

40.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2010-0163 Resolution Introduced

Resolution approving the Cooperation Agreement by and between the Community Development Authority and the City of West Allis for the administration of Neighborhood Stabilization Program (NSP) funds from the Wisconsin Department of Commerce.

Introduced: 7/6/2010

Controlling Body: Safety & Development Committee

Sponsor(s): Safety & Development Committee

COMMITTEE RECOMMENDATION Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>7/6/10</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczak				
	<input type="checkbox"/>	<input type="checkbox"/>	Czaplewski				
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Kopplin	✓			
	<input type="checkbox"/>	<input type="checkbox"/>	Lajsic	✓			
	<input type="checkbox"/>	<input type="checkbox"/>	Narlock	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reinke	✓			
	<input type="checkbox"/>	<input type="checkbox"/>	Roadt				
	<input type="checkbox"/>	<input type="checkbox"/>	Sengstock				
	<input type="checkbox"/>	<input type="checkbox"/>	Vitale				
	<input type="checkbox"/>	<input type="checkbox"/>	Weigel				✓
			TOTAL	<u>4</u>	<u>0</u>		

SIGNATURE OF COMMITTEE MEMBER

Chair [Signature] Vice-Chair _____ Member _____

COMMON COUNCIL ACTION **ADOPT**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>JUL 06 2010</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczak	✓			
	<input type="checkbox"/>	<input type="checkbox"/>	Czaplewski	✓			
	<input type="checkbox"/>	<input type="checkbox"/>	Kopplin	✓			
	<input type="checkbox"/>	<input type="checkbox"/>	Lajsic	✓			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Narlock	✓			
	<input type="checkbox"/>	<input type="checkbox"/>	Reinke	✓			
	<input type="checkbox"/>	<input type="checkbox"/>	Roadt	✓			
	<input type="checkbox"/>	<input type="checkbox"/>	Sengstock	✓			
	<input type="checkbox"/>	<input type="checkbox"/>	Vitale				
	<input type="checkbox"/>	<input type="checkbox"/>	Weigel	✓			✓
			TOTAL	<u>9</u>	<u>-</u>		<u>1</u>

**STANDING COMMITTEES OF THE
CITY OF WEST ALIS COMMON COUNCIL**

*Dev
Gary (Finance)*

ADMINISTRATION & FINANCE

Chair: Kurt E. Kopplin
 Vice-Chair: Vincent Vitale
 Thomas G. Lajsic
 Richard F. Narlock
 Rosalie L. Reinke

PUBLIC WORKS

Chair: Gary T. Barczak
 Vice-Chair: Martin J. Weigel
 Michael J. Czaplowski
 Daniel J. Roadt
 James W. Sengstock

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
 Vice-Chair: Richard F. Narlock
 Kurt E. Kopplin
 Rosalie L. Reinke
 Vincent Vitale

LICENSE & HEALTH

Chair: Michael J. Czaplowski
 Vice-Chair: James W. Sengstock
 Gary T. Barczak
 Daniel J. Roadt
 Martin J. Weigel

ADVISORY

Chair: Rosalie L. Reinke
 Vice-Chair: Daniel J. Roadt
 Kurt E. Kopplin
 Richard F. Narlock
 Vincent Vitale



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2010-0163

Final Action:

Sponsor(s): Safety & Development Committee

JUL 06 2010

Resolution approving the Cooperation Agreement by and between the Community Development Authority and the City of West Allis for the administration of Neighborhood Stabilization Program (NSP) funds from the Wisconsin Department of Commerce.

WHEREAS, the City of West Allis and the Community Development Authority of the City of West Allis are desirous of providing affordable housing; and,

WHEREAS through Resolution No. R-2009-0249, the Common Council authorized the City of West Allis to enter into an Intergovernmental Agreement with Milwaukee County, City of Milwaukee and City of Cudahy ("Consortium") in the creation of a Milwaukee County Regional Consortium, who was awarded \$1.4 million in NSP funds from Wisconsin Department of Commerce ("Commerce") in May 2009; and,

WHEREAS, Commerce has awarded the consortium an additional \$1,997,556, of which \$848,192 has been awarded specifically to the City of West Allis; and,

WHEREAS, the \$848,192 award will be used for the acquisition/rehabilitation/demolition/new construction/resale/direct homeownership assistance of five (5) foreclosed-upon single-family homes and the staff time and resources to deliver the projects; and,

WHEREAS, any income from the resale of a property is returned to the NSP program as "program income;" and,

WHEREAS, the Common Council through Resolution Nos. R-2010-0075 and R-2010-0130 had previously authorized the use of NSP funds and authorized the Director of Development or his designee to sign documents and take necessary action to undertake, direct and complete NSP grant activities; and,

WHEREAS, the City of West Allis is required to fund all NSP-related expenses upfront, and will then be reimbursed by Commerce; and,

WHEREAS, the City of West Allis will own the five (5) homes; and,

WHEREAS, the City of West Allis has entered into a contract for demolition and new construction of three (3) single-family homes with Kuhs Quality Homes, Inc. and this contract will be transferred to the responsibility of the Community Development Authority; and,

WHEREAS, the Community Development Authority of the City of West Allis is willing to administer all NSP funds made available to the City of West Allis as a result of the Milwaukee County Regional Consortium Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Cooperation Agreement for the administration of all NSP funds between the City of West Allis and the Community Development Authority of the City of West Allis, a copy of which Agreement is attached hereto and made a part hereof, be, and the same is hereby approved.

BE IT FURTHER RESOLVED by the Common Council of the City of West Allis that the Community Development Authority of the City of West Allis is hereby authorized to proceed with the implementation of the program in accordance with all Wisconsin Department of Commerce and U.S. Department of Housing and Urban Development rules and regulations.

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 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.

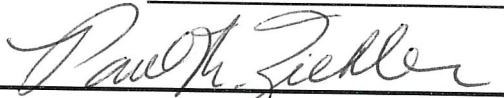
BE IT FURTHER RESOLVED that the Executive Director of the Community Development Authority or his designee, in consultation with Mayor Devine and the City Attorney, is hereby authorized to sign documents and take necessary action to undertake, direct and complete NSP grant activities and deliver the aforesaid amended Agreement on behalf of the Community Development Authority of the City of West Allis.

cc: Department of Development

DEV-R-597-7-6-10

ADOPTED

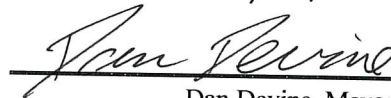
JUL 06 2010



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

7/9/10



Dan Devine, Mayor

COOPERATION AGREEMENT

This Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this July 13, 2010, by and between the CITY OF WEST ALLIS, a municipal corporation (the "City") and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS (the "Authority), a public body, corporate and politic, created and existing under the laws of the State of Wisconsin;

WHEREAS, the City of West Allis and the Authority are desirous of providing affordable housing; and,

WHEREAS, the Authority administers on behalf of the City the federal housing programs such as H.O.M.E. ("HOME") and Section 8 Housing Choice Voucher funds the City receives annually through various consortiums and agreements; and,

WHEREAS, the City of West Allis entered into an Intergovernmental Agreement with Milwaukee County, City of Milwaukee and City of Cudahy ("Consortium") for the creation of a Milwaukee County Regional Consortium, who was awarded \$1.4 million in Neighborhood Stabilization Funds from the Wisconsin Department of Commerce ("Commerce") in May 2009; and,

WHEREAS, the West Allis was awarded \$848,192 for the acquisition/rehabilitation/demolition/new construction/resale/direct homeownership assistance of five (5) foreclosed-upon single-family homes and the staff time and resources to deliver the projects; and,

WHEREAS, the Authority is willing to administer all NSP funds made available to the City of West Allis as a result of the Milwaukee County Regional Consortium Agreement, from the Wisconsin Department of Commerce; and,

WHEREAS, the Authority conducts housing activities similar in nature to the guidelines of NSP funds; and,

WHEREAS, through this agreement, the contract between the City of West Allis and Kuhs Quality Homes, Inc., for the construction of three (3) single-family homes will be transferred to the Authority; and,

WHEREAS, the City grants the Authority and Executive Director or his designee the responsibility to execute and to administer the NSP program in accordance and in compliance with any and all federal regulations and requirements as pertaining to the use of NSP funds; and,

WHEREAS, the Authority will comply with all terms and conditions relating to the Agreement between the City of West Allis and the Consortium; and,

WHEREAS, the City will provide the NSP funds to the Authority for the purpose of creating affordable housing opportunities within the City of West Allis.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Project Definition. The Authority agrees to participate in the Consortium in order to obtain federal NSP funds for the purpose of creating affordable housing opportunities within the City of West Allis.

2. Establishment of Funds. The City will provide to the Authority, the current balance of NSP funds totaling \$848,192 and all future annual allocations and Program Income of NSP funds for the development and assistance in demolition and new construction of three single-family homes for households in the 80% to 120% of Area Median Income (AMI) range, rehabilitation of a single-family home for households in the 80% to 120% of AMI range, and rehabilitation of a single-family home for households at or below 50% of AMI. The Authority shall draw from said deposit funds as necessary to pay for the obligations incurred under the Project. If funds in excess of the aggregate amount stated above become necessary to complete the Project, such funds require approval by the Authority and the Common Council through usual budgetary procedures.

3. Project Receipts. Program Income is any income from the resale of a property, which must be returned to the NSP program or utilized on additional NSP activities. Any sums remaining, upon conclusion of the Project will be returned to the City by the Authority.

4. Verification by Comptroller. The City Comptroller shall from time to time, as his judgment is appropriate, review the receipts and expenditures of the Authority in connection with the Project, and the City Comptroller shall have full power to make such audit as is necessary to provide for a full accounting to the City. The City Comptroller shall conduct an audit and report to the Common Council with respect to the results of such audit. Upon completion of the Project, the Authority shall make a full accounting to the City of income received and amounts expended and shall return to the City all unused

and unneeded funds.

5. Project Management. The Department of Development and the Office of the City Attorney shall assign sufficient personnel to implement and complete the Project. Costs associated will be paid by a reasonable development fee charged to each activity and paid through Program Income generated from resale of the project properties.

6. Compliance with Laws. The Authority agrees to comply fully with all applicable local, state and federal laws, ordinances, rules and regulations relating to the Project and any funding provided therefore.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the City and the Authority have caused the Cooperation Agreement to be duly executed the day and year first above written.

In the Presence of:

Ann Marie Neff

CITY OF WEST ALLIS

By: Dan Devine (SEAL)
Dan Devine, Mayor

Ann Marie Neff

Attest: Paul M. Ziehler (SEAL)
Paul M. Ziehler
City Administrative Officer, Clerk/Treasurer

In the Presence of:

Gerald Matter

**COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
WEST ALLIS**

By: Gerald Matter (SEAL)
Gerald Matter, Chairman

Gerald Matter

:
Attest: John F. Stibal (SEAL)
John F. Stibal, Executive Director

Approved as to form this 14 day
July 2010

Scott Post
Scott Post, City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this 15 day of July, 2010
and I certify that the necessary funds have been
provided to pay the liability that may be incurred,
by the City of West Allis under this Agreement.

Gary Schmid
Gary Schmid, Chief Financial Officer-
Manager Finance/Comptroller

Q\NSP\C-A(7/6/10)

COOPERATION AGREEMENT

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WHEREAS, the City of West Allis and the Authority are desirous of providing affordable housing; and,

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WHEREAS, the City of West Allis entered into an Intergovernmental Agreement with Milwaukee County, City of Milwaukee and City of Cudahy ("Consortium") for the creation of a Milwaukee County Regional Consortium, who was awarded \$1.4 million in Neighborhood Stabilization Funds from the Wisconsin Department of Commerce ("Commerce") in May 2009; and,

WHEREAS, the West Allis was awarded \$848,192 for the acquisition/rehabilitation/demolition/new construction/resale/direct homeownership assistance of five (5) foreclosed-upon single-family homes and the staff time and resources to deliver the projects; and,

WHEREAS, the Authority is willing to administer all NSP funds made available to the City of West Allis as a result of the Milwaukee County Regional Consortium Agreement, from the Wisconsin Department of Commerce; and,

WHEREAS, the Authority conducts housing activities similar in nature to the guidelines of NSP funds; and,

WHEREAS, through this agreement, the contract between the City of West Allis and Kuhs Quality Homes, Inc., for the construction of three (3) single-family homes will be transferred to the Authority; and,

WHEREAS, the City grants the Authority and Executive Director or his designee the responsibility to execute and to administer the NSP program in accordance and in compliance with any and all federal regulations and requirements as pertaining to the use of NSP funds; and,

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4. Verification by Comptroller. The City Comptroller shall from time to time, as his judgment is appropriate, review the receipts and expenditures of the Authority in connection with the Project, and the City Comptroller shall have full power to make such audit as is necessary to provide for a full accounting to the City. The City Comptroller shall conduct an audit and report to the Common Council with respect to the results of such audit. Upon completion of the Project, the Authority shall make a full accounting to the City of income received and amounts expended and shall return to the City all unused

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(SIGNATURES ON FOLLOWING PAGE)

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In the Presence of:

Ann Marie Neff

CITY OF WEST ALLIS

By: Dan Devine (SEAL)
Dan Devine, Mayor

Ann Marie Neff

Attest: Paul M. Ziehler (SEAL)
Paul M. Ziehler
City Administrative Officer, Clerk/Treasurer

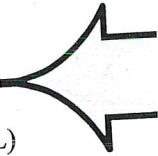
In the Presence of:

**COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
WEST ALLIS**

By: _____ (SEAL)
Gerald Matter, Chairman

:

Attest: _____ (SEAL)
John F. Stibal, Executive Director



Approved as to form this _____ day
_____ 2010

Scott Post, City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this _____ day of _____, 2010
and I certify that the necessary funds have been
provided to pay the liability that may be incurred,
by the City of West Allis under this Agreement.

Gary Schmid, Chief Financial Officer-
Manager Finance/Comptroller

QNSPAC-A(7/6/10)