

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.

<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
SPECIAL COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
THURSDAY, AUGUST 6, 2026 AT 6:00 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Authorization to Execute a Cooperation Agreement with Milwaukee County for Program Years 2027 through 2029 for the Community Development Block Grant and HUD HOME Programs.
- D. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours

[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500]

REMINDERS:

August 11	Fall Partisan Primary	7:00 a.m.-8:00 p.m.
August 17	Committee of the Whole	6:30 p.m.
August 18	Common Council	6:30 p.m.
August 20	Plan Commission	6:00 p.m.
September 1	Common Council	6:30 p.m.
September 3	Plan Commission	6:00 p.m.
September 7	City Hall Closed-Labor Day	

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/6/2026
REPORTS & RECOMMENDATIONS	Authorization to Execute a Cooperation Agreement with Milwaukee County for Program Years 2027 through 2029 for the Community Development Block Grant and HUD HOME Programs	ITEM NUMBER District: Citywide

BACKGROUND

Every three years, the City has participated in an intergovernmental cooperation agreement that enables access to funding from the Community Development Block Grant and the National Affordable Housing Act, which includes the HOME Investment Partnership program. Milwaukee County serves as the agent for the programs, and with the population base from various communities in Milwaukee County, an allocation of Federal funding becomes available. The County uses some for programming, and some for administration, and an allocation is made to the participating communities. The Federal Department of Housing and Urban Development (HUD) requires formal participation agreements.

Without the Milwaukee County Urban County Cooperation Agreement, municipalities would have to compete for State CDBG and HOME funds. This would mean a loss of approximately \$2,000,000 per year in CDBG and HOME funds. All program income from previous loan programs would also be returned to the Federal Government. If a community does not participate in the Milwaukee County Urban County Cooperation Agreement, Milwaukee County would not be able to serve the residents of that community with the funds, including social services and home repair assistance.

At a high level, this contract is historically very much a cooperation agreement. Without mutual action, neither the County nor the communities would likely gain access to any of the funding. The contract is, therefore, written with very much this cooperative spirit. It assumes issues will be worked out. There is not a lot of language spent on precise actions that will be taken if problems occur. The contract has existed with this same open language without significant issues at least for the last decade. The attached contract is for the years 2027-2029.

The contract is a three-year commitment with no opportunity to withdraw or terminate the agreement. Nonetheless, the City is not required to submit applications for any given year; as such, it will be effectively much like a withdrawal. The fixed, three-year term is required so that any participating community's population will continue to remain counted toward the whole to ensure the region remains above the qualification threshold.

The County must have all municipalities execute a document, and they need to have everything submitted to HUD for renewal by Monday, August 10, 2026. The County Board approved the final form of the Cooperation Agreement on June 15th. The attached proposed 2027-2029 Cooperation Agreement is the same as the current agreement except for minor changes/updates.

Staff recommends that if Franklin wishes to continue to have access to certain CDBG funds, the agreement should be approved. Also attached is a copy of the current Cooperation Agreement.

COUNCIL ACTION REQUESTED

Motion to authorize City staff to execute a Cooperation Agreement with Milwaukee County for an additional 3-year participation, program years 2027 through 2029, in the Community Development Block Grant and HUD HOME funds, subject to approval as to form by the City Attorney, which changes from the attached document may include technical corrections, clarification, or other such changes that do not entail a substantial substantive difference.

DOA – KH

COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2026, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the _____ City of Franklin _____, (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:

1. Purpose. 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 to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds ("CDBG") as an Urban County from Federal Fiscal Years 2027, 2028, and 2029 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME and ESG funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.

2. Consideration: This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Program, the HOME Program and the ESG Program. The participating Municipality understands and agrees that it may receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the Urban County or Municipality from applying or HOME or ESG funds from the State, if the State allows.

A Municipality may expend each year's allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

Proposed Project(s): A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality's allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Housing and Community Development Act.

Home Repair Program: Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policy-making and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year's CDBG funding for the Home Repair Program. An effort would be made to provide assistance under this program to income qualified homeowners/tenants within the Municipality's jurisdiction.

3. Restrictions. Neither the 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 or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

4. Term. This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028, and 2029, and until funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the County nor the Municipality may terminate, withdraw, or be removed from the program during the three-year program period.

This Agreement will renew automatically for participation for one three-year Urban County qualification period, unless the Municipality or the County provide written notice to the other party that it elects not to participate in the new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD.gov Urban Counties Website. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified on the HUD.gov Urban Counties website.

The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, where applicable. Failure by either Party to adopt such amendment, and to submit such amendment to HUD, will void the automatic renewal of such qualification period.

5. Obligations.

- a. Milwaukee County and the City of Franklin shall take all actions necessary to assure compliance with the County's certification under Section (104)b of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing.

Milwaukee County and the Municipality shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing of regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing of regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations.

Milwaukee County and the Municipality agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.

Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement as described in 24 CFR 570.503. Municipality shall provide County with all records necessary for County to meet its sub-recipient monitoring responsibilities for ensuring that Federal funds are used in accordance with all program requirements.

The municipality shall complete and sign the assurances and certifications as noted in HUD 424-B.

- b. Urban County funding is prohibited for activities in, or support of, any cooperating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.

- i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
- ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
- iii. 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.
- iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
- v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
- vi. 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.
- vii. 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.
- viii. Any other activity listed in the recommendations section of the Regional Analysis of Impediments to Fair Housing (October 2, 2020 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.

- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.
- d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
- e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
- f. The Municipality attests that it has adopted and is enforcing:
 - i. 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
 - ii. 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.
- g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
 - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
 - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:

- i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
 - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
 - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.
- k. 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.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on June 15, 2026, Resolution File No. 26-475 (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on _____, 2026, by law (copy attached).

SIGNATURE PAGE FOLLOWS:

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK].



The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

BY: Shakita LaGrant DATE: 7/23/2026
NAME: Shakita LaGrant
TITLE: DHHS Director
DEPARTMENT: DHHS

FOR CONTRACTOR:

BY: _____ DATE: _____
NAME: _____
TITLE: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: Nenad Markovic DATE: 7/23/2026
Risk Manager
Office of Risk Management
Department of Administrative Services

APPROVED WITH REGARDS TO [MCCO CHAPTER 42](#):

BY: Lamont Robinson DATE: 7/24/2026
Director
Office of Economic Inclusion
Department of Administrative Services

APPROVED AS TO FUNDS AVAILABLE
PER [WISCONSIN STATUTES §59.255\(2\)\(e\)](#):

BY: [Signature] DATE: 7/23/2026
Milwaukee County Comptroller
Office of the Comptroller

APPROVED WITH REGARDS TO FORM AND INDEPENDENT
CONTRACTOR STATUS:

BY: [Signature] DATE: 7/23/2026
Corporation Counsel Representative
Office of Corporation Counsel

APPROVED BY THE COUNTY EXECUTIVE
PER [WISCONSIN STATUTES §59.17\(2\)\(b\)\(3\) and \(4\)](#):

BY: Mary Jo Meyers DATE: 7/24/2026
County Executive Representative
Office of the County Executive

REVIEWED AND APPROVED BY CORPORATION COUNSEL
PER [WISCONSIN STATUTES §59.42\(2\)\(b\)\(5\)](#):

BY: [Signature] DATE: 7/24/2026
Corporation Counsel Representative
Office of Corporation Counsel

File. No. 26-475

Report from the Executive Director, Department of Health and Human Services, requesting authorization to sign Cooperation Agreements for years 2027, 2028 and 2029 designating Milwaukee County as an Urban County to receive Community Development Block Grant (CDBG) funds, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the United States (U.S) Congress enacted the Housing and Community Development Act of 1974 (Public Law 93-383) as amended (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 U.S. Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (Public Law 100-625) as amended (NAHA), providing Federal assistance for, among other things, the HOME Investment Partnership Program (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 (the 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 the 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 (HUD) for funds authorized under the Act and NAHA; and

WHEREAS, the Act recognized that municipalities 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 municipalities have determined that joint action is an effective way to accomplish the purposes of the Act and NAHA; and

WHEREAS, counties in Wisconsin (the State), pursuant to Section 59.01, Wisconsin State Statutes (State Statutes), and municipalities in the State, pursuant to Section 66.0301, State Statutes, have the necessary authority to enter into contracts of the type herein contemplated; and

WHEREAS, the purpose of this Cooperation Agreement is to establish the mutual desire to cooperate, to undertake, or to assist in undertaking community renewal and lower-income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (CDBG) as an Urban County from Federal Fiscal Years (FFY) 2027, 2028, and 2029 appropriations, and from any program income generated from the expenditure of such funds; and HUD HOME funds from appropriations in the same three FFYs, and from any program income generated from the expenditure of such funds; and

WHEREAS, the Committee on Community, Environment, and Economic Development, at its meeting of June 15, 2026, recommended adoption of File No. 26-475 (vote 5-0); now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes the Director, Department of Health and Human Services, or, her designee, to enter into a Cooperation Agreement with each of the 16 municipalities to establish the mutual desire to cooperate, to undertake, or assist in undertaking community renewal and lower-income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for both the United States Housing and Urban Development (HUD) Community Development Block Grant Funds, as an Urban County from Federal Fiscal Years (FFY) 2027, 2028, and 2029 appropriations, and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three FFYs, and from any program income generated from the expenditure of such funds.

ars
06/15/26
S:\Committees\2026\June\CEED\Resolutions\26-475 hud cooperation agreement authorization ars.docx

CONTRACT FINANCIAL FORM										INFOR CONTRACT # (IF APPLICABLE)	
VENDOR NAME		VENDOR NUMBER		not needed						n/a	
SUPPLIER NAME (only if Price Agreement)		SUPPLIER NUMBER								ADVANCE PAYMENT (YES/NO) No	
Various Municipalities (Bayside, Brown Deer, Cudahy, Fox Point, Glendale, Greendale, Greenfield, Hales Corners, Oak Creek, Shorewood, South Milwaukee, St Francis, West Milwaukee, and Whitefish Bay)				LENGTH OF CONTRACT (IN MONTHS) + LIST OPTIONS (IN MONTHS)		not needed				IF YES - WHY?	
EFFECTIVE DATES: Effective Date Expiration Date		12/31/2029		Upon execution (estimate 8/1/2026)		Approximately 41 months plus time to expend program income and funds.				AMENDMENT ONLY: DOLLAR CHANGE	
ACCOUNTING INFORMATION										TOTAL CONTRACT AMOUNT	
Year to be Encumbered or earned	Line No.	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description	Amount to be Encumbered or Earned
											\$0.00
Did you obtain Board approval or passive review to enter into this contract or amendment or extension? Select one:											
Yes		If yes, attach and list Legislar File:		26-475		Date Approved or Reviewed:		6/15/2026			
		If yes, attach and list Mental Health Board Agenda Item:				Date Approved or Reviewed:					
		If no, why is Board approval not required?									
Summary of Services (optional, but recommended to provide summary and scope of agreement to quicken approval)											
This is for the 2027-2028-2029 Community Development Block Grant and HOME Program Cooperation Agreement for Urban County Renewal. Municipalities include: Bayside, Brown Deer, Cudahy, Fox Point, Franklin, Glendale, Greendale, Greenfield, Hales Corners, Oak Creek, Shorewood, South Milwaukee, St Francis, West Milwaukee, and Whitefish Bay. Cooperation Agreements to cooperate in community renewal and lower income housing assistance by submitting to the Housing and Urban Development Administration a Consolidated Plan and Annual Action Plan for HUD Community Development Block Grant Funds as an Urban County from Federal Fiscal Years 2027, 2028, and 2029 appropriation and from any program income generated from the expenditure of such funds - A Municipality can propose a project or have all or some of its allotment for a year applied to the Home Repair Program. The Municipality shall select at least three action items from a list to further fair housing during this Agreement. This is simply an Agreement to cooperate. No transaction is required at this time. Any transaction of funds will occur under a separate agreement at a later date.											

Certificate Of Completion

Envelope Id: 8F316ADD-36D8-8591-817F-CD8D3F1C36FA

Status: Sent

Subject: Please DocuSign: URGENT-2027-2029-Franklin-Cooperation Agreement-Urban County Renewal-DHHS Housing

Source Envelope:

Document Pages: 10

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 0

Diane Tsounis

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

diane.tsounis@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Diane Tsounis

Location: DocuSign

7/22/2026 9:17:38 AM

diane.tsounis@milwaukeecountywi.gov

Signer Events

Diane Tsounis

diane.tsounis@milwaukeecountywi.gov

Housing Program Manager

City of Franklin

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signature

Completed

Using IP Address: 204.194.251.5

Timestamp

Sent: 7/22/2026 12:35:01 PM

Viewed: 7/22/2026 12:42:06 PM

Signed: 7/22/2026 12:42:18 PM

Shakita LaGrant

shakita.lagrانت@milwaukeecountywi.gov

DHHS Director

Milwaukee County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Shakita LaGrant

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

Sent: 7/22/2026 9:18:16 AM

Viewed: 7/23/2026 11:21:25 AM

Signed: 7/23/2026 11:21:33 AM

James Davies

James.Davies@milwaukeecountywi.gov

Assistant Corporation Counsel

Milwaukee County

Signing Group: Corporation Counsel

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

James Davies

Signature Adoption: Drawn on Device
Using IP Address: 204.194.251.5

Sent: 7/23/2026 11:21:35 AM

Viewed: 7/23/2026 3:29:00 PM

Signed: 7/23/2026 3:29:05 PM

Lamont Robinson

lamont.robinson@milwaukeecountywi.gov

Director, OEI

Milwaukee County

Signing Group: Office of Economic Inclusion

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Lamont Robinson

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

Sent: 7/23/2026 11:21:36 AM

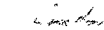
Viewed: 7/24/2026 9:40:03 AM

Signed: 7/24/2026 9:40:08 AM

Signer Events

Comptroller AX Review
axreview@milwaukeecountywi.gov
Deputy Comptroller
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption. Uploaded Signature Image
Using IP Address: 204.194.251.3

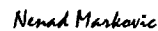
Timestamp

Sent: 7/23/2026 2:30:23 PM
Viewed: 7/23/2026 2:30:40 PM
Signed: 7/23/2026 8:16:17 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nenad Markovic
Nenad.Markovic@milwaukeecountywi.gov
Claims Program Manager
Signing Group: Risk Management
Security Level: Email, Account Authentication
(None)



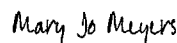
Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5

Sent: 7/23/2026 11:21:38 AM
Viewed: 7/23/2026 1:20:31 PM
Signed: 7/23/2026 1:20:40 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Jo Meyers
maryjo.meyers@milwaukeecountywi.gov
Chief of Staff
Milwaukee County
Delegate Of. County Executive David Crowley
David.Crowley@milwaukeecountywi.gov
Security Level: Email, Account Authentication
(None)



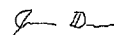
Signature Adoption: Pre-selected Style
Using IP Address:
2607:fb91:440d:222a:390d:63e5:504:edea

Sent: 7/24/2026 9:40:11 AM
Viewed: 7/24/2026 9:43:58 AM
Signed: 7/24/2026 9:44:08 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

James Davies
James.Davies@milwaukeecountywi.gov
Assistant Corporation Counsel
Milwaukee County
Signing Group: Corporation Counsel
Security Level: Email, Account Authentication
(None)



Signature Adoption: Drawn on Device
Using IP Address: 204.194.251.3

Sent: 7/24/2026 9:44:11 AM
Viewed: 7/24/2026 5:21:32 PM
Signed: 7/24/2026 5:21:42 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mayor John Nelson
jnelson@franklinwi.gov
City of Franklin
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 7/24/2026 5:21:46 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Comptroller
comptrollersignature@milwaukeecountywi.gov

COPIED

Sent: 7/23/2026 2:30:24 PM

Comptroller
Milwaukee County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kelly Hersh

khersh@franklinwi.gov

Director of Administration

City of Franklin, Wisconsin

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/7/2025 5:39:05 PM
ID: 626c4c16-7181-4bd7-8951-ff6f42f47c45

COPIED

Sent: 8/5/2026 11:14:34 AM

Viewed: 8/5/2026 11:16:27 AM

Kelly Hirsch

khersh@franklinwi.gov

Director of Administration

City of Franklin, Wisconsin

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/7/2025 5:39:05 PM
ID: 626c4c16-7181-4bd7-8951-ff6f42f47c45

COPIED

Sent: 7/24/2026 5:21:46 PM

Viewed: 7/25/2026 4:27:39 AM

Lisa Huening

Lhuening@franklinwi.gov

Administrative Project Asst

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 8/5/2026 11:14:35 AM

Viewed: 8/5/2026 11:21:53 AM

Isaac Rowlett

Isaac.Rowlett@milwaukeecountywi.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Procurement

procurementapprovalrequest@milwaukeecountywi.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Comptroller

comptroller@milwaukeecountywi.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent
Envelope Updated
Envelope Updated
Envelope Updated
Envelope Updated
Envelope Updated

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked

Timestamps

7/22/2026 9 18 16 AM
7/22/2026 12:35:00 PM
7/22/2026 12:35.00 PM
7/22/2026 12:35:00 PM
8/5/2026 11:14:33 AM
8/5/2026 11:14:33 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: procurement@milwaukeecountywi.gov

To advise Wisconsin Milwaukee County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at procurement@milwaukeecountywi.gov and in the body of such request you must

state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to procurement@milwaukeecountywi.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to procurement@milwaukeecountywi.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Milwaukee County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Milwaukee County during the course of your relationship with Wisconsin Milwaukee County.

Fully executed
in amendment
to coop
agreement

2024-2026 COOPERATION AGREEMENT - AMENDMENT 1

This Amendment is made to the original Cooperation Agreement, previously executed by and between Milwaukee County Department of Health and Human Services – Housing Services, (hereinafter referred to as the “County”) and the City of Franklin, (hereinafter referred to as the “Municipality”).

It is mutually understood and agreed by and between the undersigned parties to amend the Obligations section (5a) of the Provisions in the previously executed Cooperation Agreement as follows:

5a. Milwaukee County and the City of Franklin agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, that this grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementation of regulations at 24 CFR part 1, and the Fair Housing Act, along with regulations at 24 CFR part 100 and will affirmatively further fair housing. See 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.

Milwaukee County and the Municipality will also comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementation of regulations at 24 CFR part 6 that incorporates Section 504 of the Rehabilitation Act of 1973, and implementation of regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the regulations at 28 CFR part 35 of the Age Discrimination Act of 1975, and the implementation of the regulations at 24 CFR part 146 and Section 3 of the Housing and Urban Development Act of 1968.

In addition to the above, Milwaukee County and the Municipality will follow provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide “cause” for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

The municipality shall complete and sign the assurances and certifications as noted in HUD 424-B.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

In Witness Whereof, the Municipality and the County have executed this Amendment for and on their respective behalf on the dates stated.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK].

The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

BY: Shakita LaGrant DATE: 10/9/2023

NAME: Shakita LaGrant

TITLE: DHHS Director

DEPARTMENT: DHHS

FOR City of Franklin

BY: John R. Nelson DATE: 12/1/2023

NAME: John R. Nelson

TITLE: Mayor

TAXPAYER ID No.: 396005897

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

BY: Adam J. Nelson DATE: 10/10/2023

Risk Manager
Office of Risk Management

**APPROVED WITH REGARDS TO COUNTY
ORDINANCE CHAPTER 42:**

BY: Lamont Robinson DATE: 10/15/2023

Director
Community Business Development Partners

**APPROVED AS TO FUNDS AVAILABLE
PER WISCONSIN STATUTES §59.255(2)(e):**

BY: [Signature] DATE: 10/18/2023

Milwaukee County Comptroller
Office of the Comptroller

**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS:**

BY: [Signature] DATE: 10/19/2023

Corporation Counsel
Office of Corporation Counsel

**REVIEWED AND APPROVED BY THE COUNTY
EXECUTIVE:**

BY: [Signature] DATE: 10/20/2023

David Crowley, County Executive
Office of the County Executive

**APPROVED AS COMPLIANT UNDER
§59.42(2)(b)5, STATS.:**

BY: [Signature] DATE: 10/23/2023

Corporation Counsel
Office of Corporation Counsel

COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this 24 day of July, 2023, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the City of Franklin, (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:

1. Purpose. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds ("CDBG") as an Urban County from Federal Fiscal Years 2024, 2025, and 2026 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.

2. Consideration: The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation calculated by a formula using Families in Poverty census data. Both the CDBG and HOME programs use this census factor, and others, to determine yearly allocations for cities, counties and states. The HOME program provides an online tool, the Consortium Builder (see <https://www.hudexchange.info/resource/2450/home-consortia-builder-a-tool-to-estimate-funding/> for more information), that provides guidance on how to combine demographics of member governments for allocation amounts. The County uses the Consortium Builder Tool to determine Urban County member's allocations. Since the members of the CDBG Urban County are also members of the HOME Participating Jurisdiction, these factors are consistent across both programs.

A Municipality may expend each year's allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

Proposed Project(s): A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality's allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Housing and Community Development Act.

Home Repair Program: Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policy-making and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year's CDBG funding for the Home Repair Program. An effort would be made to provide assistance under this program to income qualified homeowners/tenants within the Municipality's jurisdiction.

3. Restrictions. Neither the 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 or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2024, 2025, and 2026 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 the County for such period, as defined by HUD regulations and included within HUD Notice CPD 23-02. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.

5. Obligations.

- a. Milwaukee County and the City of Franklin agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, that this grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementation of regulations at 24 CFR part 1, and the Fair Housing Act, along with regulations at 24 CFR part 100 and will affirmatively further fair housing. See 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.

Milwaukee County will also comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementation of regulations at 24 CFR part 6 that incorporates Section 504 of the Rehabilitation Act of 1973, and implementation of regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the regulations at 28 CFR part 35 of the Age Discrimination Act of 1975, and the implementation of the regulations at 24 CFR part 146 and Section 3 of the Housing and Urban Development Act of 1968.

In addition to the above, Milwaukee County will follow provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

The municipality shall complete and sign the assurances and certifications as noted in HUD 424-B.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.
 - i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
 - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
 - iii. 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.
 - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
 - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
 - vi. 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.
 - vii. 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.
 - viii. Any other activity listed in the recommendations section of the Regional Analysis of Impediments to Fair Housing (October 2, 2020 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.

- d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
- e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
- f. The Municipality attests that it has adopted and is enforcing:
 - i. 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
 - ii. 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.
- g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
 - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
 - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:
 - i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;

- ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
 - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.
- k. 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.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on June 22, 2023, Resolution File No. 23-611 (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on June 6, 2023, by law (copy attached).

SIGNATURE PAGE FOLLOWS:

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK].

The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

FOR City of Franklin

BY: Shakita LaGrant DATE: 7/7/2023

BY: John R. Nelson DATE: 7/24/2023

NAME: Shakita LaGrant

NAME: John R. Nelson

TITLE: DHHS Director

TITLE: Mayor

DEPARTMENT: DHHS

TAXPAYER ID No.: 396005897

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

**APPROVED WITH REGARDS TO COUNTY
ORDINANCE CHAPTER 42:**

BY: Anthony Gaston DATE: 7/12/2023

Risk Manager
Office of Risk Management

BY: Lamont Robinson DATE: 7/10/2023

Director
Community Business Development Partners

**APPROVED AS TO FUNDS AVAILABLE
PER WISCONSIN STATUTES §59.255(2)(e):**

**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS:**

BY: [Signature] DATE: 7/13/2023

Milwaukee County Comptroller
Office of the Comptroller

BY: [Signature] DATE: 7/17/2023

Corporation Counsel
Office of Corporation Counsel

**REVIEWED AND APPROVED BY THE COUNTY
EXECUTIVE:**

**APPROVED AS COMPLIANT UNDER
§59.42(2)(b)5, STATS.:**

BY: [Signature] DATE: 7/17/2023

David Crowley, County Executive
Office of the County Executive

BY: [Signature] DATE: 7/21/2023

Corporation Counsel
Office of Corporation Counsel

CONTRACT FORM 1684 R6		See procedures in Notes below (hover over red triangles) and Forms Library/Contracts	
Check one ☒ Preliminary Form <i>Print this completed form as a pdf Upload the pdf to DocuSign when circulating any contract or amendment for signatures</i> ☐ Corrected Form <i>Date of correction</i> <i>Upload corrections to DocuSign</i>			
CONTRACT TYPE (select from one dropdown box below) (Service Contract Types) (Procurement Contract Types) (payments tracked in another system) NO EXCHANGE OF FUNDS AT THIS TIME (only revenue transaction)		Next step (depending on the Type you selected) <i>Enter as a Service Contract in Infor Circulate the Contract in DocuSign with this 1684 form</i> <i>Enter as a Requisition in Infor Circulate the Contract in DocuSign with this 1684 form</i> <i>Tracking system may interface with Infor Circulate the Contract in DocuSign with this form</i> <i>No commitment is needed in Infor Circulate the Contract in DocuSign with this 1684 form</i> <i>No commitment is needed in Infor Circulate the Contract in DocuSign with this 1684 form</i>	
CONTRACT SUBTYPE (select from dropdown box below)		INFOR CONTRACT NO if applicable	
BLOCK GRANT FROM COUNTY TO GOV ENTITY OR NONPROFIT		Not Needed	
CONTRACT CLASSIFICATION & AGENCY NAME (select from dropdown box below)		ADVANTAGE CONTRACT NO if applicable	
800 DEPT HEALTH AND HUMAN SVCS			
CONTRACT SUBCLASSIFICATION (LOW ORG) (select from dropdown box below)		DEPARTMENT'S INTERNAL CONTRACT NO if applicable	
8524 HOME/HOME REPAIR & 8528 BLOCK GRANT			
SUPPLIER or other party to the contract		SUPPLIER'S or other party's ADDRESS	
Various Municipalities (Bayside, Brown Deer, Cudahy, Fox Point, Franklin, Glendale, Greendale, Greenfield, Hales Corners, Oak Creek, Shorewood, South Milwaukee, St Francis, West Milwaukee, and Whitefish Bay)			
SUPPLIER TAX ID	SUPPLIER #	COMMODITY CODE (or list by Line below)	NEW or AMEND
	Not needed	- - - - -	X
EFFECTIVE DATES		LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY DOLLAR CHANGE
effective date	expiration date		
Upon execution (estimate 8/1/2023)	12/31/2026	Approx. 41 months plus time to expend program income and funds	
			no financial transaction
ACCOUNTING INFORMATION			
Year to be Encumbered or Earned	Line No	Commodity Code	Agency
			Org
			Account
			Activity
			Function
			Reporting Category
			Project / Job / Grant
			Fund
			Item Description 1
			Item Description 2
			Amount to be Encumbered or Earned
			\$0
NAME OF CONTRACT			
2024-2026 CDBG/HOME Cooperation Agreement for Urban County Renewal - DHHS Housing VARIOUS MUNICIPALITIES			
DESCRIPTION (PURPOSE OF CONTRACT)			
Cooperation Agreements to cooperate in community renewal and lower income housing assistance by submitting to the Housing and Urban Development Administration a Consolidated Plan and Annual Action Plan for HUD Community Development Block Grant Funds as an Urban County from Federal Fiscal Years 2024, 2025, and 2026 appropriation and from any program income generated from the expenditure of such funds - A Municipality can propose a project or have all or some of its allotment for a year applied to the Home Repair Program. The Municipality shall select at least three action items from a list to further fair housing during this Agreement. This is simply an Agreement to cooperate. No transaction is required at this time. Any transaction of funds will occur under a separate agreement at a later date.			
Was Board approval or passive review received prior to contract execution or contract amendment or extension? Check one			
☐ If YES, attach and list Registrar File ☒ No or Mental Health Board Agenda Item		Date Approved or Reviewed <u>23-611</u> <u>anticipated 6/22/2023</u>	
☐ If NO, why is Board approval not required?		Please select from this dropdown list (or type another exemption)	
Does this contract require payment before services are rendered? ☐ YES ☒ NO			
The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.			
Will this contract be fully signed before work is performed? ☒ YES ☐ NO			
Is Supplier certified as DBE? ☐ YES MBE? ☐ YES WBE? ☐ YES SBE? ☐ YES			
Diane Tsounis		07/03/23	
Prepared By		Date	
James Mathey		7/5/2023	
Sig		Title	
are card authority Date		Title	
Print this page as a pdf Upload that pdf to DocuSign Use DocuSign to obtain the Signature of the person with signature card authority			

Report from the Director, Department of Health and Human Services, requesting authorization to sign Cooperation Agreements for years 2024, 2025 and 2026 designating Milwaukee County as an Urban County in order to receive Community Development Block Grant (CDBG) funds, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the United States (U.S.) Congress enacted the Housing and Community Development Act of 1974 (Public Law 93-383) as amended (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 U.S. Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (Public Law 100-625) as amended (NAHA), providing Federal assistance for, among other things, the HOME Investment Partnership Program (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 (the 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 the 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 (HUD) for funds authorized under the Act and NAHA; and

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

WHEREAS, counties in the State of Wisconsin (the State), pursuant to Section 59.01, State Statutes, and municipalities in the State, pursuant to Section 66.0301, State Statutes, have the necessary authority to enter into contracts of the type herein contemplated; and

WHEREAS, the purpose of this Cooperation Agreement is to establish the mutual desire to cooperate, to undertake, or to assist in undertaking, community renewal and lower-income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds as an urban county from Federal Fiscal Years (FFY) 2024, 2025, and 2026 appropriations, and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three FFYs, and from any program income generated from the expenditure of such funds; and

WHEREAS, the Committee on Community, Environment, and Economic Development, at its meeting of June 12, 2023, recommended adoption of File No. 23-611 (vote 5-0); now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes the Director, Department of Health and Human Services, or her designee, to enter into a Cooperation Agreement with each of the 16 municipalities to establish the mutual desire to cooperate, to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for both the United States Housing and Urban Development (HUD) Community Development Block Grant Funds, as an urban county from Federal Fiscal Years (FFY) 2024, 2025, and 2026 appropriations, and from any program income generated from the expenditure of such funds, and HUD HOME Investment Partnership Program funds from appropriations in the same three FFYs, and from any program income generated from the expenditure of such funds.

ars
06/12/23
23-611 DHHS - 2024-26 Urban County Cooperation Agreements-CDBG

Common Council Meeting
June 6, 2023
Page 3

- RES 2023-8004
RECORD WARRANTY
DEED – RIGHT-OF-WAY
FOR PUBLIC ROAD –
LOT 1 CERTIFIED
SURVEY MAP NO. 9338
- G.11. Alderman Holpfer moved to adopt Resolution 2023-8004, A RESOLUTION TO RECORD A WARRANTY DEED FOR DEDICATION AND ACCEPTANCE OF RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES (LOT 1 OF THE RECORDED CERTIFIED SURVEY MAP NO. 9338). Seconded by Alderwoman Day. All voted Aye; motion carried.
- AUTHORIZE
MAINTENANCE REPAIR
SPECIFICATION
PROPOSALS –
FACILITIES AND
INFRASTRUCTURE
WITH IRS
- G.12. Alderman Holpfer moved to authorize the Maintenance Repair Specification proposals with regard to City of Franklin facilities and associated infrastructure with IRS, and to authorize the Mayor, the City Clerk, and the Director of Finance/Treasurer to execute the appropriate related agreement as needed. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- AUTHORIZE
COOPERATION
AGREEMENT WITH
MILWAUKEE COUNTY
(2024-2026), IN THE
COMM DEVL P BLOCK
GRANT AND HUD
HOME FUNDS – SUBJ
TO APPROVAL BY CITY
ATTORNEY
- G.13. Alderwoman Day moved to authorize the Mayor and City Clerk to execute a Cooperation Agreement with Milwaukee County for an additional 3-year participation, program years 2024 through 2026, in the Community Development Block Grant and HUD HOME funds, subject to approval as to form by the City Attorney, changes may include technical corrections, clarification, or other such changes that do not entail a substantial substantive difference. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES 2023-8005
EXECUTE S 116TH
STREET TRAIL
PROJECT CHANGE
ORDER – PREPARE
PHASE 2
- G.14. Alderman Craig moved to adopt Resolution 2023-8005, A RESOLUTION TO EXECUTE S. 116" H STREET TRAIL PROJECT CHANGE ORDER NO. 4 TO GRAEF-USA, INC. TO PREPARE A PHASE 2 ENVIRONMENTAL SITE ASSESSMENT FOR \$35,000. Seconded by Alderman Barber. All voted Aye; motion carried.
- ALLOW HAUSCH
DESIGN AGENCY, LLC
TO DEVELOP
MESSAGING PROGRAM
- G.15. Alderman Barber moved to Allow Hausch Design Agency, LLC to Develop a Messaging Program for Franklin Sewer Utilities Private Property Infiltration & Inflow Reduction Project Without Errors and Omissions (Professional Liability) Insurance. Seconded by Alderman Craig. All voted Aye; motion carried.
- ORD 2023-2538
AMEND ORD 23-2531,
22-2531, ORDINANCE
ADOPTING THE 2023
ANNUAL BUDGET FOR
THE GENERAL
OPERATING FUND –
- G.16. Alderman Holpfer moved to adopt Ordinance 2023-2538, AN ORDINANCE TO AMEND ORDINANCE NO. 2023-2531, AN ORDINANCE TO AMEND ORDINANCE NO. 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$30,380 IN EXPENDITURES FROM THE ENGINEERING PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS TO THE

