



AGENDA  
SPECIAL VILLAGE BOARD MEETING  
RICHFIELD VILLAGE HALL  
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN  
JULY 13, 2016  
7:00P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance with Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding reports and discussion/action items on the agenda, only. Public comments are not a public hearing and are typically a one-way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
5. DISCUSSION/ACTION ITEMS
  - a. Discussion/Action regarding the extension of an intergovernmental agreement for the HOME Consortium Program for 2017-2019
6. PUBLIC COMMENTS (...Continued)
7. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at [www.richfieldwi.gov](http://www.richfieldwi.gov). Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. 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. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 or [www.richfieldwi.gov](http://www.richfieldwi.gov) with as much advance notice as possible.



**AFFIDAVIT OF POSTING**

Pursuant to Sec. 985.02(2), Wis Stats., I, Laura J. Johnson, being duly sworn, state as follows:

- 1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.
- 2. I hereby certify that I posted a copy of the attached:

1) Park Commission meeting - 7/13/16 canceled meeting  
2) Special Village Board meeting - 7/13/16

on 7-8-16 (date), 2:30 pm (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

Laura J. Johnson  
 Signature

7-8-16  
 Date

Personally came before me this 8<sup>th</sup> day of July, 2016.

Karen Smith  
 Notary Public, State of Wisconsin  
 My commission expires July 29, 2017

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.

[Signature]  
 Signature

7-8-16  
 Date

I further certify that a copy has been posted to the Village website [www.richfieldwi.gov](http://www.richfieldwi.gov).

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

5 a



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

# 5a

MEETING DATE: July 13, 2016

SUBJECT: HOME Consortium Program 2017-2019

DATE SUBMITTED: July 8, 2016

SUBMITTED BY: Jim Healy, Village Administrator

*POLICY QUESTIONS:*

*DOES THE VILLAGE BOARD WISH TO AUTHORIZE THE VILLAGE ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH WAUKESHA COUNTY FOR THE HOME CONSORTIUM PROGRAM FOR THE YEARS 2017-2019?*

*ISSUE SUMMARY:*

In 1998, Jefferson, Washington and Waukesha Counties joined together to form the HOME Consortium and become eligible to receive Federal HOME Program funds. These funds help support the creation and maintenance of a community having a diverse housing stock. In 1999, Ozaukee County agreed to participate in the Consortium. The main purposes of the HOME Consortium are to advance home ownership opportunities with a down payment assistance program and to maintain the quality of the existing housing stock through low-interest housing rehabilitation loans.

All programs are available to households in the participating counties that earn 80% or less of the area median income. For the Consortium to be officially recognized, the government of each participating community is required to execute a Participation Agreement. Every municipality in Jefferson, Ozaukee, Washington and Waukesha Counties, with the exception of Sullivan (Jefferson County), Chenequa and Oconomowoc Lake (Waukesha County) has formally approved the participation of the HOME Consortium Program. The Village of Richfield is currently enrolled in this program, having authorized the former administrator to enter into the agreement back in July of 2010 with the following motion:

Motion by Trustee Brandner to approve the cooperative agreement for the HOME Consortium Program for the years 2011 – 2013, seconded by Trustee Neu. Motion carried 4-1 with Trustee Collins opposed.

Since 2013, there has been an automatic renewal clause in the agreement which has kept the Village as a participating member. Since our enrollment in the program, six (6) property owners have taken advantage of the program with four (4) down payment assistance loans being made and two (2) homeowner rehabilitation loans being made.

The program this year is changing, so we were notified by Waukesha County that we will need to resign our previous agreement which is for fiscal years 2014-2016. However, unlike past years where our involvement required little to no administrative burden, the Village must now take a more active role in participating in this program. Each year the Village will now be required to select two (2) "action items" from a list included in the proposed agreement which the U.S. Department of Housing and Urban Development (HUD) believe act as barriers or impediments to fair housing.

*FISCAL IMPACT:*

REVIEWED BY:   
Village Deputy Treasurer

Initial Project Costs: None  
Future Ongoing Costs: Administrative  
Physical Impact (on people/space): Variable  
Residual or Support/Overhead/Fringe Costs: Administrative



VILLAGE OF RICHFIELD  
VILLAGE BOARD COMMUNICATION FORM

#

MEETING DATE: July 13, 2016

SUBJECT: HOME Consortium Program 2017-2019  
DATE SUBMITTED: July 8, 2016  
SUBMITTED BY: Jim Healy, Village Administrator

ATTACHMENTS:

- 1. Mutual Cooperation Agreement for HOME Consortium Program 2017-2019

STAFF RECOMMENDATION:

Motion to authorize the Village Administrator and Village President to enter into an agreement with Waukesha County for the HOME Consortium Program for the years of 2017 through 2019.

<p>APPROVED FOR SUBMITTAL BY:</p> <p> Village Staff Member</p> <p> Village Administrator</p>	<p>VILLAGE CLERK USE ONLY BOARD ACTION TAKEN</p> <p>Resolution No. _____</p> <p>Ordinance No. _____</p> <p>Approved _____</p> <p>Other _____</p> <p>Continued To: _____</p> <p>Referred To: _____</p> <p>Denied _____</p> <p>File No. _____</p>
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MUTUAL COOPERATION AGREEMENT  
UNDER  
THE NATIONAL AFFORDABLE HOUSING ACT

The HOME Consortium Program for Federal Fiscal Years 2014-2016

This Agreement is entered into between Waukesha County, a political subdivision of the State of Wisconsin (hereinafter “County”) and the Village of Richfield, a municipal corporation of the State of Wisconsin (hereinafter “Municipality” and collectively “Parties”).

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990(42 U.S.C. § 12701 et seq.) as amended, (hereinafter “NAHA”) provides Federal assistance for the HOME Investment Partnership Program (hereinafter “HOME Program”); and

WHEREAS, NAHA allows units of general local government to enter into a mutual cooperation agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME Program (hereinafter “HOME Consortium”); and

WHEREAS, the Parties have mutually developed a Consolidated Plan and Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Parties have determined that obtaining funds under the HOME Program will increase their ability to provide affordable housing, and meet other identifiable and eligible housing needs of the Municipality’s residents; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for funds authorized under NAHA; and

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

WHEREAS, counties in Wisconsin pursuant to § 59.01, Wis. Stats. and municipalities in Wisconsin pursuant to § 66.0301, Wis. Stats. have the necessary authority to enter into agreements of the type herein contemplated;

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

SECTION 1 – PURPOSE

- A. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for HUD HOME funds as a HOME Consortium for Federal Fiscal Years 2014, 2015, and 2016 appropriation and from any program income generated from the expenditure of such funds.
- B. Nothing contained in this Agreement shall deprive any municipality of any power of zoning, development control or other lawful authority that it presently possesses.

## SECTION 2 – CONSIDERATION

Municipality, by the execution of this Cooperation Agreement, agrees to comply with this Cooperation Agreement which enables its residents to apply for HOME funds. All funds will be used within the HOME Consortium counties. County agrees to include Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of NAHA.

## SECTION 3– FUNDING

- A. The HOME Consortium shall be governed by a board of directors (hereinafter “HOME Board”). The HOME Board, by mutual agreement, shall establish “core” programs, which shall serve to benefit residents of each participating municipality and county equally. The annual distribution of “core” project funding shall continue until all allocated funds on a first come first serve basis are fully committed to eligible households.
  - a. Core programs may include, but are not limited to:  
Downpayment / Closing Cost, Housing Rehabilitation, Homebuyer Counseling, Rental Rehabilitation, Rental Assistance, Purchase / Rehab or Housing Development.
  - b. HOME regulations require that 15% of HOME funds received on an annual basis must be set-aside and utilized for HOME programs using a HUD eligible Community Development Organization (CHDO), who will either own, develop, manage or sponsor a housing project.
- B. The HOME Board shall determine the allocation of HOME funds within the HUD regulation limits for program administration to Waukesha County, as the lead agent (PJ), not to exceed 10% of the annual grant.

- C. HOME regulations require that match funds or credit shall be provided at \$0.25 for every dollar spent as part of HOME programming. This match is generally provided through pledged commitments by developers of affordable housing projects. If a match cannot be provided through development projects, it shall be the responsibility of the HOME Consortium, as a whole, to provide match funds.
- D. No participating municipality / county will need to provide any funds for the administration / operation of the HOME Program.

#### SECTION 4 – ACTIVITIES

- A. Municipality and County agree to undertake all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. In addition, Municipality and County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws.
- B. Noncompliance by Municipality with any of the provisions above may constitute noncompliance by County which may provide cause for funding sanctions or other remedial actions by HUD.
- C. Municipality shall establish and maintain appropriate record keeping and reporting of any retained program income and make such available in order to meet the monitoring and reporting responsibilities to the U.S. Department of Housing and Urban Development.
- D. Municipality shall cooperate to undertake, or assist in undertaking, community renewal, lower-income housing assistance activities, and other eligible HOME Program activities in compliance with the regulations at 24 CFR Part 92.
- E. Municipality shall take affirmative action to further fair housing in its jurisdiction. Such actions may include planning, education and outreach, and enforcement components.
- F. HOME Consortium funding is prohibited for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with its fair housing certification.

G. Municipality shall select at least two (2) action items from the list below to affirmatively further fair housing for the duration of this Agreement. Items listed are from the 2015—2019 Analysis of Impediments to Fair Housing Choice for Waukesha County and the HOME Consortium. Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to County of such actions within 15 days of the end of the calendar year. Municipality shall obtain updated versions of the Analysis of Impediments to Fair Housing Choice when they are published every five years and select action items from the current document.

**a. Impediment #1: Zoning Regulations and Housing Mix Ratios that Reduce Opportunities for Affordable Housing Development**

1. In municipalities served by sewer service, allow for the development of new single-family and two-family homes on lots of 10,000 square feet or smaller.
2. Allow for home sizes less than 1,200 square feet.
3. In municipalities served by sewer service, allow for the development of multi-family housing at a density of at least 10 units per acre.
4. To support higher density residential development, expand sanitary sewer services consistent with adopted Regional Sewer Service Plans.
5. Adopt flexible zoning regulations such as Planned Unit Developments (PUD) and Traditional Neighborhood Developments (TND) to permit higher densities and a mix of housing types.
6. Adopt inclusionary zoning provisions, such as higher density allowances and a waiver or modification of other development standards where certain set-asides are made for affordable housing for moderate and low-income families.
7. Amend design regulations to promote flexibility in development and construction costs.

**b. Impediment #2: Lack of Fair Housing Knowledge**

1. Attend a fair housing seminar or educational opportunity.
2. Provide education or training for rental property owners and managers on the requirements of the Fair Housing Act, the definitions of protected classes, discriminatory practices, and potential consequences for non-compliance.

**c. Impediment #3: Imbalance Between Job Centers and Affordable Housing Options**

1. Encourage the development of new affordable and/or mixed-income housing near job centers by offering density bonuses, fee waivers or other incentives.

**d. Impediment #4: NIMBY/Prejudiced Attitudes**

1. Develop and integrate appropriate diversity awareness information into staff and organizational development training.
2. Create and disseminate information regarding what affordable, workforce and mixed-income housing is and what economic benefits they offer to your community, via printed materials, training sessions, website education or other methods.
3. Participate in regional housing initiatives and collaborative efforts.

**e. Impediment #5: Limited Housing Options for People with Disabilities and the Aging Population**

1. Prioritize public funding for housing developments that address the needs of people with disabilities or the elderly.
2. Adopt or promote construction design concepts such as universal design (UD) and Visit-ability standards and features in all new housing, including consideration of providing density bonuses or other incentives to encourage such housing.

- H. Municipality, as a cooperating unit of general local government, attests that it has adopted and is enforcing:
- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

## SECTION 5– HOME PROGRAM ADMINISTRATION

### A. DEFINITIONS

- a. “Member” means a unit of local government or a county representing townships which signs this Agreement or a substantially similar agreement, and therefore is a member of the HOME Consortium organized to carry out eligible activities under the HOME Program.
- b. “Representative Member” means the unit of local government which acts as a representative of all Members for the purposes of this Agreement. The Representative Member shall assume responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and 01 , the requirements of 24 CFR § 92.350 (a) (5) , and the requirements of the Consolidated Housing and Community Development Plan.
- c. Waukesha County shall be the Representative Member and shall carry out all necessary overall responsibilities for the HOME Consortium, with the cooperation of all Members, consistent with the HOME Program regulations. Waukesha County may elect with the approval of the HOME Board through a Request for Proposal designate a portion of Administration funds to another entity to administer specific HOME programs.
- d. Each Member shall submit in a timely manner to the Representative Member all information necessary for participation in the HOME Consortium. This includes, but is not limited to, all information necessary for the Consolidated Plan, the program description and certifications (24 CFR § 92.150), written agreements executed with subrecipients, and performance reports.

- e. Each Member of the HOME Consortium shall start the HOME Program years on January 1<sup>st</sup> of each qualified year.
- f. Each participating county shall have not less than a three person representation on the HOME Board appointed by the county executive or county board chairman. Each participating county may also designate one alternative member. Representative Member, as the lead agent, with the approval of the HOME Board, is authorized to amend the HOME Consortium Agreement on behalf of the entire HOME Consortium to add new members to the HOME Consortium.

#### SECTION 6 – RESTRICTIONS

- A. Neither County nor Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the Parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
- B. Municipality may not receive an individual formula allocation under the HOME Program except through the HOME Consortium created by this Agreement, regardless of whether Consortium receives a HOME formula allocation in a particular year.

#### SECTION 7 – DURATION OF THIS AGREEMENT

- A. The term of this Agreement commences the date of execution and is in force for Federal fiscal years 2014, 2015 and 2016 and for such additional time as may be required for the expenditure of program income received and of funds granted through The Act and NAHA to County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. Municipality shall not have the opportunity to terminate or withdraw from this Agreement during the period that this Agreement is in effect. This Agreement shall be in effect until the CDBG and HOME funds and program income received with respect to activities carried out during Federal fiscal years 2014, 2015 and 2016 are expended and the funded activities completed.
- B. This Agreement, in accordance with Federal regulations, provides for an automatic renewal for each successive three-year qualification period provided that the County notifies each participating unit of general local government in writing of its right not to participate for the successive three-year qualification period by the date specified in HUD's urban county qualification notice for the next qualification period. A Municipality electing to opt-out of a successive qualification period must notify the County in writing.

- C. Municipality and County agree to adopt any amendment to this Agreement incorporating the changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period. Failure to adopt, execute and submit amendment requirements will void the automatic renewal provision for such qualification period.

This Agreement is executed by the respective Parties as Members of a HOME Consortium partnership. In so doing, all existing municipalities and governing bodies are agreeing to participate under the terms of the HOME Consortium partnership with any other municipality or governing body which has joined or subsequently joins the partnership.

The terms and provisions of this Agreement are fully authorized under state and local law and that this Agreement provides full legal authority for the signatory parties to undertake or assist in undertaking HOME Program Consortium activities.

County and Municipality have authorized this Agreement and attest that this Agreement is executed by the chief executive officer of each entity.

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

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

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

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

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

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Title \_\_\_\_\_