

Dane County Contract Cover Sheet

Revised 07/2023

Res 014
significant

BAF # 24133
Acct: Seitz
Mgr: Becker
Budget Y/N: N

Dept./Division	Human Services / HAA		
Vendor Name	Cinnaire Solutions Corporation	MUNIS #	34802
Brief Contract Title/Description	Awarding grant to enable them to operate, rehabilitate, and preserve affordable housing for very low-income families at the Rethke Terrace Apartments located at 715 Rethke Ave. in Madison, WI 53714. Also included is an ERA Land Use Restriction Agreement (LURA).		
Contract Term	Ends 7/31/2025		
Contract Amount	\$ 1,527,600.00		

Contract # Admin will assign	15477
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 checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Christopher John Laurent
Phone #	608-242-6391	Phone #	
Email	dcdhscontracts@countyofdane.com	Email	CLaurent@cinnaire.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	


MUNIS Req.	Req # 1831	Org: 80000	Obj: 30034	Proj:	\$ 1,527,600.00
	Year 2024	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	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	014
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2024
	<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 type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2024.05.13 15:11:35 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 5.13.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/13/24	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, May 14, 2024 9:17 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15477
Attachments: 15477.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/14/2024 9:22 AM	Approve: 5/14/2024 9:22 AM
	Rogan, Megan	Read: 5/14/2024 9:19 AM	Approve: 5/14/2024 9:19 AM
	Cotillier, Joshua		Approve: 5/14/2024 9:58 AM
	Oby, Joe		

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

Contract #15477

Department: Human Services

Vendor: Cinnaire Solutions Corporation

Contract Description: Grant for operation of affordable housing at REthke Terrace Apartments at 715 Rethke Ave (Res 014) – includes Land Use Restriction Agreement

Contract Term: 6/1/24 – 7/31/25

Contract Amount: \$1,527,600.00

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.

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2024 RES-014

ACCEPTING FEDERAL FUNDS AND AWARDING A GRANT TO CINNAIRE SOLUTIONS CORPORATION FOR OPERATION AND REHABILITATION OF AFFORDABLE HOUSING DCDHS – HAA DIVISION

The services in this resolution are funded in part with the County’s allocation of emergency rental assistance (ERA) authorized in the 2021 American Rescue Plan. Therefore, this resolution follows the format outlined in 2021 RES-013.

Justification

Authorizing Law: In March of 2021, the federal government authorized the \$1.9 trillion American Rescue Plan (ARP) stimulus bill authorizing additional funding to respond to and recover from the COVID-19 pandemic across multiple areas of need.

The act included \$21.5 billion in funding for Emergency Rental Assistance (ERA 2). Dane County received and, in partnership with Urban Triage, Inc., distributed \$12.5 million of that amount to support local efforts to prevent evictions and provide housing stability.

Dane County received a reallocation of an additional \$29.2 million in ERA 2 from the United States Treasury in 2022. The funds were reallocated from the State of Wisconsin’s ERA 2 allocation, and other ERA 2 communities, and granted to Dane County.

Response to the COVID-19 Pandemic: Enduring economic hardship that originated during the COVID-19 pandemic continues to impact Dane County’s households. The need to increase the number of affordable housing units in Dane County, and to preserve existing affordable housing, is key to addressing Dane County’s current housing crisis.

Two affordable housing developments, the Rethke Terrace Apartments and Tree Lane Apartments, are in the process of being sold to Cinnaire Solutions Corporation. This is the culmination of an unprecedented legal and legislative process that, once concluded, will prevent the two properties from falling into further disrepair and preserve affordable housing for its current and future tenants.

The Dane County Department of Human Services – Housing Access and Affordability Division (HAA) seeks to award a \$1,527,600 grant to Cinnaire Solutions Corporation to enable them to operate, rehabilitate, and preserve affordable housing for very low-income families at the Rethke Terrace Apartments located at 715 Rethke Ave. in Madison, WI 53714.

As a condition of the ERA 2 funding, Dane County will implement a land use restriction agreement (LURA) to preserve the affordability of the property for 20 years.

The grant term will commence upon adoption by Dane County. The grant terms will expire after this 20 year period of affordability ends.

The Dane County Department of Human Services (DCDHS) – Housing Access and Affordability Division (HAA) seeks to accept the remaining \$2,728,485.06 ERA 2 allocation provided to Dane County to support this effort.

Duplication of Funding/Existing Partnerships and Programs: The funding is not duplicative.

52 **Expected Outcomes and Data Collection**

53 Expected program outcomes include the operation, rehabilitation, and preservation of existing
54 affordable housing at 715 Rethke Ave. in Madison, WI 53714.

55 Data collection will minimally include:

56 i. Quarterly Emergency Rental Assistance reports until ERA 2 spending period closes on
57 September 30, 2025.

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59 ii. Annual eviction data as required by 2015 RES-156 Sub. 1. The number of eviction
60 actions filed, the reason for eviction, the number of eviction notices 49 issued to the
61 tenant in the twelve (12) months preceding the eviction filing, the number of eviction
62 judgments granted, writs executed, and/or other case resolution (e.g. vacated prior to
63 execution of writ or allowed to stay with conditions).

64

65 **NOW, THEREFORE, BE IT RESOLVED** that the \$2,728,485.06 revenue increase be credited to
66 the County General Fund and transferred from the General Fund to the expenditure accounts
67 below in the DCDHS, and

68 **BE IT FURTHER RESOLVED** that account 80000 80137 COVID RENTAL ASSIT II REVENUE
69 be increased by an appropriation of \$1,200,885.06 and that account 80000 30264 COVID
70 RENTAL ASST II EXPENSE be increased with an appropriation of \$1,200,885.06.

71 **BE IT FURTHER RESOLVED** that the following account, 80000 80009 ERA II RETHKE
72 TERRACE REVENUE be created and increased by an appropriation of \$1,527,600; and that
73 account 80000 30034 ERA II RETHKE TERRACE EXPENSE be created and increased with an
74 appropriation of \$1,527,600.

75 **BE IT FINALLY RESOVLED** that a \$1,527,600 grant be approved for Cinnaire Solutions
76 Corporation and that the County Executive and County Clerk are hereby authorized and
77 directed to sign the agreement on behalf of Dane County, and that the Controller is authorized
78 to make payments:

79 <u>Vendor</u>	<u>Amendment Amount</u>
80 Cinnaire Solutions Corporation	\$1,527,600

81 **Total Expenditure: \$1,527,600**



03/2023

DANE COUNTY CONTRACT # 15477

GRANT AGREEMENT
ERA

THIS GRANT AGREEMENT is made and entered into, by and between the County of Dane (hereafter referred to as "GRANTOR") and Cinnaire Solutions Corporation, a Michigan nonprofit corporation (hereafter, "GRANTEE"),

WITNESSETH:

WHEREAS, GRANTOR, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703, has received funds from the United States Department of the Treasury Emergency Rental Assistance program ("ERA2"), established by section 3201 of the American Rescue Plan Act ("ARPA") of 2021, Pub. L. No. 117-2 (March 11, 2021), to be used for the purposes specified in the ERA2 and in compliance with ERA2 policy and regulation; and desires to support GRANTEE's project to form a limited liability company controlled by GRANTEE and named CSC Madison East, LLC (Project Owner) and to cause Project Owner to operate, rehabilitate, and preserve an affordable rental housing project serving very low-income families at 715 Rethke Avenue in Madison, WI 53714 ("Project") and;

WHEREAS GRANTEE, whose address is 10 East Doty Street, Suite 617, Madison, Wisconsin 53703, and is able and willing to complete such a project;

WHEREAS, as a condition of this grant, GRANTOR requires and GRANTEE agrees to restrict the use of the Project as hereinafter described ("Restrictions"). Such Restrictions are contained in this Agreement, as well as by the associated Land Use Restriction Agreement in favor of GRANTOR ("County ERA LURA") and are herein incorporated by reference.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, GRANTOR and GRANTEE do agree as follows:

I. TERM.

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement ("Effective Date") and shall end at the end of the Affordability Period ("Expiration Date") unless terminated pursuant to this Agreement or at the end of the Low-Income Housing Tax Credit ("LIHTC") program period, whichever is longer.

II. PURPOSE AND SCOPE.

A. In consideration of a grant not to exceed the amount of \$1,527,600.00 ("Grant Funds"), GRANTEE agrees to cause Project Owner to provide the services detailed in

Exhibit A. Notwithstanding any other provision of this Agreement to the contrary, GRANTOR shall never pay more than the amount of the Grant Funds.

B. GRANTEE shall commence, carry on and complete, or cause Project Owner to commence, carry on and complete, its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement, including the Scope of Work set forth in Exhibit A, which is fully incorporated herein by reference, and all applicable laws.

C.1. This Contract is a sub-recipient agreement funded with a federal assistance award to the County from the United States Department of the Treasury Emergency Rental Assistance program (ERA2), established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), to be used for the purposes specified in the ERA2 and in compliance with ERA2 policy and regulations. Grantee agrees to comply with the applicable requirements of section 3201 of the Act, regulations adopted by Treasury pursuant to the Act, guidance issued by the Treasury Department, and all other applicable federal statutes, regulations, executive orders, and subsequent amendments, whether or not they are set forth in this Agreement to the extent applicable. Grantee further agrees that it will meet the requirements of the LIHTC program. Funds must meet the requirements of LIHTC and ERA2.

C. 2. Grant funds may only be used for Eligible Expenses. "Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) consistent with the intent and scope of the Program. Grant funds shall only be used for the rehabilitation or preservation of rental housing projects serving very low income families, as described in Exhibit A.

C. 3. All expenses must meet the requirements of ERA2 and all rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ERA2 funds, including 2 C.F.R. Part 200 (Uniform Guidance), and be consistent with the intent and scope of the Program. The County reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Ineligible expenses include, but are not limited to: costs incurred in submitting an application; taxes (except sales taxes on Eligible Expenses); work stipends or wage subsidies (except approved personnel expenses); funding advocacy or lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ERA2 or 2 C.F.R. Part 200 (Uniform Guidance).

C. 4. Grantee shall hold the County harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal agencies or by the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the federal government.

C. 5. Grantee will return to the County or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds within 45 days after written notice requesting the return of such proceeds together with reasonable evidence (if needed) of why such funds must be returned, then the County may deduct the appropriate amount from subsequent payments due to Grantee from the County. The County also reserves the right to recover such funds by any other legal means including litigation if necessary.

D. GRANTEE agrees to secure at GRANTEE's own expense all personnel necessary to carryout GRANTEE's obligations under this Agreement. Such personnel shall not be deemed to be employees of GRANTOR nor shall they or any of them have or be deemed to have any direct contractual relationship with GRANTOR.

III. PAYMENT. GRANTOR's obligation to make payments under this Agreement is contingent upon GRANTEE demonstrating to GRANTORS satisfaction that GRANTEE has arranged sufficient funding to complete the project in a timely manner. Grant funds will not exceed \$1,527,600.00 and must be spent before July 31, 2025. Payment shall be as set forth in Exhibit B, which is fully incorporated herein by reference.

IV. REPORTS. GRANTEE agrees to make such reports and keep such records as are required in the attached Exhibit C, which is fully incorporated herein by reference. With respect to such records and reports, it is expressly understood that time is of the essence and that the failure of GRANTEE to comply with the time limits set forth in said Exhibit C shall result in the penalties set forth herein.

V. USE OF PREMISES. In consideration of GRANTEE accepting the grant, GRANTEE agrees and warrants that it shall use the Project as affordable rental housing, and in consideration thereof agrees and warrants to the recording of a Land Use Restriction Agreement in favor of Dane County (County ERA LURA), guaranteeing a period of affordability as set forth therein. GRANTEE agrees and warrants that all of the units in the Project will be leased to very low-income families, as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 USC 1437a(b)) or in compliance with the LIHTC requirements, whichever is more stringent ("Restrictions"). The units shall be rent restricted as set forth in the County ERA LURA. The County ERA LURA is attached as Exhibit D.

VI. PERIOD OF AFFORDABILITY. The Project must meet the affordability requirements for not less than twenty (20) years beginning on the day the GRANTEE obtains title to the Project (such year term being the "Affordability Period") or for so long as required by the LIHTC requirements, whichever is more stringent. GRANTEE shall repay grant funds if Project does not meet the affordability requirements for the full Affordability Period.

VII. TENANCY ADDENDUM. GRANTEE shall comply with the policies outlined in the Tenancy Addendum ("Addendum"). The Addendum is attached as Exhibit E. The Addendum shall be attached to all of GRANTEE's leases for residential units. If there are conflicts between the Addendum provisions and the lease, the Addendum requirements shall take precedence. Any material violation of the Addendum by GRANTEE, as determined by GRANTOR in its reasonable discretion, shall result in a penalty of \$500 payable to GRANTOR by GRANTEE.

VIII. FEDERAL PROHIBITION AGAINST LOBBYING. By signing this Agreement, GRANTEE certifies for itself, that to the best its knowledge and belief:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of itself, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, GRANTEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

GRANTEE shall ensure that the language of paragraphs A. and B. of this anti-lobbying certification is included in all of the contracts it enters into to complete the work required by this Agreement and all said contractors shall certify and disclose accordingly.

IX. ASSIGNMENT. GRANTEE shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of GRANTOR unless otherwise provided herein. Notwithstanding the foregoing, GRANTOR agrees and acknowledges that GRANTEE will use the proceeds from GRANTOR to make a loan to Project Owner and will cause Project Owner to comply with provisions of this Grant Agreement.

X. TERMINATION.

- A. Failure of GRANTEE to fulfill any of its obligations under this Agreement in a timely manner, or violation by GRANTEE of any of the covenants or stipulations of this Agreement, shall constitute grounds for GRANTOR to terminate this Agreement by giving a thirty (30) day written notice to GRANTEE; provided, however, if GRANTEE is diligently pursuing a cure within such thirty (30) day

period or is diligently contesting such violation in good faith, GRANTEE shall have such additional time as is reasonably necessary to cure or contest such violation.

B. The following shall constitute grounds for immediate termination:

1. Violation by GRANTEE of any State, Federal or local law, or failure by GRANTEE to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. Failure by GRANTEE to carry applicable licenses or certifications as required by law.
3. Failure of GRANTEE to comply with reporting requirements contained herein.
4. Failure of GRANTEE to materially and substantially perform the work provided for herein.

C. In the event GRANTOR terminates this Agreement as provided in Subsections A & B, GRANTEE shall, within thirty (30) days of termination of this Agreement, return to the GRANTOR the full amount of the Grant Funds minus any amount that should be paid to GRANTEE for work that has been completed and which costs can be substantiated. GRANTOR may seek any and all other remedies available to it against the GRANTEE.

D. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out GRANTOR's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

XI. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

XII. INSURANCE.

A. GRANTEE shall indemnify, hold harmless and defend GRANTOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which GRANTOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of GRANTEE's work or obligations under this Agreement, provided, however, that the provisions of this paragraph shall not apply

to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of GRANTOR's, its agencies, boards, commissions, officers, employees or representatives. The obligations of GRANTEE under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and GRANTOR, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, GRANTEE shall, at GRANTEE's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, GRANTEE agrees to preserve GRANTOR's subrogation rights in all such matters that may arise that are covered by GRANTEE's insurance. Neither these requirements nor the GRANTOR's review or acceptance of GRANTEE's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the GRANTEE under this Agreement. The GRANTOR expressly reserves the right to require higher or lower insurance limits where GRANTOR deems necessary.

1. Commercial General Liability:

GRANTEE agrees to cause Project Owner maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent GRANTEES and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

2. Commercial/Business Automobile Liability:

GRANTEE agrees to cause Project Owner to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence to the extent Project Owner owns or uses any automobiles. GRANTEE further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event GRANTEE does not own automobiles, GRANTEE agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation:

GRANTEE agrees to cause Project Owner to maintain Workers Compensation insurance at Wisconsin statutory limits to the extent Project Owner has any employees.

4. Umbrella or Excess Liability:

GRANTEE may cause Project Owner to satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy.

There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. GRANTEE agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy, if applicable.

C. Upon execution of this Agreement, GRANTEE shall furnish GRANTOR with a Certificate of Insurance listing DANE COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If GRANTEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, GRANTEE shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. GRANTEE shall furnish GRANTOR, annually on the policy renewal date, a certificate of Insurance as evidence of coverage. It is further agreed that GRANTEE shall furnish the GRANTOR with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either GRANTEE or GRANTOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by GRANTEE. In the event any action, suit or other proceeding is brought against GRANTOR upon any matter herein indemnified against, GRANTOR shall give reasonable notice thereof to GRANTEE and shall cooperate with GRANTEE's attorneys in the defense of the action, suit or other proceeding. GRANTEE shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE.

D. The parties do hereby expressly agree that GRANTOR, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by GRANTOR's Risk Manager taking into account the nature of the work and other factors relevant to GRANTOR's exposure, if any, under this Agreement.

XIII. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by GRANTOR of any breach of the covenants of this Agreement or a waiver of any default of GRANTEE and the making of any such payment by GRANTOR while any such default or breach shall exist shall in no way impair or prejudice the right of GRANTOR with respect to recovery of damages or other remedy as a result of such breach or default.

XIV. NON-DISCRIMINATION. During the term of this Agreement, GRANTEE 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). GRANTEE 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.

XV. CIVIL RIGHTS COMPLIANCE.

A. If GRANTEE has 20 or more employees and receives \$20,000 in annual contracts with GRANTOR, the GRANTEE shall submit to GRANTOR a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. GRANTEE shall also file an Affirmative Action (AA) Plan with GRANTOR in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. GRANTEE shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by GRANTOR. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. GRANTEEs who have less than twenty employees, but who receive more than \$20,000 from the GRANTOR in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If GRANTEE submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by GRANTOR, a verification of acceptance by the State of GRANTEE's Plan is sufficient.

B. GRANTEE agrees to comply with the GRANTOR's civil rights compliance policies and procedures. GRANTEE agrees to comply with civil rights monitoring reviews performed by the GRANTOR, including the examination of records and relevant files maintained by the GRANTEE, to the extent such records are not confidential or otherwise required to not be disclosed under applicable employment law. GRANTEE agrees to furnish all information and reports required by the GRANTOR as they relate to affirmative action and non-discrimination. GRANTEE further agrees to cooperate with GRANTOR in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. GRANTEE shall post the Equal Opportunity Policy, the name of GRANTEE's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to GRANTOR's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. GRANTEE shall supply to GRANTOR's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. GRANTEE shall provide copies of all announcements of new employment opportunities to GRANTOR's Contract Compliance Officer when such announcements are issued.

E. If GRANTEE is a government entity having its own compliance plan, GRANTEE'S plan shall govern GRANTEE's activities.

XVI. RECORDS. GRANTEE shall provide, upon reasonable request by GRANTOR, reports and other documentation related to tenancy and leasing for units assisted under this Agreement. GRANTEE shall take reasonable steps GRANTOR directs to assist GRANTOR in monitoring units assisted or available for assistance under this Agreement. GRANTEE must maintain all records and documentation related to their ERA2 award for five years after the period of performance ends or in compliance with LIHTC requirements, whichever is more stringent. GRANTEE shall assist GRANTOR in promptly fulfilling or answering any open records request, in the manner determined by GRANTOR, of a record not protected by a law requiring confidentiality, that either GRANTEE keeps or maintains on behalf of GRANTOR. GRANTEE shall comply with any other applicable local, state and federal laws, guidance and regulations related to maintaining records.

XVII. BUDGET AND PERSONNEL SCHEDULES. Programs paid under the unit of service reimbursement method of payment shall be exempt from the requirements of this section.

A. For each program funded by GRANTOR, GRANTEE shall prepare a program budget and supporting personnel schedule and submit it to GRANTOR for approval within 56 days after entering this agreement. SUBRECIPIENT agrees to submit its program budgets and personnel schedules on forms provided by GRANTOR and according to guidelines provided by GRANTOR.

Program budgets and personnel schedules shall be considered approved when signed by both GRANTOR and GRANTEE. Upon approval by GRANTOR, both the program budget and personnel schedule shall be made a part of this Agreement.

B. Funds allocated to each program must be used as allocated in accordance with the approved program budget and may not be transferred between programs without the advanced written agreement of GRANTOR.

C. If there is a change in program funding under this Agreement, GRANTEE shall submit a revised budget and personnel schedule, unless waived in writing by GRANTOR.

D. In performing services required under this Agreement, GRANTEE shall not exceed either the approved program budget or the staffing level indicated in the approved personnel schedule.

XVII. SIGN ORDINANCE. GRANTEE agrees to cause Project Owner to post a sign in a common area of the building that is frequented by applicants and residents. The sign shall be conspicuously located and include the following information;

- A. The amount of funding provided by Dane County;
- B. The year that such funding was provided by Dane County;
- C. A statement notifying the public that the housing may be subject to additional requirements for resident selection and property management due to the requirements associated with the County's funding of the project;
- D. The contact information for Dane County's contract compliance office, including a website, email, and phone number, for interested persons to obtain more information about the project and register any concerns.

GRANTEE further agrees that if the sign is posted on the exterior of the building that they shall follow all applicable municipal zoning ordinances.

XVIII. MISCELLANEOUS:

A. Registered Agent. GRANTEE warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of GRANTEE's registered agent is readily available and current. GRANTEE shall notify GRANTOR immediately, in writing, of any change in its registered agent, his or her address, and GRANTEE's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties other than as expressly set forth herein, including but not limited to employees of either of the parties.

D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

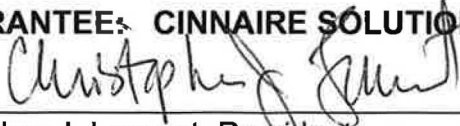
E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

F. Execution. This Agreement has no effect until signed by both parties. GRANTOR warrants that the persons executing this Agreement on its behalf are authorized to do so. The parties agree that execution of this document may be made by electronic signatures. GRANTEE shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by GRANTOR is authentic.

G. Copies Valid. This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

IN WITNESS WHEREOF, GRANTOR and GRANTEE, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date first set forth above.

FOR GRANTEE: CINNAIRE SOLUTIONS CORPORATION



Christopher J. Laurent, President

* * *

FOR GRANTOR: COUNTY OF DANE, WISCONSIN

Name: Jamie Kuhn

Title: Dane County Executive

Scott McDonell, Dane County Clerk

EXHIBIT A

SCOPE OF WORK

I. GRANTEE Shall:

A. Use funding provided by GRANTOR to:

To fund development costs associated with the rehabilitation of the property including a portion of soft development costs, a portion of the developer fee, and hard costs to complete the rehabilitation. The following categories are acceptable expenditures. Estimated costs by category are:

Soft Costs:

Builders' Risk Insurance	\$77,500
Property taxes - in arrears	\$11,750
Other financing fees –	\$12,500
Broker Fee Appraisal	\$1,750
Market study	\$3,000
Capital needs assessment	\$3,750
Accounting/audit	\$2,500
Title and recording	\$7,500
Legal (GP)	\$50,145
Organization fee	\$1,250
Marketing	\$30,000
LSS Management Fee	\$15,000
Consultant fee	\$12,500
Soft cost contingency	\$25,000

Rehabilitation Costs

General conditions	\$35,477
Permits	\$12,500
Contractor profit Contractor overhead	\$14,178
Hard cost contingency	\$73,320
Roofing	\$5,000
Siding	\$5,000
Exterior doors	\$5,500
Wallboard systems	\$12,500
Painting	\$15,250
Kitchen and Bath Cabinets	\$1,500
Interior doors and trim	\$1,250
LVP/LVT Flooring	\$245,750
Bathroom hardware	\$375
Appliances	\$750
Furniture	\$7,750
Artwork	\$7,500

HVAC Split System	\$250,000
Hot Water Heater	\$15,000
Water Softeners	\$5,000
Electrical	\$2,500
Electronic safety and security	\$12,500
Signage	\$12,500
Landscaping	\$7,500
Asphalt paving	\$22,500
<u>Developer Fee</u>	\$216,637

- B. GRANTEE shall use grant proceeds to make a loan to the Project Owner, and the Project Owner will incur these expenditures.
- C. Not utilize GRANTOR funds for any purpose other than to rehabilitate and preserve affordable rental housing projects serving very low-income families at the Project.
- D. Submit reimbursement for grant funds on eligible costs no later than July 31st, 2025 to ensure payment to GRANTEE before grant expiration date.

EXHIBIT B PAYMENT TERMS

GRANTEE shall invoice GRANTOR for reimbursement of eligible expenses that have been paid by GRANTEE in the previous month for eligible expenses incurred. Invoices shall include sufficient details regarding expenses incurred including rehabilitation work completed including the unit number where work was performed, if applicable.

Reimbursement requests for operating expenses shall include a description of the type of expense incurred, the vendor that received payment and the period of service covered. The last date to submit a reimbursement request is July 31st, 2025.

Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. GRANTOR will make a good faith effort to provide payment to GRANTEE within 30 days of COUNTY's receipt of accepted invoice.

GRANTEE shall submit request for payment to the GRANTOR based on invoices tied to expense reports for actual eligible expenses incurred by the project. Requests for payment shall not exceed the total grant amount of \$1,527,600.00.

Any unspent funds in this grant that remain in the control of the GRANTEE after September 30th, 2025, following end of grant fiscal reconciliation, must be returned to COUNTY pursuant to US Treasury Guidelines for ERA 2 funds (2 CFR 200.344(d)).

EXHIBIT C REPORTING

GRANTEE shall provide to GRANTOR, upon written request by GRANTOR, a quarterly written report which shall, in a format approved by GRANTOR, at a minimum, include the following information:

- Number of rental units in the project.
- Number of rental units funded by ERA2.
- Number of units serving very low-income families.
- Description of income limitation on rental units funded by ERA2.
- Units limited to specific populations (e.g. elderly, domestic violence survivors).
- Period of legally enforceable income limitation for ERA2 funded rental units.
- Period of legally enforceable income limitation for any non-ERA2 funded rental units.
- Other federal funds used for the project.
- Certification that the project is in compliance with the Low-Income Housing Tax Credit program.
- Estimated portion of the total costs of the affordable rental housing project that has been/will be paid with ERA2 funds.

Quarterly reports shall be due to the GRANTOR no later than 10 days after the end of the previous quarter. If the quarterly report has not changed from the prior quarter, GRANTEE shall not be obligated provide any quarterly report if GRANTEE notifies GRANTOR that there have been no changes prior to the reporting deadline.

GRANTEE shall provide GRANTOR, an annual written report which shall include the number of tenants in the Project, the number of units which are rented to tenants with household incomes at or below 60%, 50% and 30% of AMI (as defined in the WHEDA LURA), the number of eviction actions filed, the reason for eviction, the number of eviction notices, issued to the tenants in the twelve months preceding the eviction filing, the number of eviction judgments granted, writs executed, and/or other case resolution (e.g. vacated prior to execution of writ or allowed to stay with conditions), tenant demographics in a form supplied by the GRANTOR, applicants accepted from Community-wide Priority List for Housing, and any other information reasonably requested by the GRANTOR that would be necessary for determining GRANTEE's compliance with the terms, covenants and conditions of this Agreement and the County ERA LURA. This report shall be due to the GRANTOR no later than February 15 and shall reflect the period from January 1 to December 31 of the previous calendar year. GRANTOR must request specific information related to compliance with the COUNTY ERA LURA on or before December 31 or provide an additional 6 weeks for report submission from the date of COUNTY's request for additional information.

Upon request by GRANTOR, GRANTEE shall provide any project completion reporting, date, and/or performance measures to designated staff from the Dane County Department of Human Services' (DCDHS) Housing Access and Affordability Division (HAA).

EXHIBIT D
County LURA (ERA)

See attached.

EXHIBIT E
Tenancy Addendum

See attached.

Tenancy Addendum Cinnaire Solutions Corporation

Cinnaire Solutions Corporation, a Michigan nonprofit corporation, is committed to the following in operating your apartment community:

Safety. Your safety, the safety of your family members and household, your guests, and the larger community in which you'll live is our highest priority. Our rules reflect that. Threatening or action behaviors that compromise safety won't be tolerated.

Community. Community is rooted in trust and fellowship and getting to know one another. We are committed to encouraging access and enjoyment of the property to the point that individuals treat one another and the property with respect and dignity. Destruction of property not only is costly to repair, it takes away from your neighbor's ability to have pride in their community.

Growth. We recognize that many of our residents come from hard circumstances. We are committed to healing and helping people grow, but we need their help in that growth - we can't do the work for them. Our consequences are meant to make sure that we have the right level of respect and freedom, and not intended to be too severe and punitive.

Efficacy. This means that the property must remain in business to serve others. Your rent pays for insurance, utilities, snow removal, and security. When the property is damaged it must be repaired. When you don't pay your rent or treat property with respect our ability to continue to provide needed affordable housing is jeopardized. We also understand that accidents happen and sometimes you might not be able to pay your rent in a timely manner. Please reach out to your property manager as soon as you know you have an issue so that they may help find a solution.

- a. **Security Deposits.** The amount of a security deposit shall not be more than one month's rent.
- b. **Late Rent.** Your portion of the rent is due on the first day of the month. If part of your rent is paid by a county or CDA voucher and is late, that won't be held against you unless you haven't provided information they need, though property management may ask you to help the agency get on track with your portion. Failure to pay your portion by the 5th day of the month may result in the property manager issuing you a "30-day notice," which notifies you that you must make arrangements with the property manager to pay your rent to become current.

This may include a payment plan. It is the responsibility of the resident and property manager to ensure that any such plan is in writing.

Failure to address a thirty-day notice or adhere to the terms agreed upon in a resulting payment plan may result in a 30-day pay or quit notice for the first violation and a 30-day quit notice with no right to cure for a subsequent violation if occurring within a one-year period.

- c. **Fees and Other Fees.** Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the resident's portion of the monthly rent. Other penalty fees are prohibited. All other fees must be directly related to the cost for a specific amenity or service provided to the resident and comply with all applicable laws.

- d. **Rights of Youth to Access Common Spaces.** Youth under the age of 18 are given the ability to use and enjoy common areas without supervision. This does not preclude reasonable rules to ensure the safety of children and youth. Property management reserves the right to restrict access if unsupervised youth cause property damage or hamper the quiet enjoyment of other residents in the community.

- e. **Good Cause for Termination.** A tenancy may not be terminated during or at the end of the lease unless there is good cause. Good cause is defined to include the following: (i) a serious violation of the lease; (ii) repeated minor violations of the lease; or (iii) a refusal to re-certify program eligibility. Repeated means a pattern of minor violations, not isolated incidents. Termination notices and procedures shall comply with Chapter 704 of Wisconsin Statutes and federal law, when applicable. Written notice is required for non-renewal and shall include the specific grounds for non-renewal and the right of the resident to request a meeting to discuss the non-renewal with the landlord or landlord's property management agent within fourteen (14) days of the notice. If requested by the resident, property management will meet with the resident and/or a designated representative to discuss the non-renewal, allow the resident to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.

- f. **Reasonable Guest Rules.** Residents have the right to have guests. In the event property management establishes rules related to guests, they must be reasonable.

Unreasonable rules include but are not limited to the following:

- a. Prior authorization of guests by the property management, unless the guest is staying for an extended period (e.g. more than 2 weeks). In such case, according to programmatic rules, resident should be on the lease and this may conflict with occupancy eligibility rules.
- b. Prohibition on overnight guests.
- c. Requiring that the resident be always with the guest on the property.
- d. Subjecting caregivers, whether caring for a child or children, or an adult with disabilities, to limitations on the number of days for guests.

Property management may ban a person who is not a resident from the rental premises if the person has committed violent criminal activity or drug related criminal activity at rental premises or has made threats against a resident or guest of a resident. Residents will receive written notice of any such banned guests and may appeal in writing. Property management will consider community and safety in highest regard when weighing such appeal.

A resident may not invite or allow a banned person as a guest on the premises.

A resident who violates the guest policy may be given a written warning detailing the facts of the alleged violation. The written warning shall detail the violation and warn the resident that repeated violations may result in termination of tenancy. Residents that repeatedly violate the guest policy, (e.g. two (2) or more violations within a twelve (12) month period) may be issued a notice of termination in accordance with state and federal law.

Nothing in this policy limits a person's right to pursue a civil order for protection against another individual.

- g. **Parking Policies.** Parking policies and practices must comply with applicable laws. Property management shall make reasonable efforts to ensure that vehicles shall not be towed to a location that is more than six (6) miles from the rental premises, unless there is not a towing company with a tow location available within six (6) miles.
- h. **You have access to support and you have rights.** If you have a setback please reach out to your support service coordinator. The tenant resource center (www.tenantresourcecenter.org) is a great resource to understand your rights under the law - your service coordinator can help you with access.
- i. **Subject to Applicable Laws.** These tenancy addenda are subject to change with 30 days' notice as prompted by local, state, or federal laws.
- j.

**LAND USE RESTRICTION
AGREEMENT
(ERA)**

Document Number

Document Name

THIS LAND USE RESTRICTION AGREEMENT (the “Agreement”) is made and entered into as of the [] day of May, 2024, by CSC Madison East, LLC, a Wisconsin limited liability company and its successors and assigns (“Owner”) in favor and for the benefit of County of Dane, a Wisconsin quasi-municipal corporation, and its successors and assigns (“County”).

RECITALS:

WHEREAS, Owner owns the property legally described on Exhibit A which is attached hereto and incorporated by reference (the “Property”), and located at 715 Rethke Avenue, Madison, Wisconsin 53714;

WHEREAS, Owner has acquired a 60-unit affordable housing development on the Property (the “Development”);

WHEREAS, County is conveying its ownership interest in the Property and a condominium unit located on the Property to Owner pursuant to that certain Purchase and Sale Agreement, dated as of May ____, 2024, by and between Owner and County (the “Purchase Agreement”); and

WHEREAS, as a condition precedent to County entering into the Purchase Agreement, County requires that Owner restrict the use of the Development as hereinafter described (the “Restrictions”).

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby covenants and agrees on behalf of itself and its successors in title to the Property, Development, and/or interest in Owner, as follows:

AGREEMENT:

ARTICLE 1

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE OWNER

The Owner represents, warrants, covenants and agrees as follows:

- 1.1 Application. The Restrictions set forth herein shall be applicable to the residential units within the Development (collectively, the “Apartments” and each an “Apartment”).
- 1.2 Authority. Owner has the full legal right, power, and authority to execute and deliver this Agreement and to perform all the undertakings of Owner hereunder.
- 1.3 Information Correct. The information set forth in this Agreement, including the Recitals, is true and correct as of the date hereof. Owner will promptly notify County upon the occurrence of any act or omission that immediately, or with the passage of time, makes any statement(s) herein untrue or incorrect in any material way.

Recording Area

Drafted by and Return to:
Susan Rauti
Assistant Corporation Counsel
City County Building, Room 419
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

251/0810-324-3036-6
Parcel Identification Number (PIN)

- 1.4 Conflicting Agreements. Owner has not and shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof. In any event, Owner represents, warrants, covenants, agrees, and acknowledges that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.
- 1.5 Use of the Development. Owner shall not permit the use of any Apartment in the Development for any purpose other than as rental housing and shall not take any action which would in any way otherwise impair the use of the Development as described in this subsection.
- 1.6 Non-Discrimination. Owner shall comply with all federal, state, and local fair housing laws, rules and regulations as now or hereafter in effect and shall not discriminate upon any basis prohibited by law in the lease, use, or occupancy of the Development or in connection with the employment or application for employment of persons for the operation and management of the Development or refuse to lease an Apartment to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such holder. The Owner agrees to administer the Development to affirmatively further fair housing.
- 1.7 Occupancy Restrictions. There is a Land Use Restriction Agreement for Low-Income Housing Tax Credits entered into between Rethke Washington, LLC and WHEDA, dated March 2, 2017, and filed in the office of the Register of Deeds for Dane County, Wisconsin as Document Number 5311728 on March 13, 2017 (the "WHEDA LIHTC LURA"). Until May 30, 2046, Owner shall, at all times, ensure that all units will be occupied by very low-income families, as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 USC 1437a(b)) or ensure compliance with the WHEDA LIHTC LURA, whichever is more stringent.
AND ANY AMENDMENTS THERETO
- 1.8 Evidence of Tenant Income. The Owner shall provide to the County the same evidence of Qualifying Tenant income that the Owner provides to WHEDA, to the fullest extent permitted by applicable law, and on the same terms and conditions that the Owner is required to provide the same to WHEDA, pursuant to the WHEDA LURA. SHR 5/22
CS 5/22/24
- (a) The Owner shall obtain and maintain on file, as a condition to occupancy for each person who is intended to be a Qualifying Tenant, an Income Certification in a form acceptable to the County; which form may change from time to time (the "Income Certification"). In addition, the Owner shall obtain from each Qualifying Tenant whatever other information, documents, or certifications are deemed necessary by the County to substantiate the Qualifying Tenant's Income Certification.
- (b) The form of lease to be utilized by the Owner in renting any Apartments in the Development to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease, subject to the eviction process required by Wisconsin law, for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Income Certification or the failure by such Qualifying Tenant to execute an Income Certification initially and on an annual basis.
- (c) Income Certifications shall be maintained and accessible to the County with respect to each Qualifying Tenant who resides in an Apartment, and the Owner shall, promptly upon request, file a copy thereof with the County.
- (d) The status of a tenant as a Qualifying Tenant shall be determined no less frequently than annually.
- 1.9 Intentionally Deleted.
- 1.10 Monitoring by the County.
- (a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the County to inspect any books and records of the Owner

regarding the Development and with respect to the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement.

- (b) The Owner shall submit any other information, documents, or certifications requested by the County that the County may deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of this Agreement and the Grant Agreement.

- 1.11 Reporting Requirements. Upon written request by County, Owner shall provide or make available to County an annual written report which shall include the following information: (a) number of tenants currently residing in the Development, (b) how many Apartments are rented to tenants with household incomes at 60%, 50%, and 30% of the AMI as determined by the HUD, (c) the number of eviction actions filed and the reason for each eviction, (d) the number of eviction notices issued to the tenants in the twelve months preceding the eviction filing, (e) the number of eviction judgments granted, writs executed, and/or other case resolutions (e.g. vacated prior to execution of writ or allowed to stay with conditions), (f) tenant demographic information, (g) applicants accepted from the Community-wide Priority List for Housing, in a form supplied by the County, and (h) any other information reasonably requested by the County in writing that may affect the status of the Development or would be necessary for determining Owner's compliance with the terms, covenants, and condition of this Agreement. The report described in this section shall be due to the County no later than February 15 and shall reflect the period from January 1 to December 31 of the previous calendar year.

Owner shall provide to County, upon written request by County, a quarterly written report which shall, in a format approved by County, at a minimum, include the following information:

- Number of rental units in the project.
- Number of rental units funded by ERA2.
- Number of units serving very low-income families.
- Description of income limitation on rental units funded by ERA2.
- Units limited to specific populations (e.g. elderly, domestic violence survivors).
- Period of legally enforceable income limitation for ERA2 funded rental units.
- Period of legally enforceable income limitation for any non-ERA2 funded rental units.
- Other federal funds used for the project.
- Certification that the project is in compliance with the Low-Income Housing Tax Credit program.
- Estimated portion of the total costs of the affordable rental housing project that has been/will be paid with ERA2 funds.

Quarterly reports shall be due to the County no later than 5 days after the end of the previous quarter.

- 1.12 Lien Priority. Owner shall not permit a lien or other encumbrance to exist with priority senior to this Agreement without the County's prior written consent (other than the WHEDA LURA and such other items recorded on title as of the date hereof that are expressly acceptable to the County, expressly including senior mortgage documents including, without limitation, such items are contained on Exhibit B hereto).
- 1.13 Organizational Documents. Owner has provided or will (within 30 days after the respective effective date) provide to the County its organizational documents (including without limitation articles of incorporation, articles of organization, certificate of partnership, bylaws, operating agreement, or partnership agreement, as applicable) and any amendments thereto during the term of this Agreement to the extent such amendments affect the control of the Owner or distributions due to the Owner; provided, however, Owner will endeavor to provide all amendments to its organizational documents to County, but it shall not be a violation of this Agreement if Owner

fails to provide the notice or amendments to its organizational documents to the extent the amendments are ministerial in nature.

- 1.14 Notice to County. Promptly upon discovering any existing violation of any of the covenants, restrictions, and representation set forth herein, Owner shall notify the County in writing of such violation. In the event that Owner becomes aware of any situation, event, or condition, which would result in noncompliance of the Development with this Agreement, Owner shall promptly give written notice thereof to the County and take any lawful action to cause the Development to comply with this Agreement.
- 1.15 Tenancy Addendum. The Owner and the County have agreed to a form of tenancy addendum, which the Owner will affix to all leases.
- 1.16 Omitted Intentionally.
- 1.17 Omitted Intentionally.
- 1.18 Omitted Intentionally.
- 1.19 Omitted Intentionally.
- 1.20 Omitted Intentionally.

ARTICLE 2 EVENTS OF DEFAULT: REMEDIES

- 2.1 Events of Default. If County becomes aware of a violation of any of the provisions hereof, it shall give immediate written notice thereof to Owner directing Owner to the remedy the violation within a reasonable specified period of time, which will be a minimum of 90 days from the date of the notice. If any violation of this Agreement is not corrected to the satisfaction of the County within the period of time specified by the County in the notice described above, the County shall have the right, without further notice, to declare an event of default (“Event of Default”) under this Agreement. Owner’s investor member shall be given the opportunity to remedy any violation described herein on the same terms as the Owner, and any remedy tendered by the investor member shall be accepted or rejected by the County as if offered by the Owner.
- 2.2 Remedies. During the occurrence of an Event of Default that continues beyond any applicable notice and cure period, the County shall have the right to apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement or any other remedies at law or in equity or any such other action as shall be necessary or desirable so as to correct noncompliance with this Agreement. The Owner hereby acknowledges that the County and the other beneficiaries of this Agreement hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 Term of Agreement. The term of this Agreement and the restrictions imposed hereby shall commence upon the issuance of a certificate of occupancy for the Development. The term shall end as referenced in Section 1.7.
- 3.2 Early Termination. Notwithstanding the provisions of Section 3.1 above, this Agreement and the restrictions imposed hereby shall terminate upon the date the Development is acquired by foreclosure (or instrument in lieu of foreclosure).

ARTICLE 4 MISCELLANEOUS

- 4.1 Recitals Incorporated by Reference. The Recitals set forth above are hereby incorporated by reference and made part of this Agreement.
- 4.2 Covenants Run With the Land; Successors Bound. This Agreement shall be recorded in the real property records of the for Dane County, Wisconsin. This Agreement shall run with the land and bind the Owner and its successors and assigns and all subsequent owners of the Development and all holders of any other interest therein.
- 4.3 Reliance by the County. The Owner hereby agrees that the Owner's representations and covenants set forth herein may be relied up on by the County. The County may conclusively rely upon statements, certificates, and other information provided by the Owner and the Qualifying Tenants, and upon audits of the books and records of the Owner or the Development.
- 4.4 Release. The Owner hereby releases the County from any claim, loss, demand, or judgment arising out of the exercise in good faith of the County of any rights or remedies granted to the County under this Agreement. Specifically, the Owner acknowledges and agrees that it is the Owner's sole responsibility to ensure that this Agreement constitutes an Extended Low Income Housing Commitment.
- 4.5 Amendment. This Agreement may be amended only in writing as mutually agreed by Owner and the County.
- 4.6 Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth in the Grant Agreement, or to such other place as a party may from time to time designate in writing. The County and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notices to the Owner shall also be sent to the Owner's investor member for so long as the Owner has a low-income housing tax credit investor and senior lender, with such notices being sent to the following addresses:

If to Owner:

CSC Madison East, LLC
c/o Cinnaire Solutions Corporation
10 East Doty Street, Suite 617
Madison, Wisconsin 53703
Attn: Christopher J. Laurent

With copies to:

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 700
Madison, Wisconsin 53703
Attn: Joseph D. Shumow

If to County:

Dane County
Attn: Dane County Department of Human Services' Housing Access and Affordability Division Housing Accessibility
City County Building, Room 421
210 Martin Luther King Jr., Blvd.
Madison, Wisconsin 53703

With a copy to:

Office of the Corporation Counsel
City County Building, Room 419
210 Martin Luther King Jr., Blvd.
Madison, Wisconsin 53703

- 4.7 Definitions and Interpretation. All the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof. The titles and headings of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall not be considered or given any effect in construing this instrument or any provision hereof or in ascertaining intent, if any questions of intent should arise.
- 4.8 Governing Law. This Agreement shall be governed by the laws of the state of Wisconsin and, where applicable, the laws of the United States of America.
- 4.9 Severability. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.
- 4.10 Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

[Signature Page Follows]

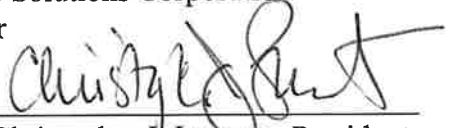
IN WITNESS WHEREOF, the OWNER executed this Agreement as of the date first above written.

OWNER:

CSC Madison East, LLC, a Wisconsin limited liability company


By: CSC Taxable, LLC,
Its: Managing Member

By: Cinnaire Solutions Corporation
Its: Manager

By: 
Christopher J. Laurent, President

STATE OF WISCONSIN)
) ss
DANE COUNTY)

Personally came before me this 10th day of May, 2024, the above named Christopher J. Laurent to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My Commission: is permanent



IN WITNESS WHEREOF, COUNTY executed this Agreement as of the date first above written.

COUNTY OF DANE, WISCONSIN
a Wisconsin county and body corporate pursuant to Chapter 59
of the Wisconsin Statutes

By: _____
Name: Jamie Kuhn
Title: Dane County Executive

STATE OF WISCONSIN)
) ss
DANE COUNTY)

Personally came before me this ____ day of _____, 2024, the above named _____ and _____ of County of Dane, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public .State of Wisconsin
My Commission: _____

EXHIBIT A
TO LAND USE RESTRICTION AGREEMENT

LEGAL DESCRIPTION

[To be updated]

[Unit 1 and Unit 2 Rethke Avenue Condominium created by a "Declaration of Condominium" recorded June 22, 2016 in the office of the Register of Deeds for Dane County, Wisconsin, as Document No. 5244264, being Lot 1, Certified Survey Map 13997 recorded in Volume 93 of Certified Survey Maps, page 246, as Document No. 5161805, located in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 8 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, together with together with fee simple ownership in the land on which Rethke Avenue Condominium are located.]

Tax Key No. 251/0810-324-3036-6

Address: 715 Rethke Avenue Madison, WI 53714

EXHIBIT B
TO LAND USE RESTRICTION AGREEMENT

PERMITTED EXCEPTIONS

[To be completed based on CO-14972]

1. Easements contained in Warranty Deed to Dane County, Wisconsin recorded January 8, 1953, in Volume 589, page 335, as Document No. 847149.
2. A leasehold as created by that certain lease dated June 19, 2015, executed by Dane County, Wisconsin, as lessor, and Rethke Washington, LLC, a Wisconsin limited liability company, as lessee, as referenced in the document entitled Memorandum of Ground Lease, which was recorded June 23, 2015 as Document No. 5162124, for the term, upon and subject to all the provisions contained in said document, and in said lease.
3. Recitals as shown on Certified Survey Map No. 13997 recorded June 22, 2015, in Volume 93 of Certified Survey Maps, page 247, as Document No. 5161805. Reference is hereby made to said document for full particulars.
4. Declaration of Conditions, Covenants and Restrictions for Maintenance of Stormwater Management Measures recorded June 23, 2015 as Document No. 5162123.
5. Land Use Restriction Agreement recorded June 24, 2015, as Document No. 5162307; modified by partial release recorded June 23, 2016 as Document No. 5244871.
6. Retention / Repayment Agreement for Rental Projects using low income housing tax credits (LIHTC's) recorded June 24, 2015 as Document No. 5162451; modified by partial release recorded June 23, 2016 as Document No. 5244868.
7. Nonexclusive Installation and Service Agreement recorded November 20, 2015 as Document No. 5199034. Liability for assessments, expenses, charges, fines, penalties, costs and levies asserted under the Unit Ownership Act of the State of Wisconsin and Declaration of Condominium and By-laws adopted pursuant thereto or any amendments thereto.

Reservations, conditions, easements, covenants, uses, options, agreements, limitations on title and all other provisions contained in or incorporated by reference to that certain Declaration of Condominium of Rethke Avenue Condominium and exhibits thereto, dated June 22, 2016 and recorded June 22, 2016 in the Office of the Register of Deeds for Dane County, Wisconsin as Document No. 5244264, and By-Laws of the Condominium Homeowners Association

8. Provisions and Limitations of the Unit Ownership Act of the State of Wisconsin.
9. Recitals as shown on Condominium Plat recorded June 22, 2016 as Document No. 5244265. Reference is hereby made to said document for full particulars.
10. Right of Way Grant Underground Electric recorded August 22, 2016 as Document No. 5260874
11. Land use Restriction Agreement for Low-Income Housing Tax Credit recorded March 13, 2017 as Document No. 5311728.
12. [Add new City Funding/CSC Sponsor Mortgage]
13. [Add new County Funding/CSC Sponsor Mortgage]

14. [Add new WHEDA Funding]
15. Utility easements serving the property.