

**Village of Shorewood Hills
RESOLUTION 2025-12**

**APPROVING PARTICIPATION IN THE
DANE COUNTY URBAN COUNTY CONSORTIUM (DCUCC)**

WHEREAS, the Village of Shorewood Hills supports efforts to provide accessible and affordable housing for its citizens; and

WHEREAS, the Village of Shorewood Hills supports efforts to provide public services and economic assistance to its citizens; and

WHEREAS, the Village of Shorewood Hills wishes to continue to participate in a Consortium that administers programs and provides funding for affordable housing and public services to low- to moderate-income persons; and

WHEREAS, the Village of Shorewood Hills has determined that joining the Dane County Urban County Consortium will be advantageous to Village of Shorewood Hills residents.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Shorewood Hills shall participate in the Dane County Urban County Consortium. Village of Shorewood Hills staff are hereby authorized to execute all necessary documents to participate in the DCUCC.

Resolution adopted this 19th day of August 2025 by the Village of Shorewood Hills Board of Trustees.



John Imes, Village President



Julie Fitzgerald, Village Clerk-Treasurer

1 **COOPERATION AGREEMENT**
2 **Urban County Program**
3

4 THIS AGREEMENT entered into this 19th day of August 2025, by and
5 between the County of Dane, Wisconsin (hereinafter referred to as "COUNTY" OR
6 "Urban County") and the Village of Shorewood Hills (hereinafter referred to as
7 "MUNICIPALITY");
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10 WITNESSETH:
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12 WHEREAS the United States Congress enacted the Housing and Community
13 Development Act of 1974 (P.L. 93-383) as amended (hereinafter referred to as "the
14 HCD Act"), providing federal assistance for the support of community development
15 activities which are directed toward the specific objectives identified in Section 101 of
16 the Act; and
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18 WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National
19 Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "the
20 NAH Act") providing Federal assistance for, among other things, the HOME Investment
21 Partnership program (hereinafter referred to as "HOME") which is intended to increase
22 the number of families served with decent, safe, sanitary, and affordable housing and
23 expand the long-term supply of affordable housing; and
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25 WHEREAS the HCD Act and the NAH Act make possible the allocation of funds to
26 COUNTY for the purpose of undertaking only community development and housing
27 program activities identified in Section 105 of the HCD Act and housing activities
28 identified in the NAH Act; and
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30 WHEREAS COUNTY is applying to be qualified by the United States Department of
31 Housing as an Urban County eligible to receive Community Development Block Grant
32 (hereinafter referred to as "CDBG") for federal fiscal years 2026, 2027 and 2028; and
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34 WHEREAS the HCD Act recognizes that MUNICIPALITY may enter into a cooperation
35 agreement with COUNTY in order to undertake housing and community development
36 activities as authorized in the HCD Act and in the NAH Act; and
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38 WHEREAS COUNTY and MUNICIPALITY have determined that joint action is an
39 effective way to accomplish the purposes of the HCD Act and the NAH Act; and
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41 WHEREAS counties in Wisconsin, pursuant to Section 59.01 of the Wisconsin
42 Statutes, and municipalities in Wisconsin, pursuant to Section 66.0301 of the
43 Wisconsin Statutes, have the necessary authority to enter into contracts of the type
44 herein contemplated;
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46 NOW THEREFORE, upon the consideration of the mutual promises contained herein,
47 it is agreed between COUNTY and MUNICIPALITY as follows:
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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, specifically urban renewal and publicly assisted housing, by means of implementing a Consolidated Plan and Annual Action Plan for both HUD CDBG funds as an Urban County for Federal fiscal years 2026, 2027, and 2028 appropriations and from any program income generated from the expenditure of such funds, and HUD HOME funds, if received, from appropriations in the same federal fiscal year and from any program income generated from the expenditure of such funds.

CONSIDERATION

MUNICIPALITY, by the execution of this Cooperation Agreement, agrees to have its population, its number of impoverished residents, its extent of housing over-crowding, its age of housing and other applicable statistics, all as defined in the HCD Act and the NAH Act, included in the formula allocations set forth in the HCD Act and in the NAH Act for the purpose of determining the allocation of funds to COUNTY as an Urban County, as defined in the HCD Act and the NAH Act, as amended. COUNTY agrees to include MUNICIPALITY as part of its Annual Action Plan, to be submitted to HUD under the terms and conditions of the HCD Act and the NAH Act.

RESTRICTIONS

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 any other cooperating units of government in achieving the activities set forth in the Consolidated Plan, the Annual Action Plan, and any other CDBG submissions or HOME submissions for the program years covered by this Agreement.

TERM

The term of this Agreement shall be three (3) years commencing October 1, 2025 and continuing through the 2028 federal fiscal year, and for such additional time as may be established under the automatic renewal terms of this section or as may be required for the expenditure of the CDBG and HOME funds granted to COUNTY for such period and the related program income, as defined by HUD regulations and all activities are completed. Neither the COUNTY nor the MUNICIPALITY executing this Agreement shall have the opportunity to opt out of the Urban County Program during the period that this Agreement is in effect.

This Agreement shall be automatically renewed for participation in future three-year qualification periods, unless COUNTY or MUNICIPALITY provides written notice to the other party that it elects not to participate in a new qualification period by the date specified in HUD’s urban county qualification notice for the next qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD’s Urban County Qualification Notice. By the date

99 specified in HUD's urban county qualification notice for the next qualification period,
100 COUNTY shall notify MUNICIPALITY of its right not to participate in the next
101 qualification period. A copy of the County's notification must be sent to the HUD field
102 office by the date specified in the Urban County Qualification Notice.
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104 Both COUNTY and MUNICIPALITY shall adopt any amendment to the Agreement
105 incorporating changes necessary to meet the requirements for cooperation
106 agreements set forth in HUD's urban county qualification notice for a future three-year
107 urban county qualification period. COUNTY shall submit such amended Agreement to
108 HUD as provided in the urban county qualification notice. Failure to comply shall void
109 the automatic renewal of such subsequent qualification period.
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111 PROVISIONS

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113 COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in
114 undertaking, essential community renewal and lower-income housing assistance
115 activities. COUNTY and MUNICIPALITY further agree to undertake all actions
116 necessary to assure compliance with Dane County's certification required by Section
117 104(b) of Title I of the Housing and Community Development Act of 1974, as amended.
118 The grant will be conducted and administered in conformity with Title VI of the Civil
119 Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair
120 Housing Act and the implementing regulations at 24 CFR part 100, and will affirmatively
121 further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing
122 Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR
123 5.151 and 5.152.
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125 COUNTY and MUNICIPALITY further agree to comply with section 109 of Title I of the
126 Housing and Community Development Act of 1974 and the implementing regulations
127 at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973,
128 and the implementing regulations at 24 CFR part 8, Title II of the Americans with
129 Disabilities Act of 1974, and the implementing regulation at 28 CFR part 35, the Age
130 Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, and
131 Section 3 of the Housing and Urban Development Act of 1968 and other applicable
132 laws.
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134 Urban County funding is prohibited for activities in, or in support of, any cooperating
135 unit of local government that does not affirmatively further fair housing within its own
136 jurisdiction or that impedes COUNTY's actions to comply with its fair housing
137 certification.
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139 COUNTY and MUNICIPALITY acknowledge that a unit of general local government
140 may not sell, trade, or otherwise transfer all or any portion of CDBG funds covered by
141 this agreement to another such metropolitan city, urban county, unit of general local
142 government, or Indian tribe, or insular area that directly or indirectly receives CDBG
143 funds in exchange for any other funds, credits or non-Federal considerations, but must
144 use such funds for activities eligible under title I of the Housing and Community
145 Development Act of 1974, as amended.
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147 MUNICIPALITY understands that by executing this Cooperation Agreement, it may not
148 apply for grants from appropriations under the State Small Cities or State CDBG
149 programs for fiscal years during the period in which it participates in COUNTY's CDBG
150 program, and

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152 MUNICIPALITY may receive a formula allocation under the HOME program only
153 through COUNTY, and even if COUNTY does not receive a HOME formula allocation,
154 MUNICIPALITY cannot form a HOME consortium with other local governments.

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156 This does not preclude COUNTY or MUNICIPALITY from applying for HOME funds
157 from the State, if the State allows.

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159 Non-compliance by MUNICIPALITY with any of the provisions above may constitute
160 non-compliance by COUNTY which may provide cause for funding sanctions or other
161 remedial actions by HUD.

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163 Nothing contained in this Agreement shall deprive MUNICIPALITY of any power of
164 zoning, development control or other lawful authority which it presently possesses.

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166 MUNICIPALITY must inform COUNTY of any income generated by the expenditure of
167 CDBG or HOME funds received by MUNICIPALITY. Any such program income must
168 be paid to COUNTY, or, if the completion of an approved activity should require the
169 use of program income, MUNICIPALITY may retain said income upon mutual
170 agreement of COUNTY and MUNICIPALITY. Any program income MUNICIPALITY is
171 authorized to retain may only be used for eligible activities in accordance with all CDBG
172 and HOME requirements as may then apply.

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174 MUNICIPALITY must establish and maintain appropriate record-keeping and reporting
175 of any retained program income and make such available to COUNTY in order that
176 COUNTY can meet its monitoring and reporting responsibilities to HUD.

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178 Pursuant to 24 CFR 570.501(b), MUNICIPALITY is subject to the same requirements
179 applicable to subrecipients, including the requirement of a written agreement set forth
180 in 24 CFR 570.503.

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182 If the Dane County Urban County Program is, at some future date, closed out, or if the
183 status of MUNICIPALITY's participation in the Dane County Urban County Program
184 changes, any program income retained by MUNICIPALITY, or received subsequent to
185 the close-out or change in status, shall be paid to COUNTY.

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187 MUNICIPALITY attests that it has adopted and is enforcing:

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189 1. A policy prohibiting the use of excessive force by law enforcement agencies
190 within its jurisdiction against any individuals engaged in non-violent civil rights
191 demonstrations, and

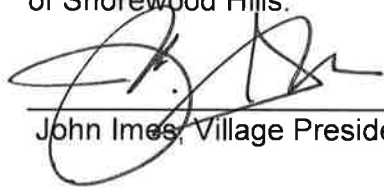
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193 2. A policy of enforcing applicable State and local laws against physically barring
194 entrance to or exit from a facility or location which is the subject of such nonviolent civil
195 rights demonstrations within its jurisdiction.

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If MUNICIPALITY utilizes, in whole or in part, funds covered by this Agreement to acquire or improve real property that is or will be within the control of MUNICIPALITY, then the following standards shall apply:

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

The above Cooperation Agreement has been authorized by the governing body of the Village of Shorewood Hills by resolution dated August 19, 2025, and is executed this 19th day of August 2025, by the Board of Trustees President and the Clerk of the Village of Shorewood Hills.



John Imes, Village President



Julie Fitzgerald, Village Clerk

The above Cooperation Agreement has been authorized by the Dane County Board of Supervisors, by resolution, dated _____ (copy attached), and is executed this _____ by the County Executive of Dane County.

Melissa Agard
County Executive

The terms and provisions of the above Cooperation Agreement are fully authorized under State and local law and the Cooperation Agreement provides full legal authority for the County of Dane to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and lower income housing activities. The above Cooperation Agreement includes the language required by 24 CFR 570 and CPD Notice 25-04.

Dated this _____ day of _____, 2025.

Susan Rauti
Assistant Corporation Counsel
State Bar # 1037944

