

Dane County Contract Cover Sheet

Revised 06/2021

RES 380
SIGNIFICANT

BAF # _____
Acct: DRS
Mgr: BECKER/HICKLIN
Budget Y/N: N

Dept./Division	Human Services /HAA & DOA		
Vendor Name	Dane County Housing Authority	MUNIS #	1827
Brief Contract Title/Description	\$3 million in appropriations to grant to DCHA to improve its financial position, targeted toward satisfying its prior service credit liability with WI Retirement System (WRS) & to make capital improvements to affordable housing units under its control		
Contract Term	3 years / 36 months		
Contract Amount	\$ 3,000,000.00		

Contract # Admin will assign	14667
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Karyn Knakk, Executive Director
Phone #	608-242-6391	Phone #	608-224-3636 ext 023
Email	dcdhscontracts@countyofdane.com	Email	kknaak@dcha.net
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	380
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Shawn Tessman</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/9/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, March 10, 2022 11:48 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14667
Attachments: 14667.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/11/2022 1:20 PM	Approve: 3/11/2022 1:20 PM
	Rogan, Megan	Read: 3/10/2022 1:18 PM	Approve: 3/10/2022 1:18 PM
	Gault, David	Read: 3/10/2022 1:19 PM	Approve: 3/15/2022 1:49 PM
	Lowndes, Daniel		Approve: 3/10/2022 12:10 PM
	Stavn, Stephanie	Read: 3/10/2022 1:47 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14667

Department: Human Services

Vendor: Dane County Housing Authority

Contract Description: Grant Agreement for Pension Financing & Capital Improvements

Contract Term: 4/1/22 – 4/1/24

Contract Amount: \$3,000,000.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

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2021 RES-380

**APPROVING AN AGREEMENT BETWEEN THE COUNTY OF DANE AND
THE DANE COUNTY HOUSING AUTHORITY**

The 2022 Capital Budget includes \$3 million to award a grant to the Dane County Housing Authority (DCHA) to improve DCHAs financial standing. The grant is for two purposes, to allow the DCHA to retire its prior service credit obligation with the Wisconsin Retirement System and to provide funds so that DCHA can address the capital maintenance backlog on its housing units.

Dane County and the DCHA have negotiated a grant agreement that meets these two objectives. The agreement has a term of three years and provides advances to the DCHA to be used on capital improvements on its properties.

THEREFORE BE IT RESOLVED that the Dane County Board of Supervisors approves the agreement between the County of Dane and the Dane County Housing Authority and that the County Executive and County Clerk are authorized to execute the agreement

BE IT FINALLY RESOLVED that, the Controller is authorized to issue payments as set for the in the agreement.

Agreement Between Dane County and the Dane County Housing Authority for Pension Financing and Capital Improvements

Whereas, the Dane County Housing Authority (DCHA) is a public body, corporate and politic, created under sections 59.53 (22) and 66.1201 to 1211 of the Wisconsin statutes, following resolution of the county board of Dane County (the County) , to support affordable housing in the county; and

Whereas, an unfunded pension liability and limited funds for capital investment make it difficult for the DHCA to improve operations and to invest in the affordable housing units under its control; and

Whereas, the County's 2022 capital budget includes \$3 million in appropriations to grant to DCHA to improve its financial position, targeted toward satisfying its prior service credit liability with the Wisconsin Retirement System (WRS) and to make capital improvements to affordable housing units under its control;

Whereas the County is authorized to allocate funds to the DCHA for these purposes pursuant to Wis. Stat. §§ 59.51(2), 66.1201(2) and 66.1201(9).

Therefore, the County and DCHA agree to the following terms for disbursement of the budgeted funds.

The term of the agreement shall commence upon execution by both parties and terminate thirty-six months from that date.

Prior Service Credit

The DCHA estimates that its prior service credit liability will be \$474,000 in 2022. Upon commencement of this agreement, DCHA shall provide to the County documentation satisfactory to the County establishing the amount necessary to satisfy its prior service credit liability. The County will issue payment to DCHA within 30 days of receipt of the documentation. DCHA will use these funds exclusively to satisfy its prior service credit liability and shall timely provide evidence to the County indicating that the prior service credit has been satisfied.

Capital Improvements

DCHA owns and or controls through related entities approximately 86 housing units currently operated as public housing units. DCHA estimates that there is a capital maintenance backlog of approximately \$3.6 million dollars associated with these units. Under this agreement, the County will make advances of the lesser of the available funds remaining under this agreement after the payment of the prior service credit or

\$400,000 to DCHA to finance capital improvements to housing units owned by DCHA or related entities.

Capital improvements include but are not limited to: doors, windows, lighting fixtures, electrical improvements, landscaping improvements, painting, siding, roofing, concrete or asphalt replacement, plumbing fixtures, interior remodeling, kitchen cabinets, appliances, heating and air conditioning systems. Capital improvements do not include property maintenance functions such as mowing lawns, snow removal, utility expenses or property management fees.

Upon commencement of this agreement, DCHA shall invoice the County for the first \$400,000 draw for capital improvements. The County will issue payment to DCHA within 30- days of receipt of the invoice. DCHA will then organize and contract for the capital improvements. When DCHA has spent 75% of the first draw, it may invoice the County for another draw of up to \$400,000 draw for capital improvements.

Capital improvements made pursuant to this agreement shall be completed by qualified contractors. The capital improvement funds under this agreement may not be used to pay DCHA staff or staff of its property managers to complete the improvements.

With the second and subsequent invoices, DCHA shall include a record of how funds were expended from the prior draw. The record shall include the address of each property and the type of improvements and cost of improvements made or deposits paid toward pending improvements. This process to draw funds will be applied until the balance of the \$3 million budgeted has been fully expended, or the termination of this agreement.

Records

The DCHA shall establish a record keeping system, acceptable to the County, which assures that the DCHA is in compliance with this Agreement. The system shall provide an historic account of Grant activities for examination and review by anyone authorized by the County.

Records must be maintained after final disbursement for a period of not less than three (3) years.

The DCHA shall maintain sufficient segregation of accounting records for this Agreement separate from other agreements, projects and programs. Documents related to this Agreement shall be made available for review by the County during normal business hours. The County shall have access to all records related to this agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the DCHA shall

provide copies in such form as may be requested by the County. This provision shall also apply in the event of the termination of this Agreement.

Nondiscrimination

During the term of this Agreement, DCHA agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). DCHA agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

For Dane County Housing Authority:

Kangra Knaak

Date: 2/18/2022

For Dane County:

Joseph Parisi, County Executive

Date: _____

Scott McDonell, County Clerk

Date: _____