me.

Yours very cordially,



Steve Stanczak
Chief Executive Officer

Enc.



Issue Date
12/26/2023

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IF THE BOX IS CHECKED, THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED UNDER CVMIC POLICY PROVIDED THE APPLICABLE CVMIC POLICY CONTAINS THE REQUIRED ADDITIONAL INSURED ENDORSEMENT. THE ADDITIONAL INSURED ENDORSEMENT LANGUAGE EXCLUSIVELY CONTROLS CERTIFICATE HOLDER'S COVERAGE AS AN ADDITIONAL INSURED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S)

INSURER: Cities & Villages Mutual Insurance Company 9898 W Bluemound Road Wauwatosa, WI 53226-4319 Phone: (262) 784-5666	COMPANIES AFFORDING COVERAGE
INSURED City of West Allis 7525 W Greenfield Avenue West Allis, WI 53214	COMPANY LETTER (A) CITIES & VILLAGES MUTUAL INSURANCE COMPANY COMPANY LETTER (B) COMPANY LETTER (C)

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY(IES) LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGES AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICY.					
CO LT R	TYPE OF COVERAGES	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRES	ALL LIMITS AS STATED
A	EXCESS GENERAL LIABILITY OCCURRENCE AUTO LIABILITY	PEL 118	1/1/2024	12/31/2024	BI & PD COMBINED Difference between Self-Insured Retention 150,000 / 600,000 And Limit 10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS. AS RESPECTS

The City of West Allis is granted Federal HUD funds. This certificate provides evidence of liability protection.
Key:1,491--12-26-2023

<p>CERTIFICATE HOLDER</p> <p>Milwaukee County CDBG Diane Tsounis 600 W. Walnut Street, #100 Milwaukee, WI 53212</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE-DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING AUTHORITIES WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, AUTHORITY, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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COMMUNITY DEVELOPMENT
AUTHORITY CITY OF WEST ALLIS
RESOLUTION NO: 1474
DATE ADOPTED: March 12, 2024

Resolution authorizing the Executive Director to prepare a plan for the creation of the Tax Increment District No. 20 - 6400 Block of W. Greenfield Avenue Plan.

Whereas, the Community Development Authority of the City of West Allis (the "Authority") has been designated pursuant to the provisions of Section 66.1335(4) of the Wisconsin Statutes to act as agent of the City of West Allis (the "city") to perform all acts, except the development of the General Plan of the City, which may otherwise be performed by the Planning Commission under Section 66.1105 of the Wisconsin Statutes; and,

WHEREAS the Authority acquired properties along the northside of the 6400 Block along W. Greenfield Ave. to spur redevelopment; and,

WHEREAS the Authority is considering creating a Tax Increment District within the area outlined within the attached Exhibit A as the proposed boundary to form a Tax Increment District; and,

WHEREAS the Authority is recommending the creation of Tax Incremental District No. 20 - 6400 Block of W. Greenfield Avenue Plan, city of West Allis (the "District") and the proposed boundaries thereof pursuant to Section 66.1105(4)(b) of the Wisconsin Statutes; and,

WHEREAS it is required that the Authority designate the boundaries of the Tax Increment District recommended by it to be created and submit such recommendations to the Common Council of the City of West Allis and as part of such designation identify the specific property to be included therein as blighted or in need of rehabilitation or conservation work; and,

WHEREAS the Authority pursuant to Section 66.1105 (4)(f) of the Wisconsin Statutes, is also required to adopt a Project Plan (the "Plan") for the District and submit the Plan to the Common Council of the City for approval; and,

WHEREAS the Authority finds that the benefits of the creation of the District can be measured by increased taxable value to the City and jurisdictions and hence outweighs the anticipated increments to be paid by the owners of the properties in the overlying taxing jurisdictions; and,

WHEREAS, the Authority has requested a proposed Project Plan for the District as provided in Section 66.1105(4)(d) of the Wisconsin Statutes; and,

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis as follows:

1. That the Executive Director, or its designee, be and is hereby authorized and directed to prepare a plan for the creation of the Tax Increment District No. 20 - 6400 Block of W. Greenfield Avenue Plan.
2. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions, and deletions to and from the various provisions of the amended sole source Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and prepare 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 reasonably necessary to complete the transactions contemplated therein.

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

Exhibit A – Proposed TIF Boundary -6400 W. Greenfield Avenue

