

CHECK REQUEST Week of 2/11/2021

Project 1641-02-22  
 City of La Crosse, South Avenue  
 USH 14- Green Bay St to Ward Ave  
 La Crosse County, La Crosse, WI

**PAYMENTS ARE TO BE SENT DIRECTLY TO PAYEE**

Parcel	Amount	Payable to	Conveyance
31-109	\$1,504	Anthony Cruz Flock Services is Anthony's Payee Services  Flocks Guardians Attn: Michael Schroeder 606 Cap Street Sparta WI 54656	Residential Housing Payment
<b>Total</b>	<b>\$1,504</b>		

Submitted by           Maria Krueger           Date   2/11/2021



**CITY OF LA CROSSE  
ENGINEERING DEPARTMENT  
400 LA CROSSE ST  
LA CROSSE, WI 54601-3396  
PHONE: 608-789-7505  
FAX: 608-789-8184**

February 1, 2021

Project: 1641-02-22  
Parcel: 31-109  
County: La Crosse  
RE: Tenant RHP Replacement Residential Claim (Second Installment)

Dear Ms. Johnsrud:

The following relocation claim for parcel 31-109 is enclosed and recommended for review and approval:

Parcel	Claim	Payable to	Amount
31-109	RHP-Tenant Tenant	Anthony Cruz	\$1,504.00

Mr. Cruz entered into a year lease agreement at the Denton St. Properties starting July 1, 2020 through June 31, 2021. The monthly rental amount for the replacement is \$585 plus \$77 a month for utilities for a total of \$662 base monthly rent. As of December 31, 2021, Mr. Cruz has been at the replacement property for 6 months. The lease is enclosed for claim support.

Mr. Cruz receives a subsidy of \$464/month from HUD. Per 49 CFR s. 24.2(a)(6)(ix) his out of pocket monthly expenses are \$198. The approved BTS claim for the first installment of \$8,000 is attached which shows his maximum eligibility for the replacement housing payment is \$9,504.

Therefore, I recommend approval of the second installment of \$1,504 for the Replacement Housing Payment. In addition to the approved Replacement Housing Payment Computation, attached is confirmation of payment for December rent that was provided by payee.

Please contact me at 715/421-9049 if you have any questions.

Thank you

*Maria "Izzy" Krueger*

Maria "Izzy" Krueger  
WisDOT Statewide Relocation Specialist

Enclosures

**RELOCATION CLAIM - APPLICATION AND RELEASE**

Wisconsin Department of Transportation

RE1527 08/2018 s. 32.19 & 32.195 Wis.Stats.

Claimant Name (print) Anthony Cruz	Date Claim Submitted to WisDOT 1/29/2021
Replacement Property Address 1051 Denton St, Apt #3, La Crosse WI 54601	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Avenue, Unit 109, La Crosse 54601	Actual Vacate Date from Subject July 2, 2020

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- Residential relocation     
  Owner occupant (subject)     
  Replacement - Purchase     
  Move Only – no displaced persons  
 Nonresidential relocation     
  Tenant occupant (subject)     
  Replacement - Rental  
 Outdoor advertising sign relocation     
  Landlord (subject)

**AGREEMENT**

In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

- (a) the agency shall re-compute the replacement payment using the acquisition amount, as final negotiated and/or set by the court through condemnation proceedings;
- (b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

**CERTIFICATION**

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Wisconsin Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

<u><i>Anthony Cruz</i></u> X Claimant Signature	Date <u>1/29/2021</u>	<u>X</u> Claimant Signature	Date
Print Name		Print Name	

**WisDOT Use Only**

Appropriate supporting documentation included:  
 Agent indicate items attached:  
 BTS returned for additional explanation/documentation, date: \_\_\_\_\_

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

<u>X <i>Maria Krueger</i></u> Relocation Agent Signature	<u>2/01/2021</u> Date	<u>X <i>Tracey Johnsrud</i></u> BTS Relocation Facilitator Signature	<u>2/10/2021</u> Date
<u>Maria Krueger</u> Print Name		<u>Tracey Johnsrud</u> Print Name	

Project ID: 1641-02-22      County: La Crosse      Parcel No. 31-109

Items Claimed	Reference	Amount Claimed	Amount Approved
<b>Residential</b>			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$	\$
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$1,504	\$ 1,504.00
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
<b>Non-Residential</b>			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Penalty costs for mortgage prepayment	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated to date of vesting	Wis. Stat. 32.195(3)	\$	\$
d. Realignment of personal property	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
<b>Move Only Payment – No displaced persons</b>			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
<b>TOTAL</b>		<b>\$1,504</b>	<b>\$ 1,504.00</b>



1000 West Wisconsin Street • PO Box 167 • Sparta, WI 54656  
608-269-8121 • 1-888-706-1228 • Fax: 608-269-8120

ANTHONY PEREZ CRUZ  
606 CAP ST  
SPARTA WI 54656

Account Balances at a Glance:

Account Number: XXXXXX3658  
Total Savings: \$5.00  
Total Checking: \$6,387.64  
Total Certificates: \$0.00  
Total Money Market: \$0.00  
Total Loans: \$0.00

**REMINDER TO ONLINE BANKING USERS:**  
Effective January 1st, support for Internet Explorer and the legacy version of Edge will end. If you use these browsers it will affect your access to Online Banking. It's recommended that you switch to another supported browser (Chrome, Firefox, etc) or upgrade to the new Microsoft Edge (versions higher than 70).

Mark your calendar for 1st CCU's 60th Annual Meeting to be held Monday, March 29, 2021 (location to be determined). All 1st CCU members are welcome to attend. Watch 1stccu.com for details.

Joint Owner: FLOCKS GUARDIANS INC FOR  
ANTHONY PEREZ CRUZ

Statement Period: 12/01/2020 thru 12/31/2020

**ACCOUNT SUMMARY**

Type	Starting Balance	Total Deposits	Total Withdrawals	Ending Balance
PRIMARY SHARE	5.00	0.00	0.00	5.00
SHARE DRAFT	6,268.83	1,200.00	1,081.19	6,387.64

**ID 0000 - PRIMARY SHARE**

YTD Dividends Paid: \$0.00

Date	Transaction Description	Amount	Balance
12/01/2020	Beginning Balance		5.00
12/31/2020	Ending Balance		5.00

**ID 0200 - SHARE DRAFT**

YTD Dividends Paid: \$0.00

Date	Transaction Description	Amount	Balance
12/01/2020	Beginning Balance		6,268.83
12/03/2020	Deposit ACH SSA TREAS 310 TYPE: XXSOC SEC ID: 9031736026 PAYEE: FLOCKS GUARDIANS INC BENE: ANTHONY CRUZ CO: SSA TREAS 310	596.00	6,864.83
12/07/2020	Withdrawal ACH True Link Card TYPE: Transfer ID: 7462080640 CO: True Link Card	-150.00	6,714.83
12/09/2020	Draft 1035	-44.00	6,670.83
12/14/2020	Withdrawal ACH True Link Card TYPE: Transfer ID: 7462080640 CO: True Link Card	-150.00	6,520.83
12/14/2020	Withdrawal ACH BP SPECTRUM FORM TYPE: BILL PMT ID: 9231387555 DATA: PLUS CO: BP SPECTRUM FORM	-217.12	6,303.71
12/16/2020	Withdrawal ACH BP NORTHERN STAT TYPE: BILL PMT ID: 9231387555 DATA: PLUS CO: BP NORTHERN STAT	-99.07	6,204.64
12/21/2020	Withdrawal ACH True Link Card TYPE: Transfer ID: 7462080640 CO: True Link Card	-150.00	6,054.64
12/29/2020	Withdrawal ACH True Link Card TYPE: Transfer ID: 7462080640 CO: True Link Card	-150.00	5,904.64



*Jan Rent Payment*

12/01/2020 thru 12/31/2020  
 Account Number: XXXXXX3658  
 ANTHONY PEREZ CRUZ

**ID 0200 - SHARE DRAFT (Continued)**

Date	Transaction Description	Amount	Balance
12/30/2020	Withdrawal ACH BP PROKES RENTAL TYPE: BILL PMT ID: 9231387555 DATA: PLUS CO: BP PROKES RENTAL	-121.00	5,783.64
12/31/2020	Deposit ACH SSA TREAS 310 TYPE: XXSOC SEC ID: 9121036241 PAYEE: FLOCKS GUARDIANS INC BENE: ANTHONY CRUZ CO: SSA TREAS 310	604.00	6,387.64
12/31/2020	<b>Ending Balance</b>		<b>6,387.64</b>

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	0.00	0.00
Total Returned Item Fees	0.00	0.00

**Cleared Check Summary**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1035	12-09	44.00						

\* denotes draft out of sequence

**YEAR TO DATE SUMMARY**

Total Year To Date Dividends Paid 0.00



Messages ( 1 ) (V3/MyAccount/SecureMessageCenter?instID=99073) | Chat Now (https://vue.comm100.com/ChatWindow.aspx?siteId=3000020&planId=189) | Help

Print

Date	Time	Location
01/03/2021	12:37:00 PM	Saint Paul, MN

Payment timeline

*January's rent*

Date	Event
1/5/2021	Payment reached the payee and check has cleared. <a href="#">View cleared check</a>
12/30/2020	Payment processed for \$121.00 from your Primary Account account (*3658). Estimated arrival date for this payment is 01/07/2021.
12/29/2020	Single payment to Prokes Rentals was scheduled to be processed on 12/29/2020 for \$121.00 from your Primary Account account (*3658). Conf#: 42

*↑  
This  
is  
Denton  
Street  
Rentals*

[← Back \(V3/Payment?reset=True\)](#)

Website created for 1st Community Credit Union (https://www.1stccu.com) by iPay Solutions™. Use of this system is limited to authorized users only and may be monitored. Any unauthorized use is prohibited and will be prosecuted.

For Bill Pay support, please call 888-693-4093

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June 16 2020

1641-02-22  
Parcel 31-109 (Tenant RHP Computation)  
City of La Crosse, South Avenue  
USH 14-Green Bay St to Ward Ave  
La Crosse County

Ms. Johnsrud;

Attached for your review and approval is a Residential Housing Payment claim submittal for Anthony Cruz in the amount of \$9,504.

Mr. Cruz is renting a one-bedroom unit at 2350 South Avenue, Unit 109, La Crosse, WI and now has entered into a lease agreement at 1051 Denton St., Apt #3, La Crosse WI 54601. The replacement site is an apartment complex that features a one bedroom and one bathroom and is approximately 409 sf with a monthly rent of \$585 plus \$77 a month for electricity, gas and heat for a total of \$662 base monthly rent. This information was provided by Sarah Thesing, HCV Coordinator, Housing Authority of the City of La Crosse.

Mr. Cruz is a Veteran and qualifies for the HUD Section 8 Housing Voucher Program. Base monthly rent is \$662, HUD subsidizing \$464, therefore \$198 (\$121 rent portion + \$77 utilities) would be out of pocket for Mr. Cruz which is identified under 49 CFR s. 24.2(a)(6)(ix) (If a person accepts assistance under a government housing assistance program, the rules of that program governing the size of the dwelling apply, and the rental assistance payment under s 24.402 would be computed on the basis of the person's actual out-of-pocket cost for the replacement housing.)

$\$198 \text{ monthly} \times 48 \text{ months} = \$9,504$

Due to Covid-19, I am prohibited from traveling, therefore the landlord filled out the DSS form. Pictures of the rental unit were provided by Kelsey Thompson, Social Worker, VA Medical Center Tomah WI. Mr. Cruz is eligible for claimed amount of \$9,504. I am recommending that it is payable in one installment.

Attached to this memo are the following documents for support in your consideration.

Relocation Claim – Application and Release  
Signed Apartment Lease Contract  
RHP  
DSS Inspection  
1051 Denton St., Apt #3, La Crosse WI 54601 - Pictures

If you have any questions, feel free to contact me.

Thank you

Izzy



**RELOCATION CLAIM - APPLICATION AND RELEASE**

Wisconsin Department of Transportation

RE1527 08/2018 s. 32.19 & 32.195 Wis. Stats.

Claimant Name (print) Anthony Cruz	Date Claim Submitted to WisDOT 6/5/20
Replacement Property Address 1051 Denton St., Apt #3, La Crosse WI 54601	Relocation Agent Name Maria Krueger
Subject Property Address 2350 South Avenue, Unit 109, La Crosse, WI 54601	Actual Vacate Date from Subject

The relocation program is a reimbursement program. All items must be determined by WisDOT as actual, reasonable and necessary to receive reimbursement. All applicable federal and state statutory and administrative code provisions apply. Documentation of payment and work completion is required in submittal.

- Residential relocation
- Nonresidential relocation
- Outdoor advertising sign relocation
- Owner occupant (subject)
- Tenant occupant (subject)
- Landlord (subject)
- Replacement - Purchase
- Replacement - Rental
- Move Only – no displaced persons

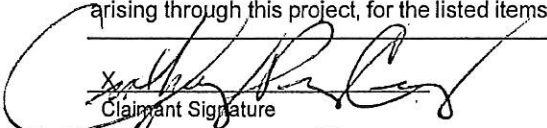
**AGREEMENT**

In the event of a condemnation case, the Agency shall promptly pay a replacement housing payment, replacement business or farm payment. An advance payment shall be made when an agency determines the acquisition payment will be delayed because of condemnation proceedings. An agency's offer shall be used as the initial acquisition price in calculating the replacement payment. The payment shall be contingent on a person signing an affidavit of intent that:

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- (b) the person shall refund the excess amount from the judgment when the amount awarded as acquisition amount plus any advance payment if it exceeds the amount paid for a replacement or the agency's determined cost of a comparable replacement. A person is not required to refund more than the advance payment. The payment shall be made after the condemnation proceedings are completed when a person does not sign an affidavit.

**CERTIFICATION**

I (We) certify that the foregoing statement is true and correct and that the damages described herein exist and I (we) have incurred these costs in the amount shown after each item. I (We) certify that I have not submitted any other claim for or received payment of any compensation for the benefit claimed herein as shown above. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Wisconsin Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.

 Claimant Signature	Date 06/04/20	<input checked="" type="checkbox"/>	_____	_____
ANTHONY PEREZ CRUZ			_____	_____
Print Name			Print Name	

**WisDOT Use Only**

Appropriate supporting documentation included:  
Agent indicate items attached:  
BTS returned for additional explanation/documentation, date: \_\_\_\_\_

I certify to the best of my knowledge the amount of the approved and this claim conforms to the applicable provisions of state and federal laws.

<input checked="" type="checkbox"/> Maria Krueger	June 16, 2020	<input checked="" type="checkbox"/> Tracey Johnsrud	
Relocation Agent Signature	Date	BTS Relocation Facilitator Signature	Date 6/17/2020
Maria Krueger		Tracey Johnsrud	
Print Name		Print Name	

Project ID: 1641-02-22

County: La Crosse

Parcel No. 31-109

Items Claimed	Reference	Amount Claimed	Amount Approved
<b>Residential</b>			
1. Moving expenses – Actual	Adm 92.54(1); Wis. Stat. 24.301(b)	\$	\$
2. Moving expenses – Fixed Payment, Room Schedule	Adm 92.54(2); Wis. Stat. 24.302	\$	\$
3. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
b. Mortgage prepayment penalty cost	Wis. Stat. 32.195(2)	\$	\$
c. Real estate taxes allocated vesting date	Wis. Stat. 32.195(3)	\$	\$
d. Personal property realignment	Wis. Stat. 32.195(4)	\$	\$
e. Plans/specifications unusable from subject property	Wis. Stat. 32.195(5)	\$	\$
f. Reasonable net rental losses	Wis. Stat. 32.195(6)	\$	\$
g. Fencing cost	Wis. Stat. 32.195(7)	\$	\$
4. Replacement Housing Payment	Wis. Stat. 32.19(3)(d); Adm 92.70-92.88; ss.24.401(b)&(d) & 24.402(b)&(c)	\$ 9,504	\$ 8,000.00
5. Mortgage Interest Differential Payment	Adm 92.70(5); Wis. Stat. 24.401(d)		
6. Incidental expenses – Closing Costs and Related Expenses	Adm 92.70(6); Wis. Stat. 24.401(e)	\$	\$
<b>Non-Residential</b>			
7. Moving expenses – Actual	Adm 92.56 & 92.60 & 92.62 Wis. Stats. 24.301(d) & 24.303	\$	\$
8. Re-Establishment Payment	Adm 92.67; Wis. Stat. 24.304(b)	\$	\$
9. Fixed Payment In Lieu of Actual Moving Expenses	Adm 92.58; Wis. Stat. 24.305	\$	\$
10. Expenses incidental to property transfer	Wis. Stats. 32.195 & 24.106		
a. Recording fees, transfer taxes, and similar conveyances	Wis. Stat. 32.195(1)	\$	\$
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g. Cost of fencing	Wis. Stat. 32.195(7)	\$	\$
11. Business Replacement Payment			
a. Tenant to Tenant – rent differential payment (48 months)	Wis. Stat. 32.19(4m)(b)(1); Adm 92.96	\$	\$
b. Tenant to Tenant – reasonable project costs, (actual, reasonable, necessary)	Wis. Stat. 32.19(4m)(b)(1)	\$	\$
c. Tenant to Owner – conversion of rent differential to down payment on replacement and closing costs	Wis. Stat. 32.19(4m)(b)(2); Adm 92.98	\$	\$
d. Owner to Owner – includes purchase differential, increased interest, closing costs, and reasonable project costs at replacement property	Wis. Stat. 32.19(4m)(a); Adm 92.92	\$	\$
e. Owner to Tenant – includes rent differential payment (calculated using economic rent)	Wis. Stat. 32.19(4m)(a); Adm 92.94	\$	\$
f. Owner to Tenant – reasonable project costs where applicable	Wis. Stat. 32.19(4m)(a)	\$	\$
<b>Move Only Payment – No displaced persons</b>			
Personal Property Move Only Payment Schedule (Self Move)	Adm 92.52, Wis. Stat. 24.301(e)	\$	\$
Actual Move (includes Outdoor Advertisement Sign Move)	Adm 92.64	\$	\$
<b>TOTAL</b>		<b>\$ 9,504</b>	<b>\$ 8,000.00</b>

Please submit second installment of \$1,504.00 after 6 months.

# REPLACEMENT HOUSING PAYMENT – TENANT

Wisconsin Department of Transportation

Computation Form  
RE1948 10/2019

Tenant – Occupant       90 Day – Owner Occupant       <90 Day – Owner Occupant

Subject Property			Name Anthony Cruz		Number of Occupants 1
Address 2350 South Avenue, La Crosse WI 54602			Apartment Number 109	Habitable Area Required 850	
Subject Prop.-Unit Type-SF, Duplex, etc. Apartment Building		Approximate Age 20+/-	State of Repair Good	Approximate Habitable Area 850	
Type of Construction Frame	DSS Yes	Type of Neighborhood Mixed		Number of Rooms 3	
Utilities Available Water/Trash	Furnished/Unfurnished Unfurnished		Number of Bedrooms 1		

**Section A – Available Comparable Housing** – Computations are made using Comparable Property A listed below

Comparable Property	Habitable Area – Sq Ft	Address or Location	Actual Rent	Est. Avg. Utilities + Parking	Monthly Rent
A	900	520 Gould St, Unit 520., La Crosse, WI 54601	\$850	+ \$125	= \$975
B	1,000	5500 Mormon Coulee Rd, Unit 1, La Crosse, WI 54601	\$835	+ \$55	= \$890
C	900	3800 Cliffside Pl. La Crosse, WI 54601	\$769	+ \$110	= \$879

**Section B – Replacement Housing Payment Calculation**

1. New Monthly Rent (from Section A)	\$975	per month X 48 months	\$46,800
2. Less Base Monthly Rent (Complete all applicable items. If not applicable, specify N/A)			
a. Actual Rent Paid (Average of last 3 months)	\$520		
Utilities (Average of last 12 months)	\$55		
		=	\$575
		OR	
b. Economic Rent			
Utilities (Average of last 12 months)			
		=	
c. Thirty (30) percent of Gross Monthly Income (See note.)			\$399.00
d. Amounts designated for Shelter & Utilities by Public Agency			
3. Base Monthly Rent – Lesser of (a) OR (b, c, or d)	\$399.00	per month x 48 months) =	\$19,152
4. Equals Indicated Rental Housing Payment (New Monthly Rent minus Base Monthly Rent)			\$27,648

Note: Thirty (30) percent of the displaced person's average monthly gross household income, if the household income is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 programs

**Rental Replacement Payment**

The rental replacement housing payment shall be made in two installments.

Amount of first installment	\$ 8,000
Amount of second installment	\$ 19,648

**Attachments** \_\_\_\_\_

- \* Residential Comparison Chart
- \* Documentation of comparable properties from source of information

**Relocation Specialist Statement of Certification** – I certify that:

- The determination of the amount of this payment as shown in the computations on this document is correct to my knowledge;
- I understand that the determination may be used in connection with a Federal Aid Project;
- I have no direct or indirect present or contemplated interests in this transaction nor will I derive any benefit from this payment.

APPROVAL RECOMMENDED: *Maria Krueger*

April 15, 2020

Relocation Specialist

Date

COMPUTATION APPROVED BY: *Tracey Johnson*

4/16/2020

BTS-RE Statewide Relocation Facilitator

Date

RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or 2 more) on the following terms and conditions:

3 TENANT: ( ) adults and ( ) children  
4 Anthony Cruz

LANDLORD: Denton St. Properties

Agent for service of process Prokes Rentals  
PO Box 491  
La Crosse WI 54602

6 Additional occupants under the age of eighteen (18) residing on the 7 Premises:

Agent for maintenance, management, & collection of rents  
Mark - 608 792 9736  
Assie - 792-9737

9 PREMISES: Building Address  
10 1031 Denton St.  
11 La Crosse WI 54601

12 Apartment/room/unit: Apt. 3

13 Included furnishings/appliances: refrigerator, range, oven

14 List other:

TERM: (Strike either (a) or (b) enter complete date.)  
(a) Month to month beginning on 7/1/2020; or  
(b) For a term of 12 months beginning on 7/1/2020 and ending on 6/31/2021 at 12:00 noon.

15 RENT: Rent of \$ 585.00 for Premises and 16 \$ for other (specify )

NOTE: An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration.

17 is to be received no later than the 5th day of each month 18 and is payable at Auto debit

UTILITIES: Check if paid by: Landlord Tenant  
Electricity  
Gas  
Heat  
Air Conditioning  
Sewer/Water  
Hot Water  
Trash  
Other

19 If rent is received after 5th 20 the Tenant shall pay a late fee of \$ 35.00

21 Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this Agreement. Other Landlord or Tenant obligations:

23 No smoking in unit.  
24 No loud noise music

If utilities or services payable by Tenant are not separately metered, tenant's share of payments are allocated as follows:

30 SECURITY DEPOSIT: Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 585.00 to be held by Landlord or 31 Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set 32 forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The 33 statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for 34 each item or claim. If repair costs are not known within twenty-one (21) days Landlord may use a good faith estimate in the written accounting. The reasonable cost 35 for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts 36 set forth in Wis. Stat. § 704.28(1). Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

37 DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the 38 start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects, if any, 39 charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects 40 charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant 41 within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, 42 whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit. Landlord will 43 provide Tenant with a Check-In / Check-Out sheet. Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be 44 considered to have accepted the Premises without any exceptions.

45 NOTICE TO VACATE: Lease for Term - No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term. 46 Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original 47 lease term and if so, enter into a new rental agreement accordingly. Month to Month Tenancy - Written notice must be received by the other party at least twenty-eight 48 (28) days prior to the ending of a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from 49 the first day of a calendar month through the last day of a calendar month.

50 CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, in- 51 cluding Wis. Stat. ch. 704 and ch. 799, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and 52 regulations related to the Premises, including local housing codes.

53 CONDITION OF PREMISES: Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that the 54 unit is in good and satisfactory condition, except as noted in the Check-In / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain 55 the premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

56 RENTERS INSURANCE RECOMMENDED: Landlord recommends that Tenant purchase Renter's insurance to protect Tenant's personal property and to protect 57 Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's insurance that Tenant may not have any insurance 58 coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

59 RULES: Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by Tenant to 60 substantially comply with the rules will be a breach of this Agreement and may result in the eviction of Tenant. Landlord may amend the rules to provide for newly 61 added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's 62 use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if applicable, have been given to Tenant at the time of application and at 63 the time of the signing of this Agreement.

64 ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION: Landlord may, but is not required to, provide the following information and/or 65 documentation to Tenant via electronic means: (a) a copy of the rental agreement and any documents related to the rental agreement; (b) a security deposit and any 66 documents related to the accounting and disposition of the security deposit and security deposit refund; (c) any promise to clean, repair, or otherwise improve any 67 portion of the Premises made by Landlord prior to entering into the rental agreement with Tenant; (d) advance notice of entry to inspect, make repairs, or show the 68 Premises to prospective tenants or purchasers.

69 TIME IS OF THE ESSENCE: As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before vacating of 70 the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law. 71 Time is of the essence means that a deadline must be strictly followed.

72 SPECIAL PROVISIONS: No unauthorized guests at the unit  
73 Minimum 30 days notice if moving at end of lease.

74 RENTAL DOCUMENTS: Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior 75 to entering into this Agreement and prior to accepting any earnest money or security deposit.

76 Pets and water beds are not permitted unless indicated otherwise in writing.

77 NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS. See reverse side for additional provisions.  
78 OWNER / AGENT OF OWNER Signature: Assie Phes 10/7/20 (date)  
79 TENANT(S) Signature: Anthony Cruz 6-11-20 (date)  
80 Signature: (date) Signature: (date)  
81 Print Name: (date) Print Name: (date)  
82 Signature: (date) Signature: (date)  
83 Print Name: (date) Print Name: (date)

Apartment Rules – Addendum to Lease Agreement

- o **NO Dishes** are to be mounted to roof – any dishes mounted without approval will be removed immediately. Roof repairs will be charged to tenant.
- o Tenants in single family homes or duplexes are responsible for lawn mowing and snow shoveling with 24 hours of any snowfall. Bills from city for failure to shovel will be billed back to tenant.
- o All tenants shall within 7 days of the first day of the lease term, notify landlord (in writing) of any damages or uncleanliness present in the apartment.
- o Any damage to any part of the apartment or landlords property will be deducted from your security deposit.
- o No patching of any nail holes or holes of any kind is allowed. Landlord will do this at the end of the lease. Only small picture nails may be used to hang pictures.
- o Under no conditions can a tenant use security deposit in lieu of rent.
- o Security deposits will be returned within 21 days (minus any deductions) after keys are returned to landlord. At landlords option, checks will be made payable to one person only.
- o Littering anywhere on the property is cause for eviction. This includes cigarette butts.
- o The sidewalk, entrance, hall, passages, stairway, or fire escapes shall not be obstructed by tenants or used by them for any purposes other than those of access to their respective apartments. Bicycles shall be kept in storage areas and not in hallways and shall not be chained to any part of the building.
- o Storerooms/storage areas are furnished on express stipulation that landlord shall not be liable for any loss or damage or injury to property stored there. Tenants fully release landlord from all liability for any such loss, damage or injury.
- o Any NSF checks will have a \$20.00 service charge. These charges can be deducted from security deposit.
- o Tenant shall maintain the smoke detectors in serviceable condition with a good battery installed. Tenant shall be responsible for damages resulting from disconnecting any smoke detector.
- o All vehicles parked at the residence must be street legal, licensed, and in running order. Any vehicle that does not comply with these rules may be towed at the owners expense and the charges can be deducted from security deposit. Tenants are restricted from washing motor vehicles on the property.
- o There is a \$25.00 charge for each refrigerator, tub, toilet, stove, vanity, cabinets not clean at the termination of this lease. These charges can be deducted from the security deposit. If carpets require professional cleaning at time of move out tenant is responsible for this charge. Charges for any missing/damaged items will be deducted from security deposit as well.
- o Absolutely no pets allowed in the building unless agreed upon in writing with the landlord. All pets are subject to a monthly pet fee and prior landlord approval - pet waste is to be removed immediately.
- o Landlord does not carry insurance on tenant's property. Tenant must provide his/her own renters insurance. Proof of insurance needs to be submitted within 30 days of move in.
- o Any tenant breaking a lease or being evicted will be responsible for paying all advertising cost, sheriff fees, court costs, ect. In addition a fee of \$150.00 will be deducted from security deposit for time spent reshowing and all paperwork. Tenants breaking their lease are responsible for monthly rent until a new tenant can be secured for the unit.
- o Tenants will be subject to termination of the lease and eviction for violation of any of the above rules at the discretion of the landlord.
- o No smoking in apartments - if tenant is smoking in apartment this is cause for eviction. If it is determined that tenant has been smoking in apartment at end of lease term security deposit will be forfeited.
- o 30 day minimum notice required if moving at end of lease
- o Violation of these rules or any federal laws or laws of the State of Wisconsin including drug use, drunken or disturbing behavior, and criminal activity are cause for eviction of tenant(s).

I/We agree to abide by all of the above renting rules and regulations, which are a condition of the lease. If any of them are violated, I/we will be charged accordingly and /or the eviction process will begin. Deductions may be taken from the security deposit if not paid before end of lease. I am aware that it is my responsibility to become familiar with these rules.

Tenant  Date 6-11-20  
Tenant \_\_\_\_\_ Date \_\_\_\_\_

8. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	T
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Other	T
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	T
Other Electric		T
Water		O
Sewer		O
Trash Collection		O
Air Conditioning		T
Other (specify)		
		Provided by
Refrigerator		O
Range/Microwave		O

Signatures

Public Housing Agency

Housing Authority of the City of La Crosse

Print or Type Name of PHA

Signature

Steve Schauf, Executive Director

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Mark Prokes

Print or Type Name of Owner

*Mark Prokes*  
Signature

Print or Type Name and Title of Signatory

6-12-2020

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

# 1DECENT, SAFE AND SANITARY INSPECTION CERTIFICATION

Wisconsin Department of Transportation

RE1950 09/2018

Owner/Tenant Anthony Cruz		Replacement Property Address 1051 Denton St., La Crosse WI 54601			
Asking Price N/A		Selling Price N/A		Monthly Rental Rate \$ 585.00	
TYPE OF REPLACEMENT		NUMBER OF OCCUPANTS		LIVING AREA AND ROOM COUNT	
Single Family Residence N/A	Apartment Complex	No. Male Adults 1	No. Female Adults 0	Living Room 216 SF	Bdrm. No. 1 121 SF
Duplex N/A	Mobile Home N/A	No. Male Children 0	No. Female Children 0	Dining Room SF	Bdrm. No. 2 SF
Room N/A	Other NA	Total Number of Occupants 1		Family Room SF	Bdrm. No. 3 SF
Dwelling (Brick, Frame, etc.)	Condition Good	Rooms Needed for Occupants 3		Kitchen 72 SF	Bdrm. No. 4 SF
Approx. Age <del>April 2019</del> Built 1974	Type of Neighborhood	D.S.S. Area Required 850 SF		Other SF	Habitable Area 409 SF

PHYSICAL STANDARDS – Based on Visual Inspection

<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>1. Structure</b> Foundation, exterior walls, and roof structurally sound, reasonably weather-tight, rodent proof and in good state of maintenance &amp; repair.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Interior and exterior stairs and porches are adequate, safe and in good state of repair.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Interior walls, ceilings and floors in good state of repair.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Dwelling has adequate number of unobstructed means of egress.</p> <p><b>2. Heating</b> - Electric base board <input checked="" type="checkbox"/> Space <input type="checkbox"/> Central</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Is adequate, safe and in good working order.</p> <p><b>3. Electrical</b> <input checked="" type="checkbox"/> <input type="checkbox"/> Electric service is adequate, safe and in good state of repair.</p> <p><b>4. Plumbing</b> <input checked="" type="checkbox"/> <input type="checkbox"/> Has continuing and adequate supply of drinkable water.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Fixtures in good state of repair and maintenance.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Sewage system is adequate and in good working order.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>5. Kitchen</b> <input type="checkbox"/> For exclusive use of household.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Sink connected to hot and cold running water.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Space for stove and refrigerator with necessary service hookups.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> If provided, stove and refrigerator in good working order.</p> <p><b>6. Bath</b> <input checked="" type="checkbox"/> <input type="checkbox"/> For exclusive use of household and offers user privacy.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Lavatory, tub or shower connected to hot and cold running water.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Adequate ventilation (operable window or exhaust fan).</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Access is not through a sleeping room.</p> <p><b>7. Light and Ventilation</b> <input checked="" type="checkbox"/> <input type="checkbox"/> All habitable rooms have adequate light and ventilation.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Windows in good state of repair and maintenance.</p> <p><b>8. Premises</b> <input checked="" type="checkbox"/> <input type="checkbox"/> Free from adverse environmental effects and conditions constituting a fire, health or safety hazard.</p>
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MOBILE HOME DATA					
Manufacturer & Model Year		Size:	Length X	Width =	Sq. Ft.
					D.S.S. Area Required for Occupants
				Habitable Area =	Sq. Ft.
SLEEPING ROOM DATA					
Yes	No	Habitable Floor Space			D.S.S. Area Required for Occupants
<input type="checkbox"/>	<input type="checkbox"/>	Has lockable door, if bathroom facilities are separate.			

ATTACH PHOTOGRAPH TO FORM and/or ATTACH SKETCH OF FLOOR PLAN TO REVERSE

Comments:  
This dwelling does / does not meet the requirements for decent, safe and sanitary housing in accordance with existing standards.

By (Provide Signature: Do Not Print) *Cassandra Rios* Company/Title *Proles Rentals - owner* Date *6-3-2020*

Project ID 1641-02-22	Project C LA CROSSE, SOUTH AVENUE	County La Crosse	Parcel 31-109
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