

RESOLUTION NO. <sup>2014-</sup>33

**RESOLUTION APPROVING THE 2015-2017 COOPERATION AGREEMENT AND FIRST AMENDMENT FOR PARTICIPATION IN THE URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM WITH MILWAUKEE COUNTY**

WHEREAS, the Community Development Block Grant Program has provided federal grant funding for service related and public works improvement projects serving senior citizens, physically challenged persons and low/moderate income households; and,

WHEREAS, the Village desires to continue its participation in the Community Development Block Grant Program for an additional three (3)-year period extending through 2017; and,

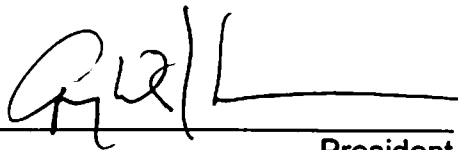
WHEREAS, continued participation in the Community Development Block Grant Program requires approval of a Cooperation Agreement with Milwaukee County through the form of a resolution.

THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Shorewood that the attached "Cooperation Agreement" and "First Amendment" by and between the Village of Shorewood and Milwaukee County be, and are hereby approved.

BE IT FURTHER RESOLVED that the Village of Shorewood urges Milwaukee County to utilize any federal grant funds obtained under this agreement for programs located in or benefitting the population of the communities in the Cooperation Agreement.

BE IT FURTHER RESOLVED that the Village Manager and Village Clerk are hereby authorized to execute the Cooperation Agreement and First Amendment on behalf of the Village of Shorewood.

ADOPTED by the Village Board of the Village of Shorewood this 6<sup>th</sup> day of October, 2014.

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Village Clerk

**Exhibit A**

**COOPERATION AGREEMENT**

THIS AGREEMENT is entered into on this 7<sup>th</sup> day of October, 2014, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the Village of Shorewood, (hereinafter referred to as the "Municipality").

**WITNESSETH:**

**WHEREAS**, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

**WHEREAS**, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

**WHEREAS**, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

**WHEREAS**, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

**WHEREAS**, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

**WHEREAS**, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

**WHEREAS**, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

**WHEREAS**, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

**NOW, THEREFORE**, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

**PROVISIONS:**

Village of Shorewood

Name:

*[Handwritten Signature]*

Title:

Village President

Name:

Title:

**MILWAUKEE COUNTY**

Hector Colon, Director  
Department of Health and Human Services

*Approved:*

*Approved:*

By: \_\_\_\_\_ Date: \_\_\_\_\_

County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_

Office of the Comptroller

*Approved as to Execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Corporation Counsel

**Exhibit B**

**FIRST AMENDMENT TO COOPERATION AGREEMENT**

THIS FIRST AMENDMENT is entered into on this 7<sup>th</sup> day of October, 2014, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the Village of Shorewood, (hereinafter referred to as the "Municipality").

**WITNESSETH:**

**WHEREAS**, the County and the Municipality have entered into a Cooperation Agreement that qualifies the County as an Urban County entitling the parties to receive Community Development Block Grant ("CDBG") funds to conduct and administer housing and community development activities and projects; and

**WHEREAS**, the United States Department of Housing and Urban Development ("HUD") revised the requirements for cooperation agreements and a new requirement was added in the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76; and

**WHEREAS**, the County and the Municipality have agreed to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree to amend the Cooperation Agreement as follows:

**PROVISIONS:**

1. A new Section 5.k. shall be added to the Agreement which states: "As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended."
2. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Cooperation Agreement, the terms and provisions of this Amendment shall govern, control and prevail.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day, month and year first above written.

**MUNICIPALITY**

Village of Shorewood

Name: 

Title: Village President

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MILWAUKEE COUNTY**

\_\_\_\_\_

Hector Colon, Director

Department of Health and Human Services

*Approved as to Execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Corporation Counsel



## Exhibit C

August 27, 2014

### Milwaukee County Renewal of Cooperation Agreement for 2015, 2016, and 2017

#### Introduction

On August 11, 2014, the Shorewood Village Board passed the Milwaukee County Cooperation Agreement for 2015-2017 with the stipulation that the Village Manager provides a record of changes that had been made to the most recent agreement since the last Cooperation Agreement for 2012. The following is a brief narrative and chart listing of such changes between the agreements.

#### Narrative

The renewal of the Milwaukee County Cooperation Agreement is made with the purpose of municipalities participating in an "Urban County Jurisdiction" for CDBG funds. Under 24 CFR 570.307, such an Urban County would qualify as an entitlement for the CDBG awards provided through the U.S. Department of Housing and Urban Development (HUD) by having communities not large enough to be entitlement cities.

If the Urban County didn't exist, municipalities in the county would lose about \$2 million worth of CDBG and HOME funds each year and would have to compete for State CDBG and HOME funds. All program income from the previous loan programs would also have to be returned to the Federal Government.

Since the last agreement there have been cases filed under the Federal False Claims Act against communities/counties that have failed to prove to that they have affirmatively furthered Fair Housing (Westchester County). HUD has thus given stricter scrutiny on funds provided to municipalities to ensure that 100% of funds are used for eligible projects and to further national objectives. This year, Milwaukee County has had to repay funds to HUD for this reason. As a result, the County has stated that the current "fair share" portion of the agreement is not working because some communities do not have eligible census tracts and projects.

#### Summary of Agreement Changes

There are primarily two significant changes between the 2011 County Cooperation Agreement and the 2014 County Cooperation Agreement. The first significant change is the addition of an "Obligations" section of the 2011 Agreement to the "Provisions" in this year's agreement.

However, the most significant change between the most recent Cooperation Agreement (2014) and the last Cooperation Agreement (2011) is the addition of a "Section b" in the Provision/Obligations section of the agreement. This section provides a requirement that municipalities must meet at least three action items from a list of eight to further fair housing during the three years of the agreement. In addition to this, a municipality is also required to provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.

A breakdown of the agreement changes between 2012 and 2015 are shown below.



**CDBG COUNTY AGREEMENT CHANGES SUMMARY CHART**

2011 Cooperation Agreement	2014 Cooperation Agreement	Requirement Similarities In Both Documents
<ul style="list-style-type: none"> <li>• “Obligations section added after the “Provisions” paragraph.</li> </ul>	<ul style="list-style-type: none"> <li>• Obligations section added after the “Provisions” paragraph</li> </ul>	<ul style="list-style-type: none"> <li>• Obligations listed in both documents</li> </ul>
<ul style="list-style-type: none"> <li>• Only requires that the municipality “attests” that it has adopted and is enforcing fair housing in the Village of Shorewood.</li> </ul>	<ul style="list-style-type: none"> <li>• The “Obligations” section added to the new agreement requires that municipalities meet at least three action items from a list of eight. A summary of the action items. This includes:               <ol style="list-style-type: none"> <li>1. Provide Milwaukee County Housing Division and make available to developers any inventory of developable land that is suitable for affordable, high density, multi-family housing.</li> <li>2. Provide a list to the Milwaukee County Housing Division annually of all TIF Districts that will terminate within the next 5 years and plans to extend the TIF to create affordable multi-family housing.</li> <li>3. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.</li> <li>4. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.</li> <li>5. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the municipality to encourage</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>• Agreement to have yearly CDBG allocations based upon three factors: equal share, population, and extend of poverty.</li> <li>• The County agrees to include the municipality as part of its Annual Action Plan</li> <li>• Neither Milwaukee County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement.</li> <li>• The term of the agreement is three years.</li> <li>• A municipality shall not have the opportunity to terminate or withdraw from the Agreement during the term.</li> <li>• The County and the municipality agree to undertake all actions necessary to comply with HUD’s national objectives. This includes fair housing.</li> </ul>

	<p>participation in the Housing Choice Voucher program and provide landlords with fair housing information.</p> <ol style="list-style-type: none"> <li>6. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.</li> <li>7. Train “first point of contact” staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.</li> <li>8. Any other activity listed in the recommendations section of Milwaukee County Analysis of Impediments to Fair Housing.</li> </ol>	<ul style="list-style-type: none"> <li>• Funds are prohibited for activities that do not further fair housing objectives.</li> <li>• The Municipality may not apply for grants under the Small Cities or State CDBG Programs during the term.</li> <li>• Agreement requires compliance with the sections 104(b) and 109 of Title I of the Housing &amp; Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, provisions of the Environmental Policy Act of 1969, and other applicable laws.</li> <li>• Prohibits the use of excessive force by law in non-violent civil rights demonstrations &amp; bars physically barring entrance to or exit from demonstration locations.</li> <li>• Municipalities must report any income generated from CDBG funds or any changes in real property.</li> </ul>
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