

16.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2008-0126 Resolution In Committee

Resolution authorizing continuation in a Consortium Agreement with Milwaukee County and the City of Wauwatosa for the purpose of continued participation in the federal HOME Program for 2009-2011.

Introduced: 5/20/2008

Controlling Body: Administration & Finance Committee

Sponsor(s): Administration & Finance Committee

COMMITTEE RECOMMENDATION

adopt

ACTION DATE:
MAY 20 2008

MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
_____	_____	Barczak				
_____	_____	Czaplewski				
_____	_____	Kopplin	✓			
_____	_____	Lajsic	✓			
_____	_____	Narlock	✓			
_____	_____	Reinke				✓
_____	_____	Roadt				
_____	_____	Sengstock				
_____	_____	Vitale	✓			
_____	_____	Weigel				
TOTAL			4			1

SIGNATURE OF COMMITTEE MEMBER

Kurt Kopplin _____ _____
Chair Vice-Chair Member

ADOPT

COMMON COUNCIL ACTION

MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
_____	_____	Barczak	✓			
_____	_____	Czaplewski	✓			
_____	_____	Kopplin	✓			
_____	_____	Lajsic	✓			
_____	_____	Narlock	✓			
_____	_____	Reinke				✓
_____	_____	Roadt	✓			
_____	_____	Sengstock	✓			
_____	_____	Vitale	✓			
_____	_____	Weigel	✓			
TOTAL			9			1



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2008-0126

Final Action:

Sponsor(s): Administration & Finance Committee

MAY 20 2008

Resolution authorizing continuation in a Consortium Agreement with Milwaukee County and the City of Wauwatosa for the purpose of continued participation in the federal HOME Program for 2009-2011.

WHEREAS, the U.S. Congress approved the National Affordable Housing Act of 1990 to allow mutual cooperation agreements among units of general government; and,

WHEREAS, that Act authorized funding of the HOME Investment Partnerships (HOME) Program; and,

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

WHEREAS, the City of West Allis is a participating jurisdiction in the HOME Program under an agreement entered into with Milwaukee County, and the City of Wauwatosa; and,

WHEREAS, each member shall receive an amount of HOME Program funds based on its percentage, as established by HUD formula (the amount for 2008 is approximately \$274,800.00); and,

WHEREAS, each member shall be responsible for providing required matching funds or credit based upon the amount of its allocation and its use of funds. If the match cannot be provided by a member, that member's allocation will revert to the remaining members, if they can fulfill the match requirements for the reverted allocation; and,


WHEREAS, it is necessary for the City of West Allis to continue its Consortium Agreement with Milwaukee County and the City of Wauwatosa and to execute a Consortium Agreement with these two units of government so that it can be submitted with all necessary attachments to HUD by the June 15 2008, deadline.

NOW, THEREFORE, BE IT RESOLVED that the City of West Allis Common Council does hereby approve the attached mutual Cooperation Agreement under the National Affordable Housing Act for Fiscal Years 2009-2011, and further authorizes the Director of the Department of Development to authorize technical changes in this Agreement.


IT FURTHER RESOLVED that the City of West Allis Common Council authorizes continuation of a Consortium Agreement with the City of Wauwatosa and Milwaukee County for said program and its submission to HUD, with all necessary attachments, by the deadline of June 15, 2005.

Q/res/dev-506-5-20-08

cc: Dept. of Development
Chris Phinney, Grant Accounting Specialist
Robb Ahlm, Housing Rehab Specialist

ADOPTED MAY 20 2008


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

APPROVED 5/22/08


Dan Devine, Mayor

MUTUAL COOPERATION AGREEMENT
UNDER THE
NATIONAL AFFORDABLE HOUSING ACT
Federal Fiscal Year 2003 - 2005

This Agreement is entered into between Milwaukee County, a political subdivision of the State of Wisconsin, the City of Wauwatosa, and the City of West Allis, municipal corporations of the State of Wisconsin within Milwaukee County (hereinafter, parties).

WHEREAS, the National Affordable Housing Act of 1990, as amended, 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 Investment Partnerships Program (hereinafter, HOME Program); and

WHEREAS, the parties have mutually developed a Consolidated Housing and Community Development Plan; and

WHEREAS, the parties have determined that obtaining funds under the HOME Program will increase their ability to provide affordable housing;

NOW, THEREFORE, the parties do agree and covenant as follows:

SECTION 1 - DEFINITIONS

a. "Member" means a unit of local government which signs this agreement, and therefore is a member of the 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 91, the requirements of 24 CFR 92.350 (a)(5), and for the requirements of the Consolidated Housing and Community Development Plan.

SECTION 2 - FUNDING

a. Each member shall receive an amount of HOME Program funds based on its percentage, as established by HUD formula, of the total allocation to the Consortium. Members may combine their allocations to carry out joint HOME Program activities.

b. Each member shall be responsible for providing required match funds or credit based upon the amount of its allocation and its use of funds. If match cannot be provided by a member, that member's allocation will revert to the remaining members, if they can fulfill the match requirements for the reverted allocation.

SECTION 3 - ACTIVITIES

a. Each member shall cooperate in undertaking, or assist in undertaking, eligible HOME Program activities in compliance with the regulations at 24 CFR part 92.

b. Each member shall take affirmative action to further fair housing in their jurisdictions. Such actions may include planning, education and outreach, and enforcement components.

SECTION 4 - ADMINISTRATION

a. Milwaukee County shall be the representative member and shall carry out necessary overall responsibilities for the Consortium, with the cooperation of all members, consistent with the HOME Program regulations.

b. Each member shall submit in a timely manner to the representative member all information necessary for participation in the 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.

c. Each member of the Consortium shall start its Community Development Block Grant and HOME program years on January 1.

SECTION 5 - THIS AGREEMENT

a. Amendments to this agreement shall be signed and approved by all members of this agreement.

b. This agreement, entered into this 19 day of JUNE, 2002, is in force for the time necessary to complete HOME Program activities funded from federal fiscal years 2003, 2004, and 2005. It shall terminate when all HOME Program funds are expended, or are permanently withdrawn by HUD. The members shall remain in the Consortium and not end their participation in it until the time of termination.

c. This agreement shall be automatically renewed and continue for successive three year qualification periods for participation in the HOME Program. By the date specified in a HUD consortia designation notice, the Representative Member shall notify the other Members of their right to not participate in a successive three year period.

d. An automatically renewed agreement shall adopt any changes required for consortia qualification as may be set forth in a Consortia Qualification Notice.

This agreement is executed in three counterparts, each of which is an original and all constituting together one and the same instrument.

CITY OF WAUWATOSA

MILWAUKEE COUNTY

By: *Thomas N. Estrine* 6-11-02 By: *[Signature]* June 19, 2002
Date Date
Mayor County Executive

CITY OF WEST ALLIS

By: *Jeannette Bell* 5-24-02
Date
Mayor

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

[Signature]
Attorney for the City of Wauwatosa

Timothy R. Schoewe
Milwaukee County Corporation Counsel

[Signature]
Attorney for the City of West Allis



DEPARTMENT OF HEALTH & HUMAN SERVICES

Milwaukee County

COREY HOZE • Director
JAMES M. HILL • Administrator, Housing Division

May 8, 2008

Mayor Dan Devine
City of West Allis
7525 West Greenfield Avenue
West Allis 53214

Dear Mayor Devine:

As you know, the City of Wauwatosa participates in the federal HOME Investments Partnerships Program as part of a consortium that includes the City of Wauwatosa and Milwaukee County.

Since the beginning of the Program in 1992, the HOME Program has made available more than \$4.0 million to your community for the production of affordable housing.

The current HOME Consortium Agreement expires at the end of this year.

As the enclosed copy indicates in clause 5.c, the Agreement automatically renews and continues for successive three year qualification periods, unless a participating community opts out of the Agreement and declines further participation in the Consortium.

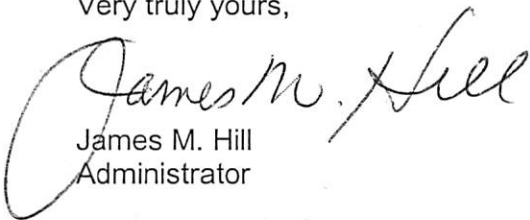
This letter notifies you of your opportunity to opt out of participation for the 2009-2011 qualification period.

If you choose to continue participation, you need do nothing.

If you choose to end your participation, you must notify the County in writing of your intent to do so no later than June 15, 2008. This deadline has been set by HUD.

If you have any questions on this, please call Gary Bottoni at 278-4880.

Very truly yours,


James M. Hill
Administrator

cc: John Stibal, City of West Allis

Enclosure

CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT

MAY 13 2008

RECEIVED