City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Tuesday, June 14, 2016
5:30 PM
South Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of May 10, 2016 meeting minutes

   a. Public Welfare Committee - Regular Meeting - May 10, 2016

3) Ordinances
   Action requested: review and recommend approval

   a. **ORDINANCE 2015-1452** Chapter 58 Text Short Term Rental

4) Resolutions
   Action requested: review and recommend approval

   a. **RESOLUTION 3379** A Resolution Relating to the City of Mequon's Participation In the Home Investment Partnership Program Administered by Waukesha County

5) Discussion Items

   a. FY2016 Items for Consideration - Public Welfare Committee

6) Information Items

   a. Ethics Code Verbal Update

7) Adjourn

Dated: June 14, 2016 */s/ Dale Mayr, Chairman*

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM

City of Mequon

DRAFT

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Mequon, WI 53092
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Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Tuesday, May 10, 2016
5:45 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Alderman Dale Mayr
Alderman Mark Gierl
Alderman John Wirth

The meeting was called to order by Chairman Mayr at 5:45 PM.

Also Present: City Administrator Jones, Assistant City Administrator Thyes, Community Development Director Tollefson, Deputy City Clerk Fochs, City Attorney Sajdak, Executive Assistant Prosser

2) Approval of April 12, 2016 meeting minutes

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Alderman Wirth
SECONDER:	Alderman Mayr
AYES:	Mayr, Gierl, Wirth

3) Elect Committee Chairperson

Chairman Mayr requested nominations for Chair of the Public Welfare Committee. Aldermen Mayr and Wirth were nominated.

Motion to elect Alderman Mayr as Committee Chair.

RESULT:	**APPROVED BY VOICE ACCLAMATION [UNANIMOUS]**
MOVER:	Alderman Wirth
SECONDER:	Alderman Gierl
AYES:	Mayr, Gierl, Wirth

4) Resolutions

a. **RESOLUTION 3379** A Resolution Authorizing Renewal of a Mutual Cooperation Agreement For the City of Mequon's Participation In the Home Investment Partnership Program Administered by Waukesha County

Community Development Director Tollefson stated the HOME Consortium is a four county program established in the late 90's consisting of Ozaukee, Washington, Waukesha and Jefferson. Ms. Tollefson noted the City has participated in the program since 2005. Ms. Tollefson went on to say, the program assists in advancing home ownership opportunities through various programs for households with income below 80% of the county's median income. Ms. Tollefson stated a renewed participation agreement is required at this time due to federal law updates related to the Fair Housing Act. Ms. Tollefson pointed out the City's participation in the program is identified in the City of Mequon Comprehensive Plan 2035 as a government program that allows the City to assist in promoting housing choices. Ms. Tollefson noted there are no costs to the City for participating in the program.

Alderman Wirth questioned what would happen if the City did not participate in the program. Ms. Tollefson stated the City would need to formally pass a resolution to discontinue participation in the program, noting the City's participation would automatically renew unless the City proactively chooses not to be part of the program. Ms. Tollefson mentioned nonparticipation in the program may weaken the dollars available to Ozaukee County. Alderman Wirth moved to table the item for further information with regard to the program's default versus success rate.

RESULT:	**TABLED [UNANIMOUS]**
MOVER:	Alderman Wirth
SECONDER:	Alderman Gierl
AYES:	Mayr, Gierl, Wirth

5) Discussion Items

a. Consideration of Ordinance Amending Sections 2-136 (2) and 2-137(b)(9) of the Mequon Municipal Code in Connection with Establishing an Honesty Definition and Provision within the City's Ethics Code

Assistant City Administrator Thyes stated the Ethics Code and Employee Personnel Code were last updated in 2015 to include an amendment in the Ethics Code that specifically prohibits dishonestly obtaining a financial gain. An amendment in the Employee Personnel Code included the term "honesty" within the expectations of conduct and "dishonesty" as an action that may warrant disciplinary action. Mr. Thyes stated the Public Welfare Committee was interested in pursuing further amendments to the Ethics Code and went on to provide an overview of the Public Welfare Committee's discussions related to amending the City's Ethics Code. Mr. Thyes indicated at the April 2016 meeting, staff was directed to prepare an ordinance amendment that incorporated a definition of honesty for the Committee to review at their May meeting. Mr. Thyes noted staff was directed to provide the Committee with the amended language one week prior to the meeting to allow enough time for review.

Minutes Acceptance: Minutes of May 10, 2016 5:45 PM (Approval of May 10, 2016 meeting minutes)

Mr. Thyes stated he did receive comments back from Mayor Abendroth, Aldermen Wirth and Gierl with regard to the code amendment. Mr. Thyes stated both Mayor Abendroth and Alderman Wirth's comments centered on a concern that the proposed language may be ambiguous and Alderman Gierl requested a fair dealings clause with the public and more specific non-retaliation language. Mr. Thyes pointed out Alderman Wirth provided his own amendment which has been distributed to the Committee members. The Committee reviewed Alderman Wirth's amendment to the proposed language.

Alderman Wirth moved to approve the amendments to the proposed language to Ordinance Sections 2-136 (2) and 2-137(b)(9) and forward to the Ethics Board for review. Assistant City Administrator Thyes stated, after the Ethics Board reviews the amendments the ordinance will come back to the Public Welfare Committee for final review and consideration before recommending approval to the Council.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Alderman Wirth
SECONDER:	Alderman Gierl
AYES:	Mayr, Gierl, Wirth

6) Information Items

a. Official Newspaper Designation

Deputy City Clerk Fochs stated the News Graphic newspaper was adopted at the April, 2016 organizational meeting as the city's official newspaper. Ms. Fochs noted Council requested additional information to be provided to the Public Welfare Committee to review with regard to the circulation numbers, subscription rates and costs of the newspapers bidding on the city's official newspaper designation. Ms. Foch reviewed the additional information with the committee noting, a newspaper must meet the criteria set by State Statues to be qualified as an official newspaper which the News Graphic does meet. No further information was requested by the Committee. Alderman Wirth recommended that the same memo format and information provided to the Public Welfare Committee be used for the next organizational meeting.

Alderman Mayr requested future agenda items be sent to Assistant City Administrator Thyes. Alderman Wirth suggested that the future agenda items be placed on the next meeting agenda for the committee to prioritize.

7) Adjourn

The meeting of the Public Welfare Committee was adjourned at 6:16 PM.

RESULT:	**APPROVED BY VOICE ACCLAMATION [UNANIMOUS]**
MOVER:	Alderman Wirth
SECONDER:	Alderman Gierl
AYES:	Mayr, Gierl, Wirth

Minutes Acceptance: Minutes of May 10, 2016 5:45 PM (Approval of May 10, 2016 meeting minutes)

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Office of Community Development

TO: Public Welfare Committee
FROM: Kim Tollefson, Director of Community Development
DATE: June 14, 2016
SUBJECT: An Ordinance Amending Chapter 58, Zoning Code As it Relates to Definitions and the Use of Single-Family Dwellings in the Residential Zoning District for Short Term and Long Term Rentals

Background

The subject text amendment is being sponsored by Mayor Abendroth due to concerns related to the short-term rental of single-family homes. The City maintains the goal of preserving the stability of residential neighborhoods with controls related to density, traffic, unenclosed parking, noise, safety and congestion. This text amendment was presented to the Committee of the Whole, Planning Commission and Common Council. At the recent Common Council meetings where this item was discussed, the Council expressed the need to achieve consensus regarding the following:

1. Number of individuals allowed in the home at the time of rental
2. Number of days annually allowed to rent
3. A process less burdensome than the Conditional Use grant process

Analysis

In recent months, the Public Welfare Committee worked to achieve consensus on the following operational standards:

1. A short term rental should be defined as a maximum of 29 days of rental, or less, annually.
2. A short term rental should be limited to a maximum of 6 annual rental occurrences.
3. Rental terms are defined as consecutive days.
4. A minimum two-night rental is required. Single night rentals are prohibited.
5. The maximum number of guests allowed for each short term rental is 6.

A text amendment was forwarded to Council; however Council members expressed concern with the approval process association with a Conditional Use Grant. As an alternative, Planning staff recommends that the regulation of short term rentals can be handled similar to other ancillary uses allowed within single-family residential zoning districts as permitted accessory uses. For example, home occupations and professional offices are permitted accessory uses so long as

expressed conditions are met. This process would not include a public notification or Planning Commission approval. The Department of Community Development has an established application and permitting processes in place for home occupations and professional offices (see Exhibit B). A similar application and permit can be used for short-term rentals. This process will also allow the City to maintain records of these uses and address any enforcement matters as needed. The recommended one time application fee is $40.

Short-term rentals, per the attached draft ordinance, are listed as *Permitted Accessory Uses* subject to the operational standards as acted on by the Public Welfare Committee and listed above.

As an alternative, some Council members expressed a preference for a simple registration process. Therefore attached is a draft code provision that would accomplish that process which would be administered by the City Clerk's Office (see Exhibit C).

Fiscal Impact

The application fee is intended to cover the administrative costs associated with approving and managing the applications.

Staff Recommendation

If the Public Welfare Committee is supportive of this process and continues to support the operational standards, staff will forward this ordinance to the July Common Council meeting.

COMMON COUNCIL
OF THE
CITY OF MEQUON

An Ordinance Amending Chapter 58, Zoning Code As it Relates to Definitions and the Use of Single-Family Dwellings in the Residential Zoning District for Short Term and Long Term Rentals

SECTION I:

Chapter 58, Zoning Code, of the Mequon Code of Ordinances are amended in the forms attached to this Ordinance as Exhibit A, having been placed on file and open to public inspection in the office of the City Clerk of the City of Mequon at City Hall, 11133 North Cedarburg Road, Mequon, Wisconsin, since _____ in accordance with the procedures provided in Sections 66.0103 and 62.11(4)(a), Wis. Stats.

SECTION II:

All ordinances in conflict or inconsistent with this ordinance, in whole or in part, are repealed to the extent necessary to give this ordinance full force and effect.

SECTION III:

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

_____
Approved by: Dan Abendroth, Mayor

Date Approved: June 14, 2016

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2016.

_____
William H. Jones, Jr., City Clerk

Published: _____

EXHIBIT A

Definitions:

Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings is an accessory use to a single family detached dwelling principal use in which an owner residing in a dwelling unit rents all or a portion of the dwelling subject to any specific regulations provided for within the applicable zoning district.

Principal Long-Term Rental of Dwellings: A Principal Long-Term Rental is where the owner rents the dwelling as the principal use for no less than 30 days consecutively and more than 180 days annually.

Sec 58-234

(c)(4) Principal Long-Term Rental of Dwellings

(c)(5) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

1. An accessory short-term rental shall be limited to a maximum rental of 29 accumulative days annually.
2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Sec. 58-235

(C)(4) Principal Long-Term Rental of Dwellings

(c)(5) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

1. An accessory short-term rental shall be limited to a maximum rental of 29 accumulative days annually.
2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Sec. 58-236

Attachment: OrdDraft06.14.16 (1705 : Chapter 58 Text Short Term Rental)

(c)(4) Principal Long-Term Rental of Dwellings

(c)(5) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

1. An accessory short-term rental shall be limited to a maximum rental of 29 accumulative days annually.
2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Sec. 58-237

(c)(4) Principal Long-Term Rental of Dwellings

(c)(10) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

1. An accessory short-term rental shall be limited to a maximum rental of 29 accumulative days annually.
2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Sec. 58-238

(c)(4) Principal Long-Term Rental of Dwellings

(c)(5) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

1. An accessory short-term rental shall be limited to a maximum rental of 29 accumulative days annually.
2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Sec. 58-239

Attachment: OrdDraft06.14.16 (1705 : Chapter 58 Text Short Term Rental)

(c)(4) Principal Long-Term Rental of Dwellings

(c)(5) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

1. An accessory short-term rental shall be limited to a maximum rental of 29 accumulative days annually.
2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Sec. 58-240

(c)(4) Principal Long-Term Rental of Dwellings

(c) (5) Accessory Short-Term Rental of Dwellings. Accessory Short-Term Rental of Dwellings subject to the following standards:

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2. A dwelling used as an accessory short-term rental shall be limited to an occupancy of six (6) overnight guests or as dictated by Chapter 10, City Uniform Dwelling Code occupancy, whichever is less.
3. An accessory short-term rental term shall provide a minimum two-night rental. Single night rental is prohibited. Rental terms are defined as consecutive days.
4. An accessory short-term rental shall be limited to a maximum of six (6) annual rental occurrences.

Attachment: OrdDraft06.14.16 (1705 : Chapter 58 Text Short Term Rental)

Exhibit B

City of Mequon

11333 N. Cedarburg Rd 60W
Mequon, WI 53092-1930
Phone (262) 236-2902
Fax (262) 242-9655
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Department of Community Development

APPLICATION FOR HOME OCCUPATIONAL PERMIT

Permit Fee: $40.00

Name of Occupation:	
Detailed Description of Occupancy Type or Work Performed:	
Occupant:	Phone: (____)____-_____
Street Address:	Tax Key:
City, State, Zip:	
Owner of Building:	Phone: (____)____-_____
Street Address:	
City, State, Zip:	

Applicant Signature_____**Date**_____

Home Occupany Requirements

Home occupations and professional offices which are clearly incidental to the principal residential use subject to the following:

a. The home occupation shall be carried on wholly within the principal residential building or within a building accessory thereto, and only by residents occupying the premises and one additional person not a resident on the premises.
b. No article or service shall be sold or offered for sale on the premises.
c. The home occupation shall not normally generate customer or client traffic to the residential premises.
d. Any off-street parking area shall be maintained reasonably dustless, and adequately screened from adjoining residential properties.
e. The home occupation shall not include the conducting of any retail or wholesale business on the premises, nor the removal of sand, gravel, stone, topsoil, or peat moss for commercial purposes.
f. The home occupation shall not include outside storage of materials or other operational activity resulting in offensive noise, vibration, smoke, dust, odors, heat, or glare which may create a nuisance or be otherwise incompatible with the surrounding residential area.

Approved By_____Date_____

P:\DCD\Forms\Application for Home Occupational Permit.doc

EXHIBIT C

Article VII. – Short Term Rentals of Dwellings

Sec. 14-175. With the exception of a Bed and Breakfast Establishment, Community Based Residential Facility or Hotel, any person wishing to rent a residential property for a period of 29 days or less shall register with the City Clerk. Such registration shall include an address of the property and a contact phone number for the owner of such property. Registrations shall be effective for a period of two years and the registrant shall promptly update their registration with any changes.

Sec. 14-176. Violations of this Article VII shall be punishable as a Class 1 offense under § 1-7 of the Municipal Code.

City of Mequon

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Office of Community Development

TO: Public Welfare Committee
FROM: Kim Tollefson, Director of Community Development
DATE: June 14, 2016
SUBJECT: A Resolution Relating to the City of Mequon's Participation In the Home Investment Partnership Program Administered by Waukesha County

Background

The HOME Consortium is a four county program established in 1998 that assists in advancing home ownership opportunities through various programs for households with income below 80% of the county's median income. The program is offered through the receipt of federal funds via Housing and Urban Development (HUD). There are no costs to the City for participating in the program. The four county participants are Ozaukee, Washington, Waukesha and Jefferson. The City of Mequon became a participant of the program in 2005. A new participation agreement is required at this time.

At the Public Welfare Committee meeting on May 10, 2016, the Committee requested information on the following items:

Program Effectiveness:

As part of this report as indicated in the table that follows, program funds are allocated in Ozaukee County. Between 1998 - 2014, 11% of the total loans have been allocated in Ozaukee County. According to the County Program Coordinator, defaults have occurred in the program however; default rates for the Down Payment Assistance Loan program are under 1%, far better than conventional loans. The HOME Consortium program does take a 2nd position on the mortgage. High loan to income ratio is required for the underwriting standards. Generally speaking, defaults only occur in a circumstance due to loss of employment or illness, and not due to poor financial choices.

Participation by County Municipalities and Impact:

Other than the Village of Belgium, all other municipalities in Ozaukee County participate. In total, there are 5 municipalities within all four counties that do not participate. These municipalities are smaller in population size, generally 2,500 or less. The HOME Consortium program dollars are based, in part, on population. The lack of participation by larger populated communities, like the City of Mequon, would impact the program as it relates to the overall program funds received by the State.

Municipalities are not required to participate. However; the HOME Consortium programs are not available for properties within the non-participating communities.

Analysis

Waukesha County is the designated lead agency for the Consortium. The following lists the programs available through the HOME Consortium (see attached overview):

Down Payment Assistance Loan.

This program provides a forgivable loan of up to $5,000 for down payment or closing costs.

Homeowner Rehabilitation Loan.

This program provides access to loan dollars for home repairs. Loans are provided for eligible repairs such as roofs, mechanical systems, plumbing, windows, foundations, siding and accessibility improvements.

Purchase-Rehabilitation Loan.

This program is a combination of the two programs listed above. Eligible homebuyers can receive $5,000for down payment and up to $17,500 for rehab costs.

Housing Development.

This program assists with the construction of affordable housing units within a larger housing development project.

The attached contract is provided by Waukesha County for our partnership within the Consortium (please see attached agreement). Should the City continue its participation, the partnership is valid for three (3) years and will automatically renew. Annually, the Consortium receives funding of approximately $1M. The program oversight is provided by a 12 member Board of Directors that is comprised of 3 members of each participating county (please see attached Board of Directors roster).

If the City of Mequon wishes to continue to participate in this program, the cooperative agreement as attached can be authorized under the resolution. Should the City of Mequon choose to no longer participate in the program, then formal action is required. Therefore, a separate resolution is provided for such action.

Fiscal Impact

There is no cost to the City as a partner of this program.

Planning Department Recommendation

Planning staff recommends the City's continued participation within the HOME Consortium. The City's participation in this program is identified in the City of Mequon Comprehensive Plan 2035 as a government program that allows the City to assist in promoting housing choices.

Public Welfare Committee Recommendation

The Public Welfare Committee recommendation is forthcoming on June 14, 2016

Attachments:
HOME Consortium info Ozaukee County (DOC)
Copy of 2016 HOME Board Members (PDF)
City of Mequon MUTUAL COOPERATION AGREEMENT 5.2.16 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3379

A Resolution Relating to the City of Mequon's Participation In the Home Investment Partnership Program Administered by Waukesha County

WHEREAS, the U. S. Department of Housing and Urban Development has created the HOME Investment Partnership Program (HOME) to provide various housing opportunities to households with income below 80% of the metropolitan area median income; and

WHEREAS, the counties of Waukesha, Jefferson, Washington and Ozaukee and municipalities within the four counties have executed Cooperation Agreements to participate in the HOME program as part of the HOME Consortium since 1998; and

WHEREAS, Waukesha County has been designated the lead and fiscal agent for the HOME Consortium with no fiscal cost to HOME participants; and

WHEREAS, the City of Mequon is not eligible to receive such HOME funds directly but has been a program participant since 2005;

NOW THEREFORE BE IT RESOLVED that the City of Mequon in an effort to assist and benefit its low and moderate income households hereby agrees and seeks participation in the HOME Investment Partnership Program through Ozaukee County.

BE IT FURTHER AGREED that the City of Mequon is authorized to execute such documentation as necessary to effect its membership in the HOME Consortium.

_____
Approved by: Dan Abendroth, Mayor

Date Approved:

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on .

_____
William H. Jones, Jr., City Clerk

The HOME Consortium

In 1998 Jefferson, Washington and Waukesha Counties joined together to form the HOME Consortium and become eligible to receive federal HOME program funds to support the creation and maintenance of affordable housing. In 1999, Ozaukee County agreed to participate in the Consortium. The main purposes of the HOME Consortium are to advance home ownership opportunities with a down payment assistance program, to maintain the quality of the existing housing stock through low-interest housing rehabilitation loans, and to support the development of affordable rental and homeowner housing. All programs are available to households in the participating counties that earn 80% or less of the area median income.

A 12 member Board of Directors governs the HOME Consortium. The Board is composed of three members from each of the four Counties. Waukesha County was designated the "lead agency" when the Consortium was formed. The lead agency takes full responsibility for fiscal management of the HOME funds and compliance with HOME rules and other applicable Federal regulations.

Programs

The **Down Payment Assistance Loan (DPA)** program provides eligible home buyers with a forgivable loan of up to $5,000 to be used for down payment and/or closing costs. Homeowners are required to attend housing counseling sessions, which are paid for through program funds. DPA loan is provided as a five-year forgivable loan, meaning that as long as the property remains the borrower's primary residence for five years the loan is forgiven and no repayment is due. The loan is forgiven 20% for each full year.

The HOME Consortium operates a of **Homeowner Rehabilitation Loan Program** to provide low to moderate income households with access to loaned funds for modest home repairs. The loans are provided as no-interest, no monthly payment loans, that are due upon sale or title transfer of the home. Eligible repairs include roofs, mechanical systems, plumbing, windows, foundations, siding, painting and accessibility improvements.

The **Purchase—Rehabilitation Program** is a combination of the DPA and Homeowner Rehabilitation programs. Eligible homebuyers can receive up to $5,000 for downpayment assistance, and up to $17,500 for rehab costs. This program is designed to help with the purchase of foreclosed houses, or houses in need of immediate repair. All rehab work must be done in 6 months of purchasing the home, and the focus is on correcting code violations.

The HOME Consortium also allocates funding to **Housing Development** projects, to assist with the construction of affordable housing in the four counties of the HOME Consortium.

Attachment: HOME Consortium info Ozaukee County (RESOLUTION 3379 : Home Consortium Partner)

Ozaukee County

Ozaukee County has participated in the HOME Consortium since 1999. Many households have benefited from the HOME programs since that time.

HOME Consortium Core Program Funds 1998—2014*				
	Ozaukee County		Total HOME Consortium	
	Loans	**Households**	Loans	Households
DPA	**$957,591**	**204**	$6,560,299	1,547
Rehab Loans	**$307,855**	**43**	$3,061,456	496
Purchase-Rehab Loans (since 2008)	**$50,111**	**4**	$1,709,049	85
Total	**$1,315,557**	**251**	$11,330,804	2128

*Loans shown do not include costs paid for by the HOME program for housing counseling fees, inspection fees, and administration fees, or specific County Allocations (discontinued program).

Affordable Housing Development Projects

- **Ozaukee Chapter Habitat for Humanity: $157,100**

  2007 Acquisition of land for construction of four homes in Port Washington

Total Funds allocated to Ozaukee County projects for the development or rehabilitation of affordable housing--$157,100.

Attachment: HOME Consortium info Ozaukee County (RESOLUTION 3379 : Home Consortium Partner)

2016 HOME Board

NAME	ORGANIZATION	TELEPHONE	FAX	ADDRESS
ADMINISTRATION				
Kristin Silva	Waukesha County Community Development Coordinator	262-896-3370	262-896-8510	515 W. Moreland Blvd. AC320, Wauk.53188 ksilva@waukeshacounty.gov
Lori Rutzinski	Waukesha County Program Assistant	262-548-7920	262-896-8510	515 W. Moreland Blvd. AC320, Wauk.53188 lrutzinski@waukeshacounty.gov
Christina Brockish	Waukesha County	262-548-8311	262-896-8510	cbrockish@waukeshacounty.gov
Kathy Kamp	WI Partnership for Housing Dev. Inc.	(608) 258-5560 (ext. 34)	(608) 258-5565	121 S. Pinckney St. Ste. 420, Madison 53703 kathykamp@wphd.org
Debbie Narus	WI Partnership for Housing Dev. Inc.	(262) 896-8170	(262) 896-8510	515 W. Moreland Blvd. AC320, Wauk.53188 debbienarus@wphd.org
WAUKESHA COUNTY				
Duane Paulson	County Board Supervisor	(262) 542-4174		1121 Summit Avenue, Waukesha, 53188 dpaulson@waukeshacounty.gov
Joseph Birbaum	Senior VP MGIC- Retired President, Village of Oconomowoc Lake	(262) 567-7785		4750 Hewitt's Point, Oconomowoc, WI 53066 joe@birbaum.com
Christine Howard	Assistant Vice President Associated Bank	(262) 797-7342 (W) (414) 745-6421 (Cell)		19601 W. Bluemound Rd. Brookfield, 53045 christine.howard@associatedbank.com
Maria Watts (alternate)	Manager of Community Development WHEDA	(414) 227-4706 (W) (414) 750-4454 (Cell)		140 South 1st. Street Ste. 200 Milw. 53204 maria.watts@wheda.com
WASHINGTON COUNTY				
Peter Sorce	Washington County Supervisor	(262) 993-4053		peter.sorce@co.washington.wi.us
Dennis Myers	Washington County Supervisor	(262)853-8214		myersd@wi.rr.com
Jay Shambeau	Washington County Supervisor			jay.shambeau@co.washington.wi.us
JEFFERSON COUNTY				
Ron Buchanan	Jefferson County Supervisor	920-261-8201		809 S. 9th. Watertown, WI 53094 ronbuchanan809@yahoo.com
John Kannard	Jefferson County Supervisor	262-495-4618 262-470-1177		johnk@jeffersoncountywi.gov
Dick Schultz	Jefferson County Supervisor	920-563-7452 920-650-1595		wihs.exchange@sbcglobal.net
Russell Kutz (alternate)	Jefferson County Supervisor	920-674-5241		1220 Hickory Dr, Jefferson, WI 53549 russellk@jeffersoncountywi.gov
OZAUKEE COUNTY				
Kathleen Schilling	Executive Director Ozaukee Co. Econ. Dev. Corporation	(262) 238-7730	(262) 284-8100	121 W. Main St, Port Washington 53074 kschilling@co.ozaukee.wi.us
Jay Schreurs	Port Washington State Bank Vice President Sr. Mortgage Loan Off.	(262) 284-4416		206 N. Franklin St, Port Washington 53074 jay.schreurs@pwsb.com
OPEN				

MUTUAL COOPERATION AGREEMENT
UNDER
THE NATIONAL AFFORDABLE HOUSING ACT

The HOME Consortium Program for Federal Fiscal Years 2014-2016

This Agreement is entered into between Waukesha County, a political subdivision of the State of Wisconsin (hereinafter "County") and the City of Mequon, a municipal corporation of the State of Wisconsin (hereinafter "Municipality" and collectively "Parties").

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

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

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

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

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

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

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

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

Attachment: City of Mequon MUTUAL COOPERATION AGREEMENT 5.2.16 (RESOLUTION 3379 : Home Consortium Partner)

SECTION 1 – PURPOSE

A. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for HUD HOME funds as a HOME Consortium for Federal Fiscal Years 2014, 2015, and 2016 appropriation and from any program income generated from the expenditure of such funds.

B. Nothing contained in this Agreement shall deprive any municipality of any power of zoning, development control or other lawful authority that it presently possesses.

SECTION 2 – CONSIDERATION

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

SECTION 3– FUNDING

A. The HOME Consortium shall be governed by a board of directors (hereinafter "HOME Board"). The HOME Board, by mutual agreement, shall establish "core" programs, which shall serve to benefit residents of each participating municipality and county equally. The annual distribution of "core" project funding shall continue until all allocated funds on a first come first serve basis are fully committed to eligible households.

   a. Core programs may include, but are not limited to:
   Downpayment / Closing Cost, Housing Rehabilitation, Homebuyer Counseling, Rental Rehabilitation, Rental Assistance, Purchase / Rehab or Housing Development.

   b. HOME regulations require that 15% of HOME funds received on an annual basis must be set-aside and utilized for HOME programs using a HUD eligible Community Development Organization (CHDO), who will either own, develop, manage or sponsor a housing project.

B. The HOME Board shall determine the allocation of HOME funds within the HUD regulation limits for program administration to Waukesha County, as the lead agent (PJ), not to exceed 10% of the annual grant.

C. HOME regulations require that match funds or credit shall be provided at $0.25 for every dollar spent as part of HOME programming. This match is generally provided through pledged commitments by developers of affordable housing projects. If a match cannot be provided through development projects, it shall be the responsibility of the HOME Consortium, as a whole, to provide match funds.

D. No participating municipality / county will need to provide any funds for the administration / operation of the HOME Program.

SECTION 4 – ACTIVITIES

A. Municipality and County agree to undertake all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. In addition, Municipality and County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws.

B. Noncompliance by Municipality with any of the provisions above may constitute noncompliance by County which may provide cause for funding sanctions or other remedial actions by HUD.

C. Municipality shall establish and maintain appropriate record keeping and reporting of any retained program income and make such available in order to meet the monitoring and reporting responsibilities to the U.S. Department of Housing and Urban Development.

D. Municipality shall cooperate to undertake, or assist in undertaking, community renewal, lower-income housing assistance activities, and other eligible HOME Program activities in compliance with the regulations at 24 CFR Part 92.

E. Municipality shall take affirmative action to further fair housing in its jurisdiction. Such actions may include planning, education and outreach, and enforcement components.

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

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

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

1. In municipalities served by sewer service, allow for the development of new single-family and two-family homes on lots of 10,000 square feet or smaller.

2. Allow for home sizes less than 1,200 square feet.

3. In municipalities served by sewer service, allow for the development of multi-family housing at a density of at least 10 units per acre.

4. To support higher density residential development, expand sanitary sewer services consistent with adopted Regional Sewer Service Plans.

5. Adopt flexible zoning regulations such as Planned Unit Developments (PUD) and Traditional Neighborhood Developments (TND) to permit higher densities and a mix of housing types.

6. Adopt inclusionary zoning provisions, such as higher density allowances and a waiver or modification of other development standards where certain set-asides are made for affordable housing for moderate and low-income families.

7. Amend design regulations to promote flexibility in development and construction costs.

b. Impediment #2: Lack of Fair Housing Knowledge

1. Attend a fair housing seminar or educational opportunity.

2. Provide education or training for rental property owners and managers on the requirements of the Fair Housing Act, the definitions of protected classes, discriminatory practices, and potential consequences for non-compliance.

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

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

d. Impediment #4: NIMBY/Prejudiced Attitudes

1. Develop and integrate appropriate diversity awareness information into staff and organizational development training.

2. Create and disseminate information regarding what affordable, workforce and mixed-income housing is and what economic benefits they offer to your community, via printed materials, training sessions, website education or other methods.

3. Participate in regional housing initiatives and collaborative efforts.

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

1. Prioritize public funding for housing developments that address the needs of people with disabilities or the elderly.
2. Adopt or promote construction design concepts such as universal design (UD) and Visit-ability standards and features in all new

Attachment: City of Mequon MUTUAL COOPERATION AGREEMENT 5.2.16 (RESOLUTION 3379 : Home Consortium Partner)

housing, including consideration of providing density bonuses or other incentives to encourage such housing.

H. Municipality, as a cooperating unit of general local government, attests that it has adopted and is enforcing:

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

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

SECTION 5– HOME PROGRAM ADMINISTRATION

A. DEFINITIONS

a. "Member" means a unit of local government or a county representing townships which signs this Agreement or a substantially similar agreement, and therefore is a member of the HOME Consortium organized to carry out eligible activities under the HOME Program.

b. "Representative Member" means the unit of local government which acts as a representative of all Members for the purposes of this Agreement. The Representative Member shall assume responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and 01 , the requirements of 24 CFR § 92.350 (a) (5) , and the requirements of the Consolidated Housing and Community Development Plan.

c. Waukesha County shall be the Representative Member and shall carry out all necessary overall responsibilities for the HOME Consortium, with the cooperation of all Members, consistent with the HOME Program regulations. Waukesha County may elect with the approval of the HOME Board through a Request for Proposal designate a portion of Administration funds to another entity to administer specific HOME programs.

d. Each Member shall submit in a timely manner to the Representative Member all information necessary for participation in the HOME Consortium. This includes, but is not limited to, all information necessary for the Consolidated

Plan, the program description and certifications (24 CFR § 92.150), written agreements executed with subrecipients, and performance reports.

e. Each Member of the HOME Consortium shall start the HOME Program years on January 1st of each qualified year.

f. Each participating county shall have not less than a three person representation on the HOME Board appointed by the county executive or county board chairman. Each participating county may also designate one alternative member. Representative Member, as the lead agent, with the approval of the HOME Board, is authorized to amend the HOME Consortium Agreement on behalf of the entire HOME Consortium to add new members to the HOME Consortium.

SECTION 6 – RESTRICTIONS

A. Neither County nor Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the Parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

B. Municipality may not receive an individual formula allocation under the HOME Program except through the HOME Consortium created by this Agreement, regardless of whether Consortium receives a HOME formula allocation in a particular year.

SECTION 7 – DURATION OF THIS AGREEMENT

A. This Agreement was voted on and approved by Municipality's Common Council on May 10, 2016. Municipality clearly understands and accepts its responsibilities henceforth. This Agreement is in force for Federal fiscal years 2014, 2015 and 2016 and for such additional time as may be required for the expenditure of program income received and of funds granted through The Act and NAHA to County for such period, as defined by HUD regulations and included within HUD CPD Notice 13-04. Municipality shall not have the opportunity to terminate or withdraw from this Agreement during the period that this Agreement is in effect. This Agreement shall be in effect until the CDBG and HOME funds and program income received with respect to activities carried out during Federal fiscal years 2014, 2015 and 2016 are expended and the funded activities completed.

B. This Agreement, in accordance with Federal regulations, provides for an automatic renewal for each successive three-year qualification period provided that the County notifies each participating unit of general local government in writing of its right not to

participate for the successive three-year qualification period by the date specified in HUD's urban county qualification notice for the next qualification period. A Municipality electing to opt-out of a successive qualification period must notify the County in writing.

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

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

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

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

By: _____ Date: _____

Print Name_____

Title_____

By: _____ Date: _____

Print Name_____

Title_____

By: _____ Date: _____

Print Name_____

Title_____

By: _____ Date: _____

Print Name_____

Title_____

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3379

A Resolution Relating to the City of Mequon's Participation in the Home Investment Partnership Program Administered by Waukesha County

IT IS HEREBY RESOLVED by the Common Council of the City of Mequon that:

The City no longer chooses to participate in the HOME Consortium, administered by Waukesha County. The City of Mequon understands that funds may be available through alternative programs directly administered by the State of Wisconsin. Further, the City of Mequon acknowledges that regardless of participation in the program, the City is still held to federal standards related to housing.

_____
Approved by: Dan Abendroth, Mayor

Date Approved: June 14, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2016.

_____
William H. Jones, Jr., City Clerk

Published: _____

City of Mequon

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Office of Human Resources

TO: **Public Welfare Committee**
FROM: **Jesse Thyes, Asst City Administrator/Human Resource Manager**
DATE: **June 14, 2016**
SUBJECT: **FY2016 Items for Consideration - Public Welfare Committee**

Background

In May, the Public Welfare Committee directed staff to gather feedback regarding potential work items for the Committee to consider for FY2016-17.

Analysis

Staff received proposals for various work items and a summary is attached as Exhibit A. The review of the work items and consideration of how to assign priority to each proposal will be the starting point for the Committee's discussion.

Attached, as Exhibit B, is a proposed breakdown of future meeting dates and agenda items based upon the proposed work items that have been submitted. The meeting calendar runs through March 2017 due to the standard Committee appointment process in April.

The proposed calendar is intended to help guide the conversation of how to best prioritize the workload. The Committee will need to consider its ability to balance the scheduling of the proposed work items with the unknown issues that may come forward during the course of the next year.

Fiscal Impact:

N/A

Recommendation

Staff will actively engage with the Committee on determining the priority for each particular proposal as well as establishing the appropriate work schedule for the established priorities.

Attachments:

2016 public welfare items (PDF)

Public Welfare Meeting Calendar (PDF)

Public Welfare Committee – FY2016 Items for Consideration

Proposal	Summary
Review of Boards, Commissions, & Committees	Review Ordinances that creating various committees; • Standardize ordinance language • Eliminate unnecessary committees • Ensure accurate purpose/powers/duties • Right-size committee
Online availability of City Policies	Consideration of requiring that all adopted City Policies be posted on the City's webpage
Public Meeting Notice Procedures (general)	Consideration of a policy to: • Posting a list of items that could be on an upcoming agenda 1-week in advance of a meeting, • Posting the actions taken by the City Council ASAP following the meeting
Televising of public meetings	Consideration of a policy to have all meetings of the council, in whatever form, should be televised on Channel 25 • committee of the whole meetings, • sewer and water utility board meetings, • appropriations committee meetings and • any meeting that includes all members of the common council.
Public notice procedures (development)	Review of current notification practices: • The area to which we send postcards. Is it adequate? • Can people understand what is being proposed by the wording of the post cards? • When should public meetings be held? Should there be a public meeting earlier in the consideration of significant developments? Or are people satisfied with public input and education only on the night of final deliberation? • How else can we inform interested parties?
Electronic Communications Policy	Review existing policy for updates, including; • Portions of the electronic policy that should apply to employees • General updates as technology has changed
Branding Committee	• Status Update • Plans moving forward
Short Term Rentals	This item is scheduled for further consideration on June 14, 2016. Community Development and the City Attorney will be presenting.
Ethics Code Updates (Honesty)	Ethics Board meeting is scheduled for June 21, 2016 to review the proposed "honesty provisions" as recommended by the Public Welfare Committee.

Attachment: 2016 public welfare items (1691 : 2016 Public Welfare Committee - Items for Consideration)

Public Welfare Committee – FY2016 Items for Consideration

Proposal	Summary
Adding specific definitions	Consideration of establishing a definition for "promptly". The example provided was that "Staff is supposed to address issues promptly" but what does that mean as a timetable..
Prohibited landscaping materials	This topic introduced/discussed at the 10/14/2014 Public Welfare meeting. Staff was given direction to research whether or not there is a list of hazardous landscape material the City prohibits, if so, the Committee directed Staff to make the list available to residents. No such list exists. Moreover, the City does not regulate single-family residential landscaping. No further action was requested.
Ethics Code Updates	Consideration of adding additional provisions to the Ethics Code: • Impartiality Clause • Non-Retaliation Clause

Attachment: 2016 public welfare items (1691 : 2016 Public Welfare Committee - Items for Consideration)

Public Welfare Committee 2016-17 Meeting Calendar (Proposed)

Meeting Date	Topics
June 14, 2016	• Short-Term Rental Ordinance • Review/Discuss proposed work items
July 12, 2016	• Kick-off Review of Board/Committee Ordinances • Branding Committee Update • Online Availability of City Policies
August 9, 2016	• Ethics Code provisions regarding "Honesty" brought back to Committee (anticipated) • Continuation of Board/Committee Ordinance Review
September 13, 2016	• Public Notice procedures review • Consideration of policy pertaining to televising meetings
October 11, 2016	• Continuation of Board/Committee Ordinance Review • Continuation of Public Notice procedures review
November 8, 2016	• Continuation of Board/Committee Ordinance Review
December 13, 2016	• Continuation of Board/Committee Ordinance Review
January 10, 2017	• Review of the City's Electronic Communication Policy
February 14, 2017	• Adding Specific Code definitions • Review of the City's Electronic Communication Policy
March 14, 2017	• To be determined

Attachment: Public Welfare Meeting Calendar (1691 : 2016 Public Welfare Committee - Items for