

Dane County Contract Cover Sheet

Revised 03/2025

Res 086
Significant

BAF # 25178
Acct: Seitz
Mgr: J Wuthrich
Budget Y/N: N

Dept./Division	Human Services /Housing Access and Affordability		
Vendor Name	Dane County Housing Authority	MUNIS #	1827
Brief Contract Title/Description	Agreement between Dane County and Dane County Housing Authority (DCHA) relating to owner-occupied housing funding. The agreement authorizes DCHA to make funds available to Madison Area Community Land Trust (MACLT).		
Contract Term	Signature Date - 6/30/2029		
Contract Amount	\$ 2,000,000.00		

Contract # Admin will assign	15900
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	Contract Coordination Assistant	Name	Karyn Knaak
Phone #	608-242-6200	Phone #	608-224-3636
Email	dcdhscontracts@danecounty.gov	Email	kknaak@dcha.net
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$13,001 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		


MUNIS Req.	Req #	2169	Org:HSCAPPRJ	Obj: 51145	Proj:	\$ 2,000,000.00
			Org:	Obj:	Proj:	
	Year	2025	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		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res #	086
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2025

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


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 7.8.25

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 7/9/25	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, July 10, 2025 5:00 PM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15900
Attachments: 15900.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/11/2025 8:27 AM	Approve: 7/11/2025 8:28 AM
	Rogan, Megan	Read: 7/11/2025 8:12 AM	
	Cotillier, Joshua		Approve: 7/14/2025 11:37 AM
	Oby, Joe		

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

Contract #15900
Department: Human Services
Vendor: Dane County Housing Authority
Contract Description: Agreement to authorize vendor to make funds available to Madison Area Community Land Trust (Res 086)
Contract Term: 7/1/24 – 6/30/29
Contract Amount: \$2,000,000.00

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.

Goldade, Michelle

From: Rogan, Megan
Sent: Wednesday, July 23, 2025 11:04 AM
To: Goldade, Michelle
Subject: Approve: Contract #15900

**APPROVING AGREEMENT BETWEEN DANE COUNTY AND THE DANE COUNTY
HOUSING AUTHORITY PURSUANT TO AFFORDABLE OWNER-OCCUPIED HOUSING
DCDHS – HAA DIVISION**

The 2025 Dane County capital budget allocated funding of \$2,000,000 to provide a grant to the Dane County Housing Authority (DCHA) to make funds available to Madison Area Community Land Trust (MACLT) to support their efforts to offer permanent affordable owner-occupied housing. A minimum of \$1 million shall be used to provide affordable home ownership opportunities in Dane County communities outside of the City of Madison. Properties acquired using these funds will be made available to households at or below 50% of area median income.

MACLT anticipates developing at least 7 units of single-family housing on acquired parcels. Completed homes will be sold to homebuyers with a household income no higher than 50 percent Dane County median income. MACLT will own the land under the completed units and the homebuyers will lease the land from MACLT using a 98-year renewable lease. Homebuyers who purchase a unit from MACLT commit to selling the house at an affordable price to next buyer based on a resale formula.

The county's support includes a grant from the county to the Dane County Housing Authority (DCHA). The housing authority will then make a loan(s) to MACLT as sites are acquired. DCHA will receive an administrative fee of 3% of the loan for each parcel. The administrative fee is included in the award amount. DCHA will forgive the loan(s) at time of sale of completed home to income-eligible buyers.

NOW, THEREFORE, BE IT RESOLVED that the County Executive, County Clerk and County Real Estate staff are authorized to execute the grant agreement, and that the Dane County Controller's Office is authorized to make payments related to the execution of the grant agreement.



DANE COUNTY CONTRACT # 15900

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into, by and between the County of Dane (hereafter referred to as "GRANTOR") and Dane County Housing Authority (hereafter, "GRANTEE"),

WITNESSETH:

WHEREAS, pursuant to Wisconsin law, GRANTOR may make grants to GRANTEE who can then make loans directly to developers of affordable housing projects;

WHEREAS, in Fiscal Year 2025, the Dane County Capital Budget includes funding for the GRANTEE to make funds available to Madison Area Community Land Trust. (MACLT) to be used for the development of affordable housing;

WHEREAS, GRANTOR, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703, has allocated funds in support of GRANTEE's project to provide financing to Madison Area Community Land Trust (MACLT) in support of the construction or rehabilitation of owner-occupied housing for low-income households; and

WHEREAS GRANTEE, is a quasi-municipal corporation created pursuant to section 59.53(22) of the Wisconsin Statutes (optional), whose address is 2917 International Lane, Madison and is able and willing to complete such a project;

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 as of June 30, 2029 (Expiration Date") unless terminated pursuant to this Agreement. All acquired properties must be sold to eligible buyers by the expiration date. All funds must be expended by July 31, 2028.

II. PURPOSE AND SCOPE:

A. In consideration of a grant in the amount of \$2,000,000 ("Grant Funds"), GRANTEE agrees to loan funds to MACLT for the purpose of MACLT to acquire vacant land or existing housing stock in need of rehabilitation ("Project"). 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 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. Grant funds may only be used for Eligible Expenses. "Eligible Expenses" are those reasonable expenses that are: directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work. In addition to property acquisition, eligible expenses shall include reasonable appraisal, title insurance, title closing, realtor, recording fees, and rehabilitation and/or construction costs;

C. 2. GRANTEE will return to GRANTOR 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, GRANTOR may deduct the appropriate amount from subsequent payments due to GRANTEE from GRANTOR. GRANTOR 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. 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.

IV. 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.

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. Inability of GRANTEE to 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.

V. REPORTS: GRANTEE agrees to make such reports as are required in the attached Exhibit C, which is fully incorporated herein by reference. With respect to such 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.

VI. 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.

VII. 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 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. Workers' Compensation:

GRANTEE agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

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.

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.

VIII. 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.

IX. 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.

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. 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.

X. COMPLIANCE WITH FAIR LABOR STANDARDS.

A. Reporting of Adverse Findings. During the term of this Agreement, GRANTEE shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that RECIPIENT has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects GRANTEE'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, COUNTY may take such action.

B. Appeal Process. GRANTEE may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement. GRANTEE shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XI. CUMULATIVE REMEDIES:

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

XII. COVENANTS AND CONDITIONS:

Each provision of this Agreement performable by any Party shall be deemed both a covenant and a condition.

XIII. AUTHORITY:

The Parties represent and warrant that each party is a duly authorized and existing municipal, quasi-municipal, or private corporation, that each party has and is qualified to transact business in Wisconsin, that the each party has full right, authority and power to enter into this Agreement and to perform its obligations thereunder, that each person signing this Agreement on behalf of the organization is authorized to do so and that this Agreement is binding upon the organization in accordance with its terms.

XIV. SEVERABILITY.

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XV. 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, 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. GRANTEE 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. The parties may make electronic signatures by typing the name of the

authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by GRANTEE. GRANTEE shall ensure that only authorized persons may affix electronic signatures to this Agreement and GRANTOR may rely that the electronic signature provided by GRANTEE 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 by which all parties hereto have affixed their respective signatures, as indicated below.

FOR GRANTEE:



Karyn Knaak, Executive Director

7/2/2025
Date

* * *

FOR GRANTOR:

Melissa Agard, Dane County Executive

Date

Scott McDonell, Dane County Clerk

Date

EXHIBIT A

SCOPE OF WORK

Services Description

Provide funding to MACLT for the acquisition of vacant land, or existing housing stock in need of rehabilitation, and necessary construction costs to create affordable owner-occupied housing. The constructed, or rehabbed, homes shall be sold to income eligible buyers at or below 50% area median income (AMI) under MACLT's eligibility criteria. MACLT's eligibility criteria shall be approved by GRANTOR. Any development partnerships entered into by MACLT for development of acquired sites shall be approved by GRANTOR in writing. Eligible buyers will purchase improvements from MACLT, who will retain ownership of the underlying land. GRANTEE shall provide funds to MACLT in the form of a deferred, forgivable loan secured against acquired properties and released at times of sale to eligible buyers. A minimum of \$1,000,000 of funds shall be used to create affordable homeownership opportunities outside the City of Madison.

I. GRANTEE'S RESPONSIBILITIES:

Prior to & at Site Acquisitions GRANTEE shall:

- A. GRANTEE shall enter into written agreement with MACLT (Exhibit D)
- B. GRANTEE shall provide GRANTOR with MACLT's relevant insurance coverage for GRANTOR's approval.
- C. GRANTEE shall provide GRANTOR contract manager with potential acquisition sites identified by MACLT. GRANTOR will verify that identified site is not located in a floodplain or runway clear zone and notify GRANTEE if MACLT may proceed with acquisition.
- D. GRANTEE shall provide GRANTOR with MACLT's documentation for demonstrating compliance with applicable relocation provisions of the State of Wisconsin statutes specified at Wis. Stat. §§ 32.185-32.27 & Wis. Admin. Code Ch. Adm 92 for GRANTOR's review.
- E. If MACLT moves forward with acquisition of site, GRANTEE shall provide GRANTOR contract manager with MACLT's board of directors' approvals of projects.
- F. GRANTOR agrees to grant to GRANTEE monies specifically for GRANTEE to lend to MACLT for the purpose of MACLT's acquisition of identified sites, and related reasonable closing costs to include costs associated with appraisal, title insurance and closing, realtor and recording fees; and costs related to construction/or rehab on acquired sites to create affordable owner-occupied housing. The loans shall be secured by a deferred forgivable note, mortgage, and land use restriction agreement. Loan amount shall be based on purchase price and closing costs reflected on draft settlement statement plus anticipated construction or rehabilitation costs.

- G. At least fourteen (14) days prior to closing and prior to GRANTOR releasing the monies, the GRANTEE shall provide listed documentation from MACLT:
- a. Offer to purchase;
 - b. Final sources and uses;
 - c. Evidence of all financing necessary to complete project, if applicable;
 - d. Estimated sales price at project completion. Estimated sales price should demonstrate completed projects will be affordable to households at or below 50% AMI;
 - e. Final project budget, and copies of contractor/subcontractor agreements or estimates; and
 - f. Request for initial reimbursement.
- H. At least seven (7) days prior to closing and prior to GRANTOR releasing the monies, the GRANTEE shall:
- a. Submit to GRANTOR a standard ALTA commitment for a loan policy of title insurance in the amount of Loan for such property, which will be subject only to municipal and zoning ordinances and any other encumbrances acceptable to the GRANTOR (the "Permitted Encumbrances");
 - i. The GRANTOR shall have the right to request removal of exceptions to the title commitment, and request title policy endorsements reasonably determined necessary to secure GRANTOR mortgage at the expense of MACLT.
 - b. Provide evidence of MACLT's property insurance as required by the Mortgage listing the GRANTEE as mortgagee. GRANTEE agrees to provide evidence of property insurance annually before expiration of current policy, until such property have been sold to income eligible homebuyers;
 - c. List of the proposed final order of recording all documents; and
 - d. Provide GRANTOR with a draft Settlement Statement with the final copy to be delivered at Closing.
- I. Prior to initial loan closings:
- a. GRANTOR will disburse funds through direct deposit to GRANTEE for GRANTEE to provide to MACLT in accordance with any agreements between GRANTEE and MACLT.
- J. GRANTOR will provide Land Use Restriction Agreement, Mortgage, and Promissory Note to be executed at closing. These forms will be emailed to Title company closer with a carbon copy ("CC") to GRANTEE and MACLT. MACLT shall execute a Mortgage, Promissory Note, and a LURA for the Properties, each in a form acceptable by GRANTOR. The Mortgage and Land Use Restriction Agreement shall be recorded by MACLT. Failure to ensure the recording of either the Mortgage or the Land Use Restriction shall be considered an Event of

Default. At time of transfer to eligible buyer, GRANTEE shall forgive loan to MACLT, and release recorded mortgage for the site.

- a. The Land Use Restriction Agreement shall be recorded on the Property before any other documents creating an encumbrance upon the Property, except the documents evidencing the first mortgage or construction loan to the MACLT, and other documents if determined necessary or acceptable by the GRANTOR. All recording fees shall be paid by the MACLT.
- b. Within fifteen (15) days of financial closing, GRANTEE shall provide the following in electronic format:
 - i. Copy of final signed Settlement Statement
 - ii. Copy of recorded Mortgage
 - iii. Copy of recorded LURA
 - iv. Copy of the Subordination Agreement, if applicable
 - v. Other related closing documentation signed at closing.

Prior to Sale to Eligible Buyer GRANTEE Shall:

- A. Ensure that completed projects meet all applicable state and local building codes.
- B. Provide GRANTOR Certificates of Occupancy issued by the municipality in which the projects are located, if new construction or gut rehabilitation. In case of acquisition-rehabilitation projects, property must receive a satisfactory Housing Quality Standards or other GRANTOR-approved inspection and, if applicable, Lead Clearance inspection performed by an inspector approved by GRANTOR.
- C. Ensure that all purchasing households income qualify as households earning at or less than 50% CMI. GRANTEE shall provide GRANTOR with income documentation process for approval.
- D. GRANTEE will ensure the completed units are sold to income eligible buyers as required in the LURA. The units will be subject to individualized Ground Leases with MACLT which will contain eligibility requirements for subsequent buyers, as well as a resale price formula. GRANTEE shall provide ground leases to GRANTOR for approval prior to sale to initial buyers.
- E. GRANTEE shall expend all funds by July 31, 2028, and all acquired properties shall be sold to eligible buyers by June 30, 2029.
- F. GRANTEE shall provide GRANTOR buyer demographics including income level, gender, and race.

EXHIBIT B

PAYMENT TERMS

GRANTOR shall disburse funding as indicated below.

1. GRANTOR will transfer to GRANTEE payment of up to \$2,000,000 total.
2. Upon GRANTEE providing the following documentation: sources and uses, offer to purchase, evidence of additional financing (if applicable), estimated sales price of completed housing unit, project budget and contractor agreements, title commitment, evidence of insurance, and draft settlement statement to GRANTOR, GRANTOR shall transfer to GRANTEE 90% of the loan amount plus 3% of the total loan as the administrative fee. Ten (10) percent of each loan shall be held back until completed housing unit is sold to eligible buyer. Additional inspections and title endorsements may be required dependent on scale of project.
3. Draws from the escrow accounts established for projects shall be submitted by GRANTEE on a form approved by GRANTOR, along with supporting documentation (e.g. contractor invoices). GRANTOR shall approve GRANTEE's disbursement from escrow account within 10 business days of receiving reimbursement request and documentation.
4. GRANTEE shall expend all funds by July 31, 2028.

EXHIBIT C

REPORTS

1. Annual status reports on acquired sites, and buyer demographics, in a form acceptable to GRANTOR will satisfy the reporting requirements for this grant agreement.
2. GRANTEE shall, upon written request GRANTOR, provide certification from MACLT that each building and all completed units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements.
3. GRANTEE shall provide supporting documents and records upon request by GRANTOR. GRANTEE shall retain supporting documentation and records for a period not less than seven (7) years from project completion.

Exhibit D

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into, by and between Dane County Housing Authority (hereafter referred to as "LENDER") and Madison Area Community Land Trust (MACLT) (hereafter, "BORROWER"),

WITNESSETH:

WHEREAS, BORROWER intends to acquire land and or existing properties for the purpose of constructing or rehabbing single-family owner-occupied housing for low-income households ("Project"); and

WHEREAS, LENDER, whose address is 2917 International Lane, Suite 201, Madison, has received a \$2,000,000 grant ("Grant Funds") from Dane County ("County") for the purpose of funding BORROWER's project; and

WHEREAS, LENDER intends to provide funds to BORROWER in the form of a deferred, forgivable loan secured against acquired property which shall be released at the time of sale to eligible buyer ("Loan Awards"), LENDER shall assess an administrative fee of 3% based on the Loan Award and LENDER shall retain the administrative fee;

WHEREAS BORROWER, is a Wisconsin nonprofit corporation created pursuant to section 59.53(22) of the Wisconsin Statutes, whose address is 902 Royster Oaks Dr #105, Madison WI 53714, and is able and willing to complete such a project;

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, LENDER and BORROWER 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 as of June 30, 2029 ("Expiration Date") unless terminated pursuant to this Agreement. All acquired properties must be sold to eligible buyers by Expiration Date.

II. PURPOSE AND SCOPE:

A. LENDER agrees to loan funds to BORROWER for the purpose of acquiring vacant land or existing housing stock in need of rehabilitation to be used as owner-occupied housing for income eligible households.

Notwithstanding any other provision of this Agreement to the contrary, LENDER shall not pay more than the amount of the total Grant Funds amounting to \$2,000,000 minus an administrative fee of 3% based on the Loan Awards.

B. BORROWER shall 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. Loan Awards may only be used for Eligible Expenses. "Eligible Expenses" are those reasonable expenses that are directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work. In addition to property acquisition, eligible expenses shall include reasonable appraisal, title insurance, title closing, realtor, recording fees, and rehabilitation and/or construction costs;

C. 2. BORROWER will return to the LENDER or its designee any Loan Award used by BORROWER to pay for ineligible expenses or amounts in excess of the Loan Award. If BORROWER fails to return excess funds, the LENDER may deduct the appropriate amount from subsequent payments due to BORROWER from the LENDER. The LENDER also reserves the right to recover such funds by any other legal means including litigation if necessary.

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

III. ASSIGNMENT:

BORROWER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of LENDER unless otherwise provided herein.

IV. TERMINATION:

- A. Failure of BORROWER to fulfill any of its obligations under this Agreement in a timely manner, or violation by BORROWER of any of the covenants or stipulations of this Agreement, shall constitute grounds for LENDER to terminate this Agreement by giving a thirty (30) day written notice to BORROWER.
- B. The following shall constitute grounds for immediate termination:
 - a. Violation by BORROWER of any State, Federal or local law, or failure by BORROWER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - b. Failure by BORROWER to carry applicable licenses or certifications as required by law.
 - c. Failure of BORROWER to comply with reporting requirements contained herein.
 - d. Inability of BORROWER to perform the work provided for herein.
- C. In the event LENDER terminates this Agreement as provided in Subsections A & B, BORROWER shall, within thirty (30) days of termination of this Agreement, return to the LENDER the full amount of the Loan Awards minus any amount that should be paid to BORROWER for work that has been completed and which costs can be substantiated. LENDER may seek any and all other remedies available to it against the BORROWER.
- D. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out LENDER's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

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

VI. RELOCATION: BORROWER shall comply with applicable relocation provisions of the State of Wisconsin specified at Wis. Stat. §§ 32.185-32.27 & Wis. Admin. Code Ch. Adm 92. BORROWER shall provide copies of documents requested by LENDER.

VII. 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.

VIII. INSURANCE

A. BORROWER shall indemnify, hold harmless and defend County and LENDER, 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 LENDER and County, their officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of BORROWER'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 County or LENDER's, their agencies, boards, commissions, officers, employees or representatives. The obligations of BORROWER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and LENDER, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, BORROWER shall, at BORROWER'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, BORROWER agrees to preserve LENDER's subrogation rights in all such matters that may arise that are covered by BORROWER's insurance. Neither these requirements nor the LENDER's review or acceptance of BORROWER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the BORROWER under this Agreement. The LENDER expressly reserves the right to require higher or lower insurance limits where LENDER deems necessary.

1. Commercial General Liability:

BORROWER agrees to 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 BORROWERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list LENDER as an Additional Insured.

2. Commercial/Business Automobile Liability:

BORROWER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. BORROWER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event BORROWER does not own automobiles, BORROWER 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:

BORROWER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

4. Umbrella or Excess Liability:

BORROWER may 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. BORROWER agrees to list LENDER as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Upon execution of this Agreement, BORROWER shall furnish LENDER with a Certificate of Insurance listing Dane County Housing Authority as an additional insured and, upon request, certified copies of the required insurance policies. If BORROWER'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, BORROWER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. BORROWER shall furnish LENDER, annually on the policy renewal date, a certificate of Insurance as evidence of coverage. It is further agreed that BORROWER shall furnish the LENDER 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 BORROWER or LENDER may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by BORROWER. In the event any action, suit or other proceeding is brought against LENDER upon any matter herein indemnified against, LENDER shall give reasonable notice thereof to BORROWER and shall cooperate with BORROWER's attorneys in the defense of the action, suit or other proceeding. BORROWER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, BORROWER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of BORROWER.

D. The parties do hereby expressly agree that LENDER, acting at its sole option and through its Executive Director, 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 LENDER's Executive Director taking into account the nature of the work and other factors relevant to LENDER's exposure, if any, under this Agreement.

IX. 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 LENDER of any breach of the covenants of this Agreement or a waiver of any default of BORROWER and the making of any such payment by LENDER while any such default or breach shall exist shall in no way impair or prejudice the right of LENDER with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, BORROWER 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). BORROWER 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.

XI. COMPLIANCE WITH FAIR LABOR STANDARDS.

A. Reporting of Adverse Findings. During the term of this Agreement, BORROWER shall report to LENDER, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that BORROWER has violated a statute or regulation regarding labor standards or relations.

XII. CUMULATIVE REMEDIES:

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

XIII. COVENANTS AND CONDITIONS:

Each provision of this Agreement performable by any Party shall be deemed both a covenant and a condition.

XIV. AUTHORITY:

The Parties represent and warrant that each party is a duly authorized and existing municipal, quasi-municipal, or private corporation, that each party has and is qualified to transact business in Wisconsin, that the each party has full right, authority and power to enter into this Agreement and to perform its obligations thereunder, that each person signing this Agreement on behalf of the organization is authorized to do so and that this Agreement is binding upon the organization in accordance with its terms.

XV. SEVERABILITY.

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XVI. MISCELLANEOUS:

A. Registered Agent.

BORROWER 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 BORROWER's registered agent is readily available and current. BORROWER shall notify LENDER immediately, in writing, of any change in its registered agent, his or her address, and BORROWER'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, 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. BORROWER 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. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by BORROWER. BORROWER shall ensure that only authorized persons may affix electronic signatures to this Agreement and LENDER may rely that the electronic signature provided by BORROWER 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, LENDER and BORROWER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR BORROWER:

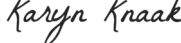

box SIGN 1X3WZ3L4-185YJ576

Olivia Williams, Executive Director

Jun 23, 2025

* * *

FOR LENDER:


box SIGN 1XX8WXZ6-185YJ576

Karyn Knaak, Executive Director

Jun 23, 2025

Date

EXHIBIT A

SCOPE OF WORK

Services Description

Provide funding to BORROWER for the acquisition of vacant land, or existing housing stock in need of rehabilitation, and necessary construction costs to create affordable owner-occupied housing. The constructed, or rehabbed, homes shall be sold to income eligible buyers at or below 50% area median income (AMI) under BORROWER's eligibility criteria. BORROWER's eligibility criteria shall be approved by LENDER. Any development partnerships entered into by BORROWER for development of acquired sites shall be approved by LENDER in writing. Eligible buyers will purchase improvements from BORROWER, who will retain ownership of the underlying land. LENDER shall provide funds to BORROWER in the form of a deferred, forgivable loan secured against acquired properties and released at times of sale to eligible buyers. A minimum of \$1,000,000 of funds shall be used to create affordable homeownership opportunities outside the City of Madison.

I. BORROWER'S RESPONSIBILITIES: BORROWER shall:

Prior to & at Site Acquisitions BORROWER shall:

- 1) Provide LENDER with potential acquisition sites identified by BORROWER.
LENDER will have Dane County verify that identified site is not located in the floodplain or runway clear zone and notify BORROWER if they may proceed with acquisition.
- 2) Provide documentation to demonstrate compliance with applicable relocation provisions of the State of Wisconsin specified at Wis. Stat. §§ 32.185-32.27 & Wis. Admin. Code Ch. Adm 92, if applicable.
- 3) If BORROWER moves forward with acquisition of sites, BORROWER shall provide LENDER with BORROWER's board of directors' approvals of projects.
- 4) LENDER agrees to loan to BORROWER monies specifically for BORROWER's acquisition of identified sites, related reasonable closing costs to include costs associated with appraisal, title insurance and closing, and realtor and recording fees; and costs related to construction/or rehab on acquired sites to create affordable owner-occupied housing. The loans shall be secured by a deferred forgivable note, mortgage, and land use restriction agreement. Loan amount shall be based on purchase price and closing costs reflected on draft settlement statement plus anticipated construction or rehabilitation costs.
- 5) At least fourteen (14) days prior to closing and prior to LENDER releasing the monies, the BORROWER shall provide:
 - a) Offer to purchase;
 - b) Final sources and uses;
 - c) Evidence of all financing necessary to complete project, if applicable;

- d) Estimated sales price at project completion. Estimated sales price should demonstrate completed projects will be affordable to households at or below 50% AMI;
 - e) Final project budget, and copies of contractor/subcontractor agreements or estimates; and
 - f) Request for initial reimbursement.
- 6) At least seven (7) days prior to closing and prior to LENDER releasing the monies, the BORROWER shall:
- a) Submit to LENDER a standard ALTA commitment for a loan policy of title insurance in the amount of Loan for such property, which will be subject only to municipal and zoning ordinances and any other encumbrances acceptable to the LENDER (the "Permitted Encumbrances");
 - i) The LENDER shall have the right to request removal of exceptions to the title commitment, and request title policy endorsements reasonably determined necessary to secure LENDER mortgage at the expense of BORROWER.
 - b) Provide evidence of property insurance as required by the Mortgage listing the LENDER as mortgagee. BORROWER agrees to provide evidence of property insurance annually before expiration of current policy, until such property have been sold to income eligible homebuyers;
 - c) List of the proposed final order of recording all documents; and
 - d) Provide LENDER with a draft Settlement Statement with the final copy to be delivered at Closing.
- 7) At initial loan closings:
- a) LENDER will disburse funds to BORROWER through title company.
 - b) LENDER will provide Land Use Restriction Agreement, Mortgage, and Promissory Note to be executed at closing. These forms will be emailed to Title company closer with a carbon copy ("CC") to BORROWER.
- 8) BORROWER shall execute a Mortgage, Promissory Note, and a LURA for the Properties, each in a form acceptable by LENDER. The Mortgage and Land Use Restriction Agreement shall be recorded by the Borrower. Failure to record either the Mortgage or the Land Use Restriction shall be considered an Event of Default. At time of transfer to eligible buyer, LENDER shall forgive loan to BORROWER, and release recorded mortgage for the site.
- a) The Land Use Restriction Agreement shall be recorded on the Property before any other documents creating an encumbrance upon the Property, except if determined necessary or acceptable by the LENDER in writing. All recording fees shall be paid by the BORROWER.
- 9) Within fifteen (15) days of financial closing, BORROWER shall provide the following in electronic format:
- a) Copy of final signed Settlement Statement
 - b) Copy of recorded Mortgage
 - c) Copy of recorded LURA
 - d) Copy of the Subordination Agreement, if applicable

e) Other related closing documentation signed at closing.

Prior to Sale to Eligible Buyer BORROWER Shall:

- 1) Ensure that completed projects meet all applicable state and local building codes.
- 2) Provide LENDER Certificates of Occupancy issued by the municipality in which the projects are located, if new construction or gut rehabilitation. In case of acquisition-rehabilitation projects, property must receive a satisfactory Housing Quality Standards or other LENDER-approved inspection and, if applicable, Lead Clearance inspection performed by an inspector approved by LENDER.
- 3) Ensure that all purchasing households income qualify as households earning at or less than 50% CMI. BORROWER shall provide LENDER with income documentation process for approval. Sales price for completed unit shall be affordable to household earning less than 50% and be calculated BORROWER and approved by LENDER.
- 4) BORROWER will ensure the completed units are sold to income eligible buyers as required in the LURA. The units will be subject to individualized Ground Leases with BORROWER which will contain eligibility requirements for subsequent buyers, as well as a resale price formula. BORROWER shall provide ground leases to LENDER for approval prior to sale to initial buyers.
- 5) BORROWER shall expend all funds by July 31, 2028, and all acquired properties shall be sold to eligible buyers by June 30, 2029.
- 6) BORROWER shall provide LENDER buyer demographics including income level, gender, and race.

EXHIBIT B PAYMENT TERMS

LENDER shall disburse funding as indicated below.

1. LENDER may transfer to BORROWER payment of up to \$2,000,000 total minus administrative fees of 3% based on the Loan Awards. A minimum of \$1,000,000 of funds shall be used to create affordable homeownership opportunities outside the City of Madison.
2. Upon BORROWER providing the following documentation: sources and uses, offer to purchase, evidence of additional financing (if applicable), estimated sales price of completed housing unit, project budget and contractor agreements, title commitment, evidence of insurance, and draft settlement statement to LENDER, LENDER shall transfer to BORROWER via an escrow account with approved title company the 90% of the loan amount. Ten (10) percent of each loan shall be held back until completed housing unit is sold to eligible buyer. Additional inspections and title endorsements may be required dependent on scale of project.
3. Draws from the escrow account shall be submitted by BORROWER on a form approved by LENDER, along with supporting documentation (e.g. contractor invoices). LENDER shall approve disbursement from escrow account within 10 business days of receiving reimbursement request and documentation.
4. BORROWER shall expend all funds by July 31, 2028.

EXHIBIT C REPORTS

1. Annual status reports on acquired sites, and buyer demographics, in a form acceptable to LENDER will satisfy the reporting requirements for this grant agreement.
2. BORROWER shall, upon written request LENDER, certify to BORROWER that each building and all completed units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements.
3. BORROWER shall provide supporting documents and records upon request by LENDER. BORROWER shall retain supporting documentation and records for a period not less than seven (7) years from project completion.

Amendment # HHN-C-01			
Sponsor:			
Oversight Committee Action:			
Personnel & Finance Action:			
Department:			
Program:		Supervisors Engelberger, Wegleitner	
		Health and Human Needs	
		Human Services	
		Capital Budget	
Motion: (revenue/expenditure/text effect) Increase expenditures and borrowing proceeds by \$2 million to support the Madison Area Community Land Trust in property acquisition, construction, and rehabilitation of properties for their permanent affordable home ownership program. Also add the following language to 2024 RES-145: "The 2025 Capital Budget includes \$2 million to support the Madison Area Community Land Trust efforts to offer permanent affordable owner occupied housing. A minimum of \$1M of the funds shall be used to provide affordable home ownership opportunities outside the City of Madison. Properties acquired using these funds will be made available to households at or below 50% of area median income."			
Line Item Detail:			
Org	Object	DESCRIPTION:	Amount
HSCAPPRJ	NEW	COMMUNITY LAND TRUST INVESTMENT	\$2,000,000
HSCAPPRJ	87947	BORROWING PROCEEDS	\$2,000,000
Intent/Justification This amendment implements strategies in the Regional Housing Strategy for providing more pathways to home ownership, particularly Strategy 17 to expand the use of community land trusts. Madison Area Community Land Trust provides housing to people, not for profit. MACLT's mission is to liberate land for the benefit of historically marginalized populations at the lowest incomes possible, preserve urban space for community use, and create deeply and permanently affordable homeownership opportunities for those typically exploited by the housing market. MACLT has over 60 permanently-affordable homes in their land trust, which remain affordable for low-income and first-time homebuyers over generations. MACLT owns the land under the home, and the homeowner leases the land from the CLT using a 98-year renewable ground lease. The homeowner agrees to pay it forward to the next buyer by selling the house at an affordable price based on a resale formula (initial purchase price + 1% simple interest per year home owned + qualified capital improvements). MACLT facilitates the sale of the home with an equity-focused policy for choosing the next buyer based on need, prioritizing those who have been systematically excluded from buying homes and targeting buyers considered "very low income," whose incomes are below 50% of the county median income.			
NET GPR EFFECT:			\$0

**DANE COUNTY BOARD OF SUPERVISORS
2025 CAPITAL BUDGET AMENDMENT**

Amendment # HHN-C-02	Supervisors Wegleitner, Fries Health and Human Needs Human Services Capital Budget		
Sponsor:			
Oversight Committee Action:			
Personnel & Finance Action:			
Department:			
Program:			

Motion:
(revenue/expenditure/text effect)

Increase expenditures and borrowing proceeds by \$10 million in the affordable housing development funding and add the following language to 2024 RES-145: "The Capital Budget includes \$20 million for the Affordable Housing Development Fund. These funds are designated to assist in the development of new or preservation of projects accessing Low Income Housing Tax Credits. Projects funded through the AHDF will have a minimum 40 year affordability period. The AHDF will prioritize the preservation of low-income housing by assisting projects where the LIHTC affordability period will expire. Funds should be used to , incentivize developments serving marginalized households with a housing first approach particularly households with criminal record barriers, child welfare or youth justice system involvement, and/or experiencing homelessness, and consider expansion of consumer protection, fair housing, accessibility, and sustainability provisions in county funding agreements. A draft of the RFP will be presented to the Health and Human Needs committee for feedback and recommendations prior to RFP issuance."

Line Item Detail:		DESCRIPTION:	Amount
Org	Object		
HSCAPPRJ	58720	AFFORDABLE HOUSING DEVELOPMENT FUND	\$10,000,000
HSCAPPRJ	84794	BORROWING PROCEEDS	\$10,000,000

Intent/Justification

The Dane County's Regional Housing Strategy (RHS) prioritizes increasing the number of units affordable to low income and moderate income households. Strategy 1 and Action Step 1.1 for this priority is to create and expand affordable housing development funds. RHS establishes a goal of producing 1,765 new affordable rental housing units annually to address the affordable housing shortage to address 2040 forecasted growth. Strategy 1.6 is to increase the affordability period for projectsreceiving Dane County Affordable Housing Development Fund funding. Increasing the AHDF affordability period from 30 years to 40 years is a good first step for this action and mirrors a step the City of Madison has taken with their affordable housing development requirements.

DCDHS-HAA furthers county objectives with funding agreements to reduce and prevent homelessness, further fair housing, enhance consumer protection, increase accessibility, and promote sustainability. Funding provisions will include the following: 40 year land use restriction agreement to ensure affordability and other contract compliance.

Priority for affordable housing preservation projects in the following order of preference: (1)deeply affordable because of federal (e.g. HUD or USDA) rent assistance contracts; and (2) income and rent-restricted units.

Incentives for serving marginalized households with a housing first approach, particularly households with criminal record barriers, child welfare or youth justice system involvement, and/or experiencing homelessness.

Considerationof minimumrequirements from 2024 AHDF proposals related to 30% units, coordinated entry set-asidesand/or other set asides forpopulations experiencing homelessness,supportive services funding, tenant selection, and tenant protection addendum developed by HAA and consideration of further protections, in consultation with the Health and HumanNeeds Committee, to require 30 day notices of termination of tenancy for lease violations, elimination of junk fees (e.g. amenity fees, administration fees, penalty fees), and other means to eliminate housing barriers and enhance housing stability.

Minimum requirements from 2024 AHDF proposals may be waived for housing preservation projects due to potential tenant displacement, and/or potential limits on how existing projects may be modified if they are purchased or receive reinvestment.

NET GPR EFFECT: \$0

**DANE COUNTY BOARD OF SUPERVISORS
2025 CAPITAL BUDGET AMENDMENT**

Amendment # HHN-C-03	Supervisors Wegleitner, Fries Health and Human Needs Human Services Capital Budget		
Sponsor:			
Oversight Committee Action:			
Personnel & Finance Action:			
Department:			
Program:			

Motion:
(revenue/expenditure/text effect)

Increase expenditures and borrowing proceeds by \$8 million to fund construction of affordable housing, preservation of affordable housing, or acquisition and rehabilitation of affordable housing and add the following language to 2024 RES-145: "The Capital Budget includes \$8 million for affordable housing projects that do not use Low Income Housing Tax Credits and may also be used for preservation of expiring LIHTC projects. Funded projects will have a minimum 40 year affordability period. Projects will also prioritize low-income housing preservation, incentivize projects that serve marginalized households with a housing first approach, particularly households with criminal record barriers, child welfare or youth justice system involvement, and consider expansion of consumer protection, fair housing, accessibility, and sustainability provisions in county funding agreements. A draft of the RFP will be presented to the Health and Human Needs Committee for feedback and recommendations prior to RFP issuance."

Line Item Detail:			
Org	Object	DESCRIPTION:	Amount
HSCAPPRJ	NEW	NON-LIHTC HOUSING FUND	\$8,000,000
HSCAPPRJ	84794	BORROWING PROCEEDS	\$8,000,000

Intent/Justification

RHS sets forth Action Step 1.5 which calls on the county to expand funding to "support broader types of projects, including smaller multi-family projects; acquisition/ rehab; owner-occupied; projects that are not competitive for LIHTC 9% tax credits; prioritize projects with public transit access and connectivity, low energy use, green infrastructure and climate resiliency." Strategy 12 is to support acquisition and rehab of affordable units.

DCDHS-HAA furthers county objectives with funding agreements to reduce and prevent homelessness, further fair housing, enhance consumer protection, increase accessibility, and promote sustainability. Funding provisions will include the following:

40 year land use restriction agreement to ensure affordability and other contract compliance.

Priority for affordable housing preservation projects in the following order of preference: (1) deeply affordable because of federal (e.g. HUD or USDA) rent assistance contracts; (2) income and rent-restricted units; and (3) naturally occurring affordable housing.

Incentives for serving marginalized households with a housing first approach, particularly households with criminal record barriers, child welfare or youth justice system involvement, and/or experiencing homelessness.

Tenant selection policies which advance fair housing goals and tenant protections through use of the tenancy addendum developed by HAA and consideration of further protections, in consultation with the Health and Human Needs Committee, to require 30 day notices of termination of tenancy for lease violations, elimination of junk fees (e.g. amenity fees, administration fees, penalty fees), and other means to eliminate housing barriers and enhance housing stability.

NET GPR EFFECT: \$0