

Dane County Contract Cover Sheet

Revised 03/2025

Res 115
significant

BAF # 25209
Acct: Seitz / Jacobson
Mgr: B De Anda Santana
Budget Y/N: N

Dept./Division	Human Services / HAA		
Vendor Name	Merchant Place Apartments - Madison, LLC	MUNIS #	36032
Brief Contract Title/Description	Development of Merchant Place Apartments, a 124-unit affordable housing project with all units rent-restricted and serving households between 30% and 80% AMI, including 7 HOME-ARP units for qualifying populations. Funded by HOME-ARP funds.		
Contract Term	Ends 10/1/2055		
Contract Amount	\$ 1,617,059.40		

Contract # Admin will assign	15915
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Contract Coordination Assistant	Name	Sean O'Brien
Phone #	608-242-6200	Phone #	608-334-5665
Email	dcdhscontracts@danecounty.gov	Email	sean@northpointedev.com
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 checked="" type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	062PR
	<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 type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		


MUNIS Req.	Req #	2317	Org: CDHOME	Obj: 21148	Proj:	\$ 1,617,059.40
			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 #	115
	<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 7.30.25

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 8/6/25	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, August 6, 2025 1:53 PM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15915
Attachments: 15915.pdf

Tracking:	Recipient	Response
	Hicklin, Charles	Approve: 8/14/2025 10:18 AM
	Rogan, Megan	Approve: 8/6/2025 2:23 PM
	Cotillier, Joshua	Approve: 8/7/2025 9:24 AM
	Oby, Joe	

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

Contract #15915
Department: Human Services
Vendor: Merchant Place Apartments – Madison LLC
Contract Description: Development of Merchant Place Apartments (Res 115)
Contract Term: 8/1/25 – 10/1/2055
Contract Amount: \$1,617,059.40

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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

**AUTHORIZING A HOME-ARP CONTRACT FOR THE DEVELOPMENT OF AN
AFFORDABLE HOUSING PROJECT AT 6704 ODANA ROAD IN THE CITY OF MADISON
DCDHS – HAA DIVISION**

Dane County is an Entitlement Community under two U.S. Department of Housing and Urban Development (HUD) grant programs: the Community Development Block Grant (CDBG) and the Home Investment Partnerships (HOME). The intent of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing for very low-income and low-income families.

Public Law 117-2, the American Rescue Plan (ARP), authorized \$5 billion to assist individuals or households who are homeless or at risk of homelessness and other vulnerable populations by providing housing, rental assistance, supportive services, and non-congregate shelter to reduce homelessness and increase housing stability across the country. Entitlement communities are eligible to receive a one-time HOME-ARP allocation using the HOME Program formula; Dane County received an allocation of \$2,255,364.

Before receiving its HOME-ARP allocation, Dane County submitted to HUD a HOME-ARP Plan describing the consultation and public participation process, how the County intends to distribute the funds, and how the funds will be used to address the needs of the qualifying populations (QPs). The final HOME-ARP Plan was submitted and approved by HUD on April 5, 2023.

The County established a competitive application process for the allocation of the grant funds. Applications for HOME-ARP funds were solicited beginning April 17, 2024, and were due May 31, 2024. The Application Review Team, a subcommittee of the CDBG Commission, met in July 2024 to hear presentations by the applicants and to make initial recommendations to the full CDBG Commission. The CDBG Commission made its preliminary recommendations at its August 6, 2024 meeting.

A draft of the HOME-ARP Funding Recommendations and Notice of Public Hearing was published in the WI State Journal and posted on the County website beginning on August 9, 2024 for public review and comment. The CDBG Commission finalized the following recommendation at their September 10, 2024 meeting:

Development	Developer & Supportive Service Provider	HOME-ARP
Merchant Place Apartments	Northpointe Development II Corporation, WayForward Resources	\$1,917,059.40

\$1,617,059.40 of the recommended \$1,917,059.40 HOME-ARP funds have been allocated to Northpointe Development II Corporation, also known as its affiliate Merchant Place Apartments-Madison, LLC, to develop Merchant Place Apartments. Merchant Place Apartments will be located at 6704 Odana Road, Madison, WI 53719, and is a 124-unit affordable housing development with units at rents between 30% AMI and 80% AMI. All of the units will be rent-restricted and affordable, as the need for affordable housing in Dane County is significant. 73% of the units will be affordable to low, very low-income, and extremely low-income households. 20.9% of the units will be 3-bedroom units for large families. 20% of the units will be targeted

towards households, including veterans and qualifying populations, that are in need of supportive services. A total of 7 units are earmarked as being HOME-ARP units for qualifying populations (QPs) per HOME-ARP requirements.

\$300,000.00 of the recommended \$1,917,059.40 HOME-ARP funds have been allocated for supportive services to be provided by WayForward Resources (formerly known as Middleton Outreach Ministry). WayForward Resources, as the supportive services partner, will be occupying commercial space at the property to provide Case Management Services as well as serve a partial food pantry. The HOME-ARP program will pay for the supportive services of the QPs who are homeless, at risk of homelessness, and other vulnerable populations, as allowed by the HOME-ARP program. The contract with WayForward Resources will be awarded at a later time, closer to construction completion and occupancy.

NOW, THEREFORE, BE IT RESOLVED that the following contract be awarded and that the County Executive and County Clerk are hereby authorized and directed to sign the agreement on behalf of Dane County, and that the Controller is authorized to make payments related to the execution of the contract.

<u>Vendors</u>	<u>Contract Amount</u>
Merchant Place Apartments-Madison, LLC (Northpointe Development II Corporation)	\$1,617,059.40

BE IT FINALLY RESOLVED that the unspent funds be carried forward for expenditure in future years.

COUNTY OF DANE
HOME Investment Partnerships Program American Rescue Plan (HOME-ARP)
Owner, Sponsor or Developer (Non-CHDO) Agreement

PROJECT NAME:	Merchant Place Apartments
HOME-ARP Block Grant Number:	M-21-UP-55-0210
Grantee:	County of Dane
PROVIDER:	
	Merchant Place Apartments - Madison, LLC
DEVELOPER'S Address:	230 Ohio Street, Suite 200, Oshkosh, WI 54902
Unique Entity Identification No.:	XEDPALTPU113
CFDA:	14.239
Agreement No.	15915
Agreement Begin Date:	The Date upon which the last party has signed this AGREEMENT
Agreement Expiration Date:	October 1, 2055
Authority: RES.	2024 RES 283
Maximum Loan Amount:	\$1,617,059.40
Purchase Order No:	
Number of Pages:	63
Corporation Counsel Approval:	SHR 7.30.25

This Loan AGREEMENT (hereafter "AGREEMENT") is made and entered into by and between the County of Dane (hereinafter "COUNTY"), whose principal office is located at 210 Martin Luther King Jr. Blvd., Room 421, Madison, WI 53703, and Merchant Place Apartments - Madison, LLC (hereinafter "DEVELOPER") an entity duly organized and existing under the laws of the State of Wisconsin with its principal office located at 230 Ohio Street, Suite 200, Oshkosh, WI 54902. This AGREEMENT is effective on the day all parties have affixed their signature hereto.

RECITALS

WHEREAS, COUNTY is the recipient of HOME Investment Partnerships Program - American Rescue Plan Funds (hereinafter "HOME-ARP FUNDS") from the U.S. Department of Housing and Urban Development hereinafter "HUD"), including funds that are reserved for the development of housing that will be affordable to low-income families; and

WHEREAS, DEVELOPER is an entity duly organized and existing under the laws of the State of Wisconsin; and

WHEREAS, DEVELOPER owns, intends to purchase, or intends to lease for a period of at least 99 years vacant property, the legal description of which is provided in Schedule A, which is attached hereto, and incorporated herein by reference, intends to develop seven (7) units of affordable rental housing on that site, said affordable housing units to be part of a one hundred twenty-four (124) housing unit mixed use development (hereinafter, the "DEVELOPMENT"), as further described in Schedule A of this AGREEMENT; and

WHEREAS, COUNTY intends to lend \$1,617,059.40 in HOME-ARP FUNDS to DEVELOPER with the understanding that said FUNDS will be used for the construction of the seven (7) units of HOME-ARP eligible rental housing (hereinafter, "PROJECT") within said Development.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and obligations of the parties herein contained, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY, and DEVELOPER do agree as follows:

ARTICLE I: GENERAL TERMS OF AGREEMENT

1. PARTIES AND DEFINITIONS

A. Identity of Parties

OWNER/DEVELOPER	Merchant Place Apartments-Madison, LLC shall be both the owner and developer of the PROJECT during the development phase and will remain the owner during the entire Affordability Period; provided the DEVELOPER may engage Northpointe Development II Corporation to provide development services on its behalf.
COUNTY	Dane County, a municipal body corporate, is a “participating jurisdiction” under the Federal HOME Investment Partnership Program. For the purposes of this AGREEMENT, COUNTY is represented by the Dane County HOME Program, whose principal address is: Dane Co Job Center Attn: HAA 1819 Aberg Ave. Madison, WI 53704

B. Definitions:

ACT	HOME Investment Partnership Act at Title II of the Cranston-Gonzalez National Affordable Housing Act (“HOME”), as amended. (42 U.S.C. 12701 et seq.) Regulations published at 24 Code of Federal Regulations Part 92. American Rescue Plan Act of 2021 (P.L. 117-2) (“ARP”) for the HOME Investment Partnerships Program (HOME).
AFFORDABILITY PERIOD	The period of fifteen (15) years, beginning at PROJECT completion, during which the HOME-ARP assisted units must comply with the affordability and use restrictions required by this AGREEMENT HUD Notice CPD-21-10 establishes a minimum Affordability Period of fifteen (15) years for HOME-ARP rental housing.
AFFORDABILITY REQUIREMENTS	The requirements that apply to all HOME-ARP assisted units during the Affordability Period, including but not limited to: 1. <u>Occupancy by eligible households</u> : At least seventy percent (70%) of the HOME-ARP assisted units must be occupied by individuals or families meeting one or more of the Qualifying Populations (QPs) definitions, as set forth in HUD Notice CPD-21-10. No more than thirty percent (30%) of the HOME-ARP assisted units may be occupied by low-income households who do not meet a

	<p>QP definition, provided their income does not exceed 80% of AMI at initial occupancy.</p> <p>2. <u>Rent restrictions:</u> Rents must comply with HUD-published limits, including the HOME-ARP Rent Limit (based on 30% to 50% AMI) for units designated for QPs, and the High HOME Rent limit for units occupied by non-QP low-income households, as defined in 24 CFR §92.252(a).</p> <p>3. <u>Tenant protections:</u> All units must be leased in accordance with 24 CFR §92.253 and the additional protections specified in HUD Notice CPD-21-10, including limitations on termination of tenancy and the prohibition of mandatory service participation.</p> <p>4. <u>Use and compliance restrictions:</u> Units must remain in compliance with all HOME-ARP affordability and use restrictions for the full Affordability Period, including written lease requirements, QP documentation, and unit designation tracking.</p>
AGREEMENT	This Loan AGREEMENT including the Schedules, Exhibits and other identified attachments, together with any future amendments, modifications, or alterations hereto
COMPLETION - CONSTRUCTION	The date an occupancy permit is issued for each unit by the appropriate government jurisdiction.
COMPLETION - PROJECT	When all necessary title transfer requirements are met and construction work performed; the requirements of 24 CFR Part 92 have been met; the final drawdown of HOME-ARP FUNDS has occurred; and all required information has been entered into HUD's disbursement and information system in accordance with 24 CFR §92.504(d).
DEVELOPER	The DEVELOPER of the PROJECT must assume sole charge of all aspects of the development process, including, but not limited to: obtaining zoning, securing non-HOME-ARP financing, selecting architects, engineers and general contractors, overseeing the progress of the work on the PROJECT and determining the reasonableness of costs; provided the DEVELOPER may engage Northpointe Development II Corporation to provide development services on its behalf. Furthermore, DEVELOPER must own the HOME-ARP-assisted housing during the development process and throughout the Period of Affordability.
DEVELOPMENT	The site and all of the improvements thereto, including the seven (7) HOME-ARP assisted units of low-income rental housing constructed with HOME-ARP FUNDS. The development as a whole shall be known as Merchant Place Apartments. In this AGREEMENT the Development is also referred to as the "Property".
FAMILY	Has the same meaning as provided by 24 CFR § 5.403.
HOME-ARP FUNDS (FUNDS)	Federal HOME-ARP monies lent by COUNTY to the DEVELOPER pursuant to the terms of this AGREEMENT.

HOME PROGRAM	HOME Investments Partnerships Program, enacted as part of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. §12701 et seq.).
HOME-ARP	American Rescue Plan Act of 2021 (P.L. 117-2) ("ARP") for the HOME Investment Partnerships Program.
HUD	The United States Department of Housing and Urban Development.
LOW-INCOME FAMILY	Families whose annual incomes do not exceed 80% of the median income for families living in Dane County, as determined by HUD, with adjustments for smaller and larger families.
OWNER	The DEVELOPER must own the development in fee simple absolute or pursuant to a long-term (at least 99-years) ground lease during the development of the housing and for a period of time after PROJECT completion at least equal to the Affordability Period. To qualify as the "OWNER" of a HOME-ARP project, the OWNER must also oversee all aspects of the development process, either directly or by hiring or contracting with an experienced project manager.
PROJECT	<p>A site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME-ARP FUNDS as a single undertaking under this part. The PROJECT includes all of the activities associated with the site and building. For Tenant-based rental assistance, project means assistance to one or more families.</p> <p>The PROJECT is described in detail in SCHEDULE A.</p>
PROJECT MANAGER	Northpointe Development II Corporation 230 Ohio Street, Suite 200 Oshkosh, Wisconsin 54902
PROPERTY MANAGER APPROVED BY COUNTY	ACC Management 2375 State Road 44 Suite A Oshkosh, WI 54904
QUALIFYING POPULATIONS (QPs)	<p>"Qualifying Populations" or "QPs" means those populations eligible to benefit from HOME-ARP assistance, as defined in Section 3205 of the American Rescue Plan Act of 2021 and HUD Notice CPD-21-10. These include:</p> <ol style="list-style-type: none"> 1. Homeless individuals or families, as defined in 24 CFR § 91.5; 2. Individuals or families at risk of homelessness, as defined in 24 CFR § 91.5; 3. Individuals or families fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD; 4. Other populations, including:

	<ul style="list-style-type: none"> • Households for whom supportive services or assistance would prevent homelessness or housing instability; • Households with extremely low incomes ($\leq 30\%$ AMI) and severe cost burdens (paying more than 50% of income toward housing); and • Individuals exiting institutional settings without resources or housing options; <p>5. Veterans and families that meet one or more of the above criteria.</p> <p>A household must meet at least one of the above categories at the time of initial occupancy in a HOME-ARP assisted unit. Once admitted, the household is considered eligible for the duration of their tenancy, regardless of changes in income or qualifying circumstances.</p>
SITE	The real property on which the PROJECT shall be constructed, the legal description of which appears in Schedule A, which is attached hereto and incorporated herein by reference.
Single Room Occupancy (SRO) Units	For the purposes of HOME-ARP rental, an SRO unit is defined as a unit that is the primary residence of the occupant(s) and must at least contain sanitary facilities but may also contain food preparation facilities. A project's designation as an SRO cannot be inconsistent with the building's zoning and building code classification.
VERY-LOW-INCOME FAMILY	Families whose annual incomes do not exceed 50% of the median family income for families living in Dane County, as determined by HUD, with adjustments for smaller and larger families.

2. PURPOSE OF LOAN AND GENERAL STATEMENT OF SPONSOR'S MANAGING MEMBER'S RESPONSIBILITIES

This AGREEMENT is made pursuant to the HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP), authorized by Section 3205 of the American Rescue Plan Act of 2021. Funding is administered by Dane County (COUNTY) as a Participating Jurisdiction (PJ) under the requirements of HUD Notice CPD-21-10. The purpose of this AGREEMENT is to provide financing for the development of rental housing restricted to Qualifying Populations (QPs) and other low-income households, and to ensure compliance with all applicable HOME-ARP requirements.

Within the limitations and requirements established by HUD for participation in the HOME-ARP Program, COUNTY agrees to loan HOME-ARP FUNDS to DEVELOPER and DEVELOPER agrees to borrow said HOME-ARP FUNDS from COUNTY. OWNER further agrees that it shall use said HOME-ARP FUNDS for the development of seven (7) units of low income rental housing that will be located in the Development as further described in Schedule A (which is attached hereto and incorporated herein by reference). DEVELOPER shall use these FUNDS in compliance with the terms of this AGREEMENT, as stated or otherwise referenced, and in compliance with the Act and all regulations and policies promulgated thereunder.

The DEVELOPER identified a qualified supportive service provider as part of its project application. The COUNTY intends to contract separately with that provider to offer voluntary supportive services to tenants of the PROJECT,

as described in Schedule A. DEVELOPER shall coordinate with a COUNTY approved qualified service provider (QSP) and cooperate and provide reasonable access to the QSP.

3. AMOUNT OF LOAN

The amount of the Loan is stated on the first page of this AGREEMENT as the "Maximum Loan Amount".

4. INTEREST RATE, TERM, FEE

The Loan shall bear interest at the rate provided in Schedule B which is attached hereto and incorporated herein by reference. All payments shall be applied first to the payment of any interest accrued to the date of receipt of each payment, and the balance, if any, to the reduction of principal. The terms of the Loan and any Loan fees are as stated in Schedule B.

5. PROMISSORY NOTE

The Loan shall be evidenced by a Promissory Note (hereinafter "Note") in such form as the COUNTY shall require. Said Note shall be executed by DEVELOPER and guaranteed by those persons and/or entities identified in Schedule B (the "Guarantor(s)"). The guarantee by Guarantor(s) shall commence on the date of the Note and end on payment in full of DEVELOPER's obligations under the AGREEMENT and Note. If COUNTY takes a security interest in the PROJECT to secure the Note, the security is identified in Schedule B.

6. PREPAYMENT PERMITTED, PERIOD OF AFFORDABILITY REMAINS IN PLACE

DEVELOPER shall have the right to prepay the Note at any time without penalty. Prepayment of the Note prior to the termination of the Affordability Period for the HOME-ARP units shall not relieve DEVELOPER from the terms of this AGREEMENT. DEVELOPER agrees that they shall continue to be bound by the terms of this AGREEMENT during the entire Affordability Period.

7. RIGHTS AND OBLIGATIONS

- A. COUNTY hereby expressly reserves all rights to consent to or waive any departure from the provisions of this AGREEMENT and to amend or consent to or waive departure from the provision of the Note, and to release or otherwise deal with any collateral security for payment of the Note.
- B. DEVELOPER agrees to repay, on time, all principal and interest and other charges on loans made by other entities who may supply financing for the PROJECT.

8. DURATION OF AGREEMENT AND PERIOD OF AFFORDABILITY

- A. The provisions of this AGREEMENT shall remain in full force and effect for the period of housing unit affordability identified in Schedule A. The period of housing unit affordability shall not be modified or waived, prior to the expiration of the Affordability Period, upon any prepayment, repayment or forgiveness of the Loan Funds provided under this AGREEMENT.

- B. If repayment of Loan Funds as required under this AGREEMENT is not accomplished by the end of the Affordability Period, the provisions of this AGREEMENT shall continue in full force and effect until all Loan Funds are repaid in full.

9. CONDITIONS OF CLOSING

- A. COUNTY'S obligation to disburse the Loan Funds as provided for in this AGREEMENT depends on satisfaction by DEVELOPER, in COUNTY'S reasonable discretion, of all of the following conditions precedent:
- (1) All of DEVELOPER'S representations and warranties contained in this AGREEMENT shall be true and correct on and as of the closing date;
 - (2) COUNTY'S counsel shall have received all documents that COUNTY reasonably deems necessary or incidental to the execution of this AGREEMENT in the form, scope and substance determined satisfactory to COUNTY'S counsel;
 - (3) All necessary approvals or consents, if any such approvals or consents are required of governmental bodies having jurisdiction with respect to any construction herein contemplated, shall have been obtained, and failure to obtain such consents shall constitute a default hereunder;
 - (4) If either DEVELOPER is a corporation, there shall be delivered to COUNTY copies of the Articles of Incorporation and current Bylaws (as amended) of said corporation attached to a certificate, signed by the Secretary or Assistant Secretary of the Board of Directors, attesting that the Articles of Incorporation and Bylaws (as amended) are true and correct as of the date of said certification and a copy of the record of the minutes of the Board of Directors of the corporation ratifying the corporation's entry into and execution of this AGREEMENT and authorizing its officer(s) to execute any documents required to secure the Loan, including, but not necessarily limited to, a Continuing (Unlimited) Corporate Guarantee. The record of the minutes of the Board of Directors shall be certified to be true by the Secretary or Assistant Secretary of the Board;
 - (5) Execution of a Loan Guaranty by those person(s) and/or entities named as Guarantor(s) in Schedule B. Said guaranty(s) shall be dated as of the closing date, in a form acceptable to COUNTY and shall guarantee the prompt and punctual payment when due of the principal and interest due on the Note, and any other amounts that may be or become due to COUNTY under or pursuant to the terms of this AGREEMENT or the Note;
 - i. If any guarantor of the Loan to be made hereunder is a corporation, there shall be delivered to COUNTY (with respect to each such corporation, if there be more than one) copies of the Articles of Incorporation and current Bylaws (as amended) of said corporation attached to a certificate, signed by the Secretary or Assistant Secretary of the Board of Directors, attesting that the Articles of Incorporation and Bylaws (as amended) are true and correct as of the date of said certification and a copy of the record of the minutes of the Board of Directors of the corporation ratifying the corporation's position as a guarantor on the Loan and authorizing its officer(s) to execute any documents required to secure the Loan, including, but not necessarily limited to, a Continuing (Unlimited) Corporate Guarantee. The record of the minutes of the Board of Directors shall be certified to be true by the Secretary or Assistant Secretary of the Board.
 - ii. If any guarantor of the Loan to be made hereunder is a limited liability corporation (LLC), there shall be delivered to COUNTY (with respect to each such LLC, if there be more than one) a copy of the current LLC Operating Agreement, with all amendments thereto, attached to a certificate signed by the Member Manager of the LLC, attesting that the Operating Agreement is, and all amendments to said Agreement are, true and correct as of the date of said certification. There shall also be delivered to County, in a form determined acceptable to COUNTY, evidence that the member manager of the LLC has been legally authorized, as provided by the terms its Operating Agreement, to execute any documents required to secure the Loan, including, but not necessarily limited to, a Continuing (Unlimited) Corporate Guarantee.
 - (6) All necessary approvals or consents required with respect to this transaction by the holder of any mortgage or other party having interest in the PROJECT shall have been obtained, and failure to have obtained such consents shall constitute a default hereunder;

- (7) Execution of a Mortgage, Note, and, when required, Assignment of said Mortgage and Note and the execution of a Land Use Restriction Agreement (LURA) on the site by the DEVELOPER, each in a form acceptable to the COUNTY in compliance with the terms of this AGREEMENT;
 - (8) Delivery to the COUNTY before closing of a standard ALTA commitment for title insurance on the PROJECT in the amount of the HOME-ARP assistance which will be subject only to municipal and zoning ordinances and agreements entered thereunder, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and taxes levied in the year of closing, all senior debt and all other matters of record in the office of the Dane County Register of Deeds as of the date of the closing;
 - (9) Payment by DEVELOPER of all closing costs and expenses including but not limited to the fee charged by the attorney closing this loan; and,
 - (10) Evidence of insurance as required by this AGREEMENT and delivery to COUNTY copies of executed risk insurance policies or certificates of insurance as described in paragraph 69.
- B. The Land Use Restriction Agreement shall be recorded against the site before any other documents creating an encumbrance thereon except (i) any land use restriction agreements between DEVELOPER and the Wisconsin Housing and Economic Development Authority (WHEDA) (ii) the Mortgage and documents evidencing the first and second mortgage or construction loans from WHEDA (iii) the mortgage and documents evidencing mortgage loan from Dane County Housing Authority to DEVELOPER in the amount of \$2,500,000.00, and (iv) the mortgage and documents evidencing the mortgage loans to the City of Madison. DEVELOPER shall pay recording fees.

10. DISBURSEMENT OF FUNDS

- A. COUNTY shall make disbursement of Loan Funds as described in Schedule B.
- B. COUNTY, in its sole discretion, may withhold disbursements if COUNTY determines that DEVELOPER has not provided the documentation required by this AGREEMENT, or DEVELOPER is otherwise in default under the terms and conditions of this AGREEMENT.

11. APPLICATION OF LOAN FUNDS

DEVELOPER agrees that it will apply the FUNDS received by it under this AGREEMENT as specified in Schedule A.

12. SECURITY

- A. DEVELOPER shall execute and deliver to COUNTY at closing, a Mortgage on the property as described in Schedule B to secure payment of the principal of the Note, the accrued interest thereon, and any other sums payable to COUNTY by DEVELOPER, its successors and assigns, as provided hereunder.
- B. The Mortgage shall be in a form satisfactory to COUNTY and shall provide, among other things, that in the event of default by DEVELOPER in any agreement, covenant or condition contained in this AGREEMENT, or in the Note, subject to any applicable notice and cure periods, COUNTY may, at its option, in addition to all other remedies available to it, take possession of the property given as security. COUNTY however, shall be under no obligation to exercise this right and its action in this respect shall be wholly at its option.
- C. DEVELOPER shall, on demand, submit to COUNTY annually paid tax receipts showing that current taxes have been paid.

13. REPRESENTATIONS

To induce COUNTY to enter into this AGREEMENT and provide the Loan Funds to the DEVELOPER, DEVELOPER represents and warrants:

- A. DEVELOPER has the power and authority to own its assets and properties, to carry on its activities as now conducted by it, to execute, deliver and perform this AGREEMENT, and to execute and deliver the Note, Mortgage and LURA, and to borrow under this AGREEMENT and under the Note.
- B. The execution and delivery of the AGREEMENT and performance by the DEVELOPER of its obligations under the AGREEMENT, the execution and delivery of the Note and the borrowing under the Note, the execution of the Mortgage and the LURA have been duly authorized by all requisite organizational action. Upon execution and delivery by the DEVELOPER, this AGREEMENT, the Note, the Mortgage and the LURA will constitute legal, valid, and binding obligations of the DEVELOPER enforceable in accordance with their terms.
- C. There is no action, suit, or proceeding pending or threatened before any court or government or administrative body or agency that may reasonably be expected to affect DEVELOPER in any of the following ways: (1) Result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of DEVELOPER; or (2) Impair the ability of DEVELOPER to perform its obligations under this AGREEMENT, the Note, the Mortgage or the LURA.
- D. DEVELOPER is not in default with respect to any judgment, writ, injunction, decree, rule, or regulation of any court or any governmental or administrative body or agency.
- E. DEVELOPER has filed all tax returns that are required to be filed and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns and pursuant to any assessments received by it. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state or foreign, for taxes materially in excess of those already provided for and neither does DEVELOPER know of any basis for any such deficiency assessment.
- F. The execution, delivery and performance by the DEVELOPER of this AGREEMENT, the execution and delivery of the Note, Mortgage and LURA and the borrowing of the FUNDS hereunder by DEVELOPER will not violate any provision of law, any order, rule or regulation of any court or governmental or regulatory body, or any provision of the organizational documents of DEVELOPER or any indenture or deed of trust, agreement or instrument to which the DEVELOPER is a party or to which DEVELOPER'S assets or properties are bound, or conflict with, result in a breach of, or constitute (with due notice of lapse of time or both) a default under, any such indenture of deed of trust, agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature, whatsoever, upon any of the assets or properties of DEVELOPER, except as otherwise permitted, required, or contemplated by this AGREEMENT.
- G. No information, exhibit, report, statement, certificate or document furnished by the DEVELOPER, or any other person or entity on DEVELOPER'S behalf, to COUNTY in connection with this AGREEMENT or its negotiation, contains any material misstatement of fact or omission of a material fact or any fact necessary to the validity of the statements contained therein.
- H. The undersigned officers and agents of the DEVELOPER are fully authorized to execute and deliver this AGREEMENT on behalf of the DEVELOPER, respectively.

14. AFFIRMATIVE COVENANTS

- A. DEVELOPER shall at all times comply with, and cause the PROJECT to be in compliance with, all federal, state, Dane County and other municipal laws and regulations and HUD conditions which are applicable to the PROJECT or applicable to DEVELOPER as the recipients of HOME-ARP FUNDS for the PROJECT. DEVELOPER shall independently learn which such laws and regulations and conditions are applicable to the PROJECT, and shall not rely exclusively upon COUNTY, or the COUNTY'S officers, officials, employees or agents, to make such determinations. The specific references to particular statutes, regulations and local laws referenced in this AGREEMENT mean those that are in effect on the date hereof. Prior to implementing any amendment(s) to such statutes, regulations or local laws, the DEVELOPER shall ask for and receive from COUNTY a written determination regarding the applicability of said amendment to the PROJECT. A copy of 24 CFR Part 92, as it exists on the date this AGREEMENT is signed, is available to DEVELOPER on the HUD website.
- B. DEVELOPER shall deliver to COUNTY within fifteen (15) business days after any written request therefore from COUNTY such information as may be reasonably necessary to determine whether the DEVELOPER is complying with the terms of this AGREEMENT and whether an Event of Default has occurred.
- C. DEVELOPER shall punctually pay or cause to be paid the principal and interest payments required by the terms of this AGREEMENT and Note as such payments are due in accordance with the terms thereof.
- D. DEVELOPER shall, upon demand, promptly pay and discharge all taxes, assessments or other governmental charges which may lawfully be levied or assessed on DEVELOPER'S income or profits or on any property, real, personal or mixed, belonging to DEVELOPER or upon any part thereof. DEVELOPER shall also promptly pay all lawful claims for labor or material and supplies, which, if unpaid, might become a lien or charge upon any such property. Notwithstanding the foregoing, DEVELOPER shall not be required to pay any such taxes, assessments, charges, levies or claims so long as the validity thereof shall be actively contested in good faith by proper proceedings, provided that any such tax, assessment, charge, levy or claim shall be placed in escrow during such proceedings and shall be paid forthwith upon a final adjudication and order to pay from a court or other legally constituted body of competent jurisdiction.
- E. DEVELOPER shall, upon demand, pay or cause to be paid the principal and interest on all indebtedness to other lenders heretofore or hereafter incurred or assumed by it when and as the same shall become due and payable unless such indebtedness be renewed or extended, and will observe, perform and discharge all of the covenants, conditions and obligations which are imposed on it by any and all agreements securing or evidencing an encumbrance upon the collateral so as to prevent an occurrence of any act or omission which under the provisions thereof may be declared to be a default thereunder which could result in a lien being placed upon the site where the PROJECT is located.
- F. DEVELOPER shall at all times maintain the site, the Development and the units that comprise the Development (the PROJECT) in such condition and repair that COUNTY'S security interest will be adequately protected.
- G. DEVELOPER shall give COUNTY prior notice, in writing, of any public hearing or meeting before any administrative or other public agency that may, in any manner, affect COUNTY'S security interest in the PROJECT.
- H. DEVELOPER will complete the PROJECT on or before the PROJECT completion date listed in Schedule A.
- I. DEVELOPER will execute and deliver to COUNTY any and all further, or other, instruments, and perform such acts, as COUNTY or its counsel may reasonably deem necessary or desirable to confirm and secure to COUNTY all rights and remedies conferred upon COUNTY by the terms of this AGREEMENT, the Note, Mortgage and LURA.

15. NEGATIVE COVENANTS

Until payment in full of the Note and performance of all its obligations under this AGREEMENT, without the prior written consent of the COUNTY:

- A. DEVELOPER shall neither create nor allow to exist any mortgage, pledge, lien, charge, or encumbrance, including liens arising from judgments, on the Property that is the subject of COUNTY'S security (mortgage) for this Loan except as are specifically set forth in the Mortgage as exceptions to DEVELOPERS title.
- B. DEVELOPER will neither sell nor convey nor suffer to be conveyed any of its property in a manner that is not in the ordinary course of its business during the terms of its obligation to COUNTY.
- C. During the term of the AGREEMENT, DEVELOPER is prohibited from consolidating or merging with or into any other entity without the prior written consent of COUNTY.
- D. During the term of this AGREEMENT, DEVELOPER shall not discontinue the operation of the PROJECT within Dane County, without the prior written consent of the COUNTY, and without providing 90 days prior written notice to the COUNTY.

16. ADDITIONAL COVENANTS

- A. Expenses. DEVELOPER agrees to pay all costs and taxes that might be imposed or determined to be payable in connection with the execution, issuance or delivery of the Note, or in connection with any modification, amendment, or alteration of the terms and provisions thereof, and to save COUNTY and any other holder of the Note harmless against any and all liability with respect thereto, all of which agreements shall survive payment of the Note.
- B. Expenses of Collection or Enforcements. If DEVELOPER shall at any time default in making any payment of principal or interest on the Note, DEVELOPER agrees that it will, to the full extent permitted by law, pay to COUNTY, in addition to any other amounts that may be due from it to COUNTY, an amount equal to the costs and expenses of collection or enforcement incurred by COUNTY in such collection.
- C. Expenses of Correction by COUNTY of Default. In the event of any default by any DEVELOPER in full performance or observance of any covenant or agreement contained herein or in the Note, COUNTY may, upon 30 days written notice, and at COUNTY'S discretion (but without any obligation of COUNTY to do so) take such steps as may be necessary or appropriate to correct or remedy such default in whole or in part, and all costs, fees, and expenses incurred by COUNTY in taking such steps (including reasonable attorney fees incurred by COUNTY and including any other sums paid or payable by COUNTY to third parties) shall forthwith upon written demand by COUNTY be due and payable by DEVELOPER to COUNTY, with interest thereon (payable on the first day of each calendar month) from the time of incurrence thereof by COUNTY at the rate of 10% per annum until paid. In the event COUNTY takes any action provided for in the preceding sentence, the commencement or taking of such action shall not be deemed to be a waiver by COUNTY of the default of either DEVELOPER or a waiver of any other available remedy of COUNTY by reason of such default.
- D. Expenses of Amendments, Waiver, Consents. In the event that DEVELOPER proposes to take or omit any act or action prohibited or required by any provision of this AGREEMENT or the Note, and DEVELOPER requests COUNTY to consent thereto or waive compliance with any such provision, or in the event DEVELOPER requests COUNTY to consent to any modification or amendment of this AGREEMENT or the Note then, in each such case, DEVELOPER agree to reimburse or pay to COUNTY any reasonable expenses incurred by COUNTY in connection with such consent or waiver, or such modification or amendment, as the case may be.

17. EVENTS OF DEFAULT

The principal indebtedness evidenced by the Note or the unpaid balance thereof outstanding at the time of the event of default described below, shall be due and payable at the election of the COUNTY if any one or more of the following events (herein called "Events of Default") occur for any reason whatsoever. The determination that an Event of Default has occurred shall be solely within the reasonable discretion of COUNTY.

- A. If DEVELOPER fails to begin construction on the PROJECT within one (1) year of the last party's signature on this AGREEMENT, PROJECT shall be deemed terminated and DEVELOPER will return to COUNTY all HOME-ARP FUNDS distributed to DEVELOPER pursuant to this AGREEMENT.
- B. If DEVELOPER fails to complete construction of the PROJECT within 36-months from the date of the last party's signature on this AGREEMENT, DEVELOPER agree that the PROJECT shall be deemed terminated and DEVELOPER will return to COUNTY all HOME-ARP FUNDS distributed pursuant to this AGREEMENT.
- C. Failure to pay any principal of or interest on the Note when due and payable, and such default continues for a period of 15 days; or
- D. Intentionally Deleted; or
- E. Any representation or warranty made by any of the DEVELOPER herein or any statement or representations made in any certificate, statement, or opinion delivered pursuant to this AGREEMENT proves to be incorrect in any material respect as of the date when made; or
- F. Failure by the DEVELOPER to meet any obligations for the payment of borrowed money for this PROJECT (other than its obligations hereunder or under the Note) or any such obligation that shall become or be declared, pursuant to its terms, due and payable prior to the express maturity thereof by reason of default or other violation by DEVELOPER of the terms thereof; or
- G. Failure of DEVELOPER to perform or observe any of the other covenants or agreements herein contained not covered by A. through F. above, and such default shall have continued for a period of 30 days after notice thereof to the DEVELOPER by COUNTY; or
- H. Any assignment for the benefit of the DEVELOPER'S creditors, or commission of any other act amounting to a business failure; or
- I. The filing, by or against the DEVELOPER, of a petition under any chapter of the U.S. Bankruptcy Code, or for the appointment of a receiver for DEVELOPER and such petition is not dismissed in 90 days in the case of an involuntary fling; or
- J. Any act that indicates DEVELOPER'S consent to, approval of, or acquiescence in any such proceedings or in the appointment of any receiver or of any trustee for said DEVELOPER with respect to a substantial part of its property, either tangible or intangible.
- K. Any final judgment for the payment of money that is not fully covered by liability insurance and is in excess of \$25,000.00 rendered against DEVELOPER and not discharged within 30 days.
- L. A change in ownership or control of any of the DEVELOPER or of its assets without the prior written consent of the COUNTY except, neither the withdrawal, removal, replacement, and/or addition of a managing member or manager of the DEVELOPER pursuant to the terms of the Operating Agreement, nor the withdrawal, replacement, and/or addition of any of its investor members shall constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute managing member or manager is reasonably acceptable to COUNTY and is selected with reasonable promptness. In addition, the COUNTY agrees that the interests of the DEVELOPER'S investor

members shall be transferable without the consent of the COUNTY to (a) any affiliates thereof, and (b) to any party from and after payment in full of such investor member's capital contributions.

- M. DEVELOPER acknowledges that all HOME-ARP units must be leased to eligible households within 18 months of PROJECT completion, or HUD will require repayment of the HOME-ARP FUNDS for any unit remaining unoccupied. DEVELOPER will repay the COUNTY for any HOME-ARP FUNDS that HUD requires to be repaid due to failure to timely occupy the units per 24 CFR § 92.252.

18. COUNTY'S REMEDIES IN EVENT OF DEFAULT

Upon the occurrence of an Event of Default, COUNTY may exercise any or all of the following remedies:

- A. After thirty (30) days written notice to the DEVELOPER and DEVELOPER'S investor member of any non-monetary Event of Default described above, during which time the Event of Default may be cured, COUNTY may terminate the AGREEMENT effective immediately and declare the entire outstanding balance of the Note together with interest and all other charges, immediately due and payable, whether or not the indebtedness evidenced by the Note shall be otherwise due and payable.
- B. COUNTY may enforce its rights by any appropriate proceedings, judicial or otherwise.
- C. No delay on the part of either party in exercising any right, power, or privilege shall operate as a waiver.
- D. With respect to an Event of a Default which does not require the payment of money to cure, and with the exception of the Event of Default described in 17.A., above, DEVELOPER shall be deemed to have cured an Event of Default if or before the expiration of thirty (30) days after written notice of such Event of Default from COUNTY, steps as are reasonably necessary to cure the Event of Default have been taken within a period of time that, under all of the facts and circumstances then existing, is reasonable, as determined by COUNTY in its sole discretion, and the DEVELOPER is diligently prosecuting such steps to completion such that the Event of Default will be cured within a reasonable time period. The determination that the steps to cure the Event of Default are both reasonable and timely shall be solely within the discretion of COUNTY.

Any cure of any default or Event of Default made or tendered by any investor member of the "BORROWER" shall be deemed to be a cure by the BORROWER and shall be accepted or rejected on the same basis as if made or tendered by the BORROWER.

- E. For HOME-ARP violations, including, but not limited to, renting to an ineligible tenant, or charging too high rent, the cure period shall involve correcting the issue (e.g., replacing the tenant at turnover with an eligible one, or reducing the rent). The COUNTY reserves the right to require corrective action within five (5) business days of written notice.

19. WAIVER OF NOTICE

DEVELOPER hereby expressly waives any requirement for presentation, demand, protest, notice of protest or other notice of dishonor of any kind, other than the notice specifically provided for in this AGREEMENT.

20. SURVIVAL OF REPRESENTATION, WARRANTIES, AND OBLIGATIONS

All representations and warranties contained herein shall survive the execution and delivery of this AGREEMENT, the Note, the Mortgage and the LURA and any other security instruments required as part of this AGREEMENT, and any investigation at any time made by the COUNTY or on its behalf. All obligations of

DEVELOPER under this AGREEMENT, and under the Note, of which have not been fully performed, paid and satisfied at the time of closing of the Loan, shall survive the closing.

21. SEVERABILITY

In the event that any provision of this AGREEMENT or any other instrument executed at closing or the application thereof to any person or circumstances shall be declared unenforceable by a court of competent jurisdiction, the remainder of the AGREEMENT shall nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are deemed separate.

22. CONSTRUCTION AND AMENDMENT

This AGREEMENT constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. This AGREEMENT may not be changed, amended or terminated orally but only by agreement in writing and signed by the party against whom enforcement of any change, amendment or termination is sought.

23. PAYMENT

The DEVELOPER will pay to COUNTY at its address specified in Schedule A, or at such other address as it may designate in writing, all amounts payable with respect to the principal of, and interest on, any Note held by the COUNTY.

24. SUCCESSORS AND ASSIGNS

All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith shall, whether or so expressed or not, bind and inure to the benefit of the successors and assigns of the DEVELOPER and COUNTY.

25. COUNTERPARTS

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. NO WAIVER; RESULTS CUMULATIVE

No exercise, partial exercise, failure or delay on the part of COUNTY in exercising any power or right hereunder, or under the Note shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein or in the Note is intended to be exclusive to any other remedy, and each and every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise, may be sought by the enforcing party.

27. EXECUTION BY ADDITIONAL PARTIES AND GUARANTEE

When any party other than those named at the outset of this AGREEMENT join in the execution hereof, they have done so for the purpose of consenting to all of the terms and conditions hereof and agree by such

execution to be bound hereby. Any party who has signed this AGREEMENT as Guarantor shall be deemed to have guaranteed performance by DEVELOPER of all of DEVELOPER'S obligations hereunder and under the Note, and all such persons or entities who have signed as Guarantor shall be deemed to have made such guarantee unconditionally, and they shall be jointly and severally liable for the performance by DEVELOPER of all of such obligations.

28. RELATIONSHIP OF PARTIES

DEVELOPER acknowledges that nothing contained in this AGREEMENT, or any contract between DEVELOPER and COUNTY, nor any act by COUNTY or any of the parties shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving COUNTY.

29. GOVERNING 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 regarding the terms of this AGREEMENT, the terms of the accompanying Mortgage(s), Promissory Note(s), and Land Use Restriction Agreement(s), the resolution of the disagreement shall be governed by and in accordance with the laws of the State of Wisconsin. Venue for any legal proceedings shall be in the Dane County Circuit Court.

30. 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 or subcontractors of either of the parties. Except where DEVELOPER intends to meet its obligations under this or any part of this AGREEMENT through a subcontract with another entity, DEVELOPER shall first obtain the written consent of COUNTY. Further, DEVELOPER shall ensure that it requires of its subcontractor the same obligations incurred by DEVELOPER under this AGREEMENT.

31. COUNTY LOGO AND PUBLICITY

DEVELOPER agrees to display the COUNTY CDBG/HOME logo in its facility and incorporate the logo in all DEVELOPER publications and stationery that pertain to the PROJECT. DEVELOPER shall acknowledge the COUNTY'S contribution to the funding of the PROJECT on any signs or other displays, during construction and after, that lists the other entities which contributed funds toward the construction of the PROJECT.

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**ARTICLE II: AFFORDABILITY REQUIREMENTS, PROPERTY STANDARDS, AFFIRMATIVE MARKETING,
FEES, INSPECTIONS AND MONITORING**

32. PROJECT REQUIREMENTS

DEVELOPER agrees to comply with the requirements of 24 CFR Part 92 Subpart F - Project Requirements, as applicable. These federal requirements include, but are not limited to: maximum per-unit subsidy amount and subsidy layering, property standards, qualification as affordable housing, tenant and participant protections, and faith-based activities.

33. QUALIFICATION AS AFFORDABLE HOUSING

Housing units assisted under this AGREEMENT shall meet the provisions of 24 CFR § 92.252: "Qualifications as Affordable Housing as modified by HOME-ARP and CPD Notice 21-10: Rental Housing." DEVELOPER agrees that they are solely responsible for ensuring that housing assisted with HOME-ARP FUNDS meets the affordable housing requirements under 24 CFR § 92.252 and CPD Notice 21-10. The period of affordability is not subject to the term of this AGREEMENT, Note or Mortgage.

34. MARKETING PLAN FOR UNOCCUPIED UNITS

If all of the HOME-ARP-assisted units are not occupied by eligible tenants within six-months of PROJECT completion, DEVELOPER shall provide COUNTY, within 15-days of COUNTY'S written request thereof, information describing DEVELOPER'S marketing of the units to eligible prospective tenants and, if requested by COUNTY, a marketing plan to locate and engage eligible prospective tenants.

35. MECHANISM FOR SECURING AFFORDABILITY

DEVELOPER will execute a Land Use Restriction Agreement as required by 24 CFR Part 92 to ensure the period of affordability.

36. RENT LIMITATION

- A. The maximum rent for a HOME-ARP assisted unit designated for occupancy by a household that meets the definition of a Qualifying Population (QP) shall not exceed the Low HOME Rent Limit, which is based on thirty percent (30%) of the income of a household at fifty percent (50%) of the Area Median Income (AMI), as published annually by HUD for Dane County, adjusted for bedroom size. This limit includes both tenant-paid rent and an allowance for tenant-paid utilities.
- B. The maximum rent for a HOME-ARP assisted unit that is not designated for a QP but is occupied by a low-income household (with income \leq 80% of AMI) shall not exceed the High HOME Rent Limit as defined in 24 CFR § 92.252(a), adjusted for bedroom size and utility allowances.
- C. For Single Room Occupancy (SRO) units funded with HOME-ARP monies, maximum rent is based on the SRO's facilities per HUD Notice CPD 21-10. The rent limits for SRO units must also include the utility allowance established pursuant to Section VI.B.13.d of HUD NOTICE CPD-21-10.

- a. For SRO units that have both sanitary and food preparation facilities, the maximum HOME-ARP rent is based on the zero-bedroom fair market rent.
 - b. For SRO units that only have sanitary facilities, the maximum HOME-ARP rent is based on 75 percent of the zero-bedroom fair market rent.
- D. For any HOME-ARP assisted unit in which tenants are responsible for payment of utilities and services, the gross rent (contract rent plus utilities) shall not exceed the applicable rent limit after deduction of a utility allowance. Utility allowances shall be determined by the County using a method consistent with 24 CFR § 92.252(d) and approved HUD guidance.
- E. Each tenant's actual rent contribution shall be based on their individual adjusted income such that no QP tenant pays more than thirty percent (30%) of their adjusted income toward rent and utilities, unless otherwise covered by a rental assistance subsidy. DEVELOPER shall calculate tenant contributions and apply subsidies in accordance with HOME-ARP guidance and any applicable federal requirements.
- F. The DEVELOPER shall not increase rent for any unit during the term of a tenant's lease except as permitted under applicable law and this AGREEMENT. Rent increases shall comply with annual HUD-published limits and shall be communicated to the COUNTY in advance.

37. INITIAL RENTS AND UTILITY ALLOWANCES

- A. At the time of initial lease-up, COUNTY will provide DEVELOPER with the maximum monthly allowances for utilities and services (excluding telephone).
- B. DEVELOPER will submit to the COUNTY the rents proposed for the HOME-ARP units prior to leasing.
- C. The HOME-ARP units may not be leased until the COUNTY has approved the rents to be charged.

38. RENT INCREASES AND UTILITY ALLOWANCE ADJUSTMENTS

- A. COUNTY will provide DEVELOPER with information on updated HOME rent limits as they are received from HUD.
- B. COUNTY will annually review the rents charged for PROJECT units and the maximum monthly allowance for utilities and services to ensure the rents and utility and service charges comply with HOME-ARP requirements. COUNTY will adjust rents and the maximum utility allowance and service charges in accordance with 24 CFR § 92.252.
- C. Any rent increase for HOME-ARP-assisted units must first be approved by COUNTY and shall be subject to the provisions of outstanding leases. DEVELOPER will provide tenants of HOME-ARP-assisted units not less than 30 days prior written notice before implementing any rent increase.

39. TENANT INCOME REQUIREMENTS AND VERIFICATION

HOME-ARP assisted units shall be occupied only by eligible Qualifying Populations (QP) and low-income families. QP eligibility, household size, income and assets will be determined, verified and documented by DEVELOPER in accordance with HUD Notice CPD-21-10 and 24 CFR § 92.203.

- 5. A At least seventy percent (70%) of the HOME-ARP assisted units shall be occupied by individuals or families meeting one or more of the QP's definitions, as set forth in HUD Notice CPD-21-10. No more than

thirty percent (30%) of the HOME-ARP assisted units may be occupied by low-income households who do not meet a QP definition, provided their income does not exceed 80% of AMI at initial occupancy.

- B. DEVELOPER, or DEVELOPER'S representative as approved by COUNTY, will perform income verifications using as a guide the January 2005 edition of the Technical Guide for Determining Income and Allowances and the CPD Income Eligibility Calculator for the HOME Program and certify that households meet income eligibility requirements.
- C. Initial income verification shall include the examination of source documents evidencing income (e.g., wage statements, pay stubs, interest statements, unemployment compensation statements) for all members of the household and documentation shall cover the most recent two-month period and be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances Under the HOME Program.
- D. DEVELOPER, or DEVELOPER'S representative as approved by COUNTY, will use third-party verifications to obtain income and asset information. In situations where it is not possible to obtain a third-party verification or there is a fee to obtain such verification, DEVELOPER may conduct a review of documents. If a review of documents is conducted, DEVELOPER must review the most recent two-months of documentation.
- E. Annually, during the Period of Affordability, DEVELOPER shall re-examine each household member's annual income to determine continuing HOME eligibility in accordance with 24 CFR Part 5, 24 CFR §92.203 or 24 CFR § 92.252.
- F. A qualifying or low-income household that is not low-income at the time of income re-certification (i.e., whose income is above 80 percent of the median income for the area) must pay rent that complies with the over income regulatory requirements at 24 CFR § 92.252(i)(2), which includes requirements applicable to HOME-ARP units that also have LIHTC restrictions.

40. LEASE REQUIREMENTS

- A. DEVELOPER will assure that the tenant of each HOME-ARP assisted unit executes a written lease for the unit and each lease shall contain the tenant protections found in 24 CFR § 92.253(a), as modified by HUD Notice CPD-21-10.
- B. The lease term shall be for not less than one (1) year, unless the tenant agrees, in writing, to a shorter lease term.
- C. The lease shall not contain any of the provisions prohibited under 24 CFR § 92.253(b), including but not limited to:
 - i. Agreement by the tenant to be sued,
 - ii. Waiver of the tenant's right to a jury trial,
 - iii. Waiver of the tenant's legal rights to notice,
 - iv. Agreement to pay attorney's fees beyond those awarded by a court, or
 - v. Authorization for the OWNER to take possession of the unit without a court order.
- D. The DEVELOPER may not terminate tenancy or refuse to renew the lease of a tenant in a HOME-ARP assisted unit except for:
 - i. Serious or repeated violations of the terms and conditions of the lease;

- ii. Violation of applicable federal, state, or local law; or
 - iii. Other good cause.
- E. For qualifying households, an increase in a tenant's income, refusal to participate in supportive services, or change in Qualifying Population status shall not constitute "good cause" for termination or nonrenewal.
 - F. The DEVELOPER shall provide the tenant with written notice specifying the grounds for termination or nonrenewal at least thirty (30) calendar days before the termination of tenancy or expiration of the lease term.
 - G. Participation in any supportive services offered to tenants of HOME-ARP assisted units shall be voluntary. Tenants shall not be evicted, penalized, or denied renewal of their lease for declining or ceasing to participate in services.

41. TERMINATION OF TENANCY

- A. DEVELOPER shall assure that a tenant's lease may not be terminated or non-renewed except for serious or repeated violations of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or, for other good cause.
- B. DEVELOPER shall assure that if a tenant's lease is terminated or not renewed that the tenant is served with written notice of the termination or non-renewal specifying the grounds for the action and that such notice is served upon the tenant at least 30 days before the termination of tenancy.

42. TENANT SELECTION AND PROJECT WAITLIST

- A. DEVELOPER shall adopt written tenant selection policies and criteria that are consistent with 24 CFR § 92.253(d) and State and local tenant-landlord laws. DEVELOPER shall provide COUNTY with a copy of its tenant selection policies and criteria.
- B. DEVELOPER shall establish and maintain a project-specific waiting list exclusively for individuals and families meeting one of the Qualifying Population (QP) definitions. Households on the waitlist must be verified as QPs prior to unit offer. Dane County reserves the right to approve the written tenant selection plan, which must comply with:
 - a. Fair housing and nondiscrimination laws;
 - b. Any QP preferences specified in the HOME-ARP Allocation Plan;
 - c. Prohibition on selection methods that unreasonably screen out individuals lacking rental history, credit, or other typical documentation.

For any HOME-ARP assisted units designated for low-income households (non-QP), DEVELOPER shall maintain a separate waitlist of income-qualified applicants. Priority shall be given to Qualifying Populations over other eligible low-income applicants, to ensure HOME-ARP targeting requirements are met.

- C. Any tenant selection preferences for Qualifying Populations (or subpopulations) shall be documented in the plan and applied in a manner consistent with fair housing and HUD Notice CPD-21-10.

- D. All applications, offers, rejections, and placements for HOME-ARP units must be documented to demonstrate compliance with the approved tenant selection criteria.

43. INTENTIONALLY OMITTED

44. PROPERTY STANDARDS

HOME-ARP assisted housing must be decent, safe and sanitary through-out the Affordability Period.

DEVELOPER shall ensure that at PROJECT completion, the HOME-ARP assisted units meet or exceed, and during the Affordability Period the HOME-ARP assisted units continue to meet or exceed, the following housing standards:

- a. All applicable building codes and regulations, rehabilitation standards where applicable, development controls, and zoning ordinances. In the absence of an applicable state or local code provisions, the HOME-ARP assisted PROJECT shall meet the International Code Council's International Residential Code or International Building Code, whichever is applicable to the type of housing developed by the DEVELOPER pursuant to this AGREEMENT.
 - (1.) The federal Housing Quality Standards established at 24 CFR § 92.251 and 24 CFR § 982.401.
 - (2.) The accessibility requirements at 24 CFR Part 8 which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794). Covered multi-family dwellings, as defined in 24 CFR § 100.201, must also meet the design and construction requirements of 24 CFR § 100.205, which implement the Fair Housing Act (42 U.S.C. §§ 3601-3619).
 - (3.) The federal National Standards for Physical Inspection of Real Estate (NSPIRE) established through amendments to 24 CFR parts 92, 93, 574, 576, and 578 to conform their various inspection requirements to NSPIRE also established an effective date for these amendments of October 1, 2023 per FR-6086-N-07. Per NOTICE PIH 2023-28 NSPIRE implementation has a compliance date of October 1, 2024.
 - (4.) NSPIRE replaces HQS guidance for all inspections conducted on and after the NSPIRE implementation compliance date. Prior to the implementation compliance date of NSPIRE, inspections are to be conducted in accordance with HQS, as defined in 24 CFR 982.401 unless otherwise directed by the COUNTY. All inspections conducted on or after the compliance date of October 1, 2024 are to be conducted in accordance with NSPIRE.
- b. The units constructed under this AGREEMENT shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.
- c. The units constructed under this AGREEMENT shall conform to the Rental Unit Energy Efficiency Standards established by the Wisconsin Department of Industry, Labor, and Human Relations.
- d. The units constructed under this AGREEMENT shall comply with all environmental laws and regulations governing lead-based paint, asbestos, materials containing urea formaldehyde, or any other environmentally controlled substance.

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45. AFFIRMATIVE MARKETING

- A. DEVELOPER shall establish an affirmative marketing program in compliance with the requirements of 24 CFR § 92.351, take affirmative steps to distribute information regarding the PROJECT and take other steps to attract persons from all racial, ethnic, and gender groups in the PROJECT'S housing market area. These affirmative steps shall include:
 - 1) Advertising available units in commercial media, using community contacts, including the Equal Housing Opportunity logo or slogan in all advertising, and by displaying the fair housing poster.
 - 2) Informing and soliciting applications from persons unlikely to seek units in the PROJECT without special outreach by using community organizations, churches, employment centers, fair housing groups, or housing counseling agencies.
 - 3) Keeping records on the race, color, national origin, religion, handicap, family status, ethnicity, and gender of household head of persons who have applied for or leased units in the PROJECT.
 - 4) Keeping records to document the actions taken to fulfill the affirmative marketing requirements described in 24 CFR § 92.351 and assessing the results of its affirmative marketing strategy.
- B. DEVELOPER shall submit an Affirmative Fair Housing Marketing Plan (HUD-935.2A or equivalent) to the COUNTY for approval prior to marketing or leasing any HOME-ARP units.
- C. DEVELOPER will implement the Plan and shall complete and submit a Form HUD-935.2A: Affirmative Marketing Report, or other equivalent form as supplied by the COUNTY, at initial rent-up, on each subsequent January 1 for the duration of this AGREEMENT, and as otherwise directed by the COUNTY.

46. FEES

In accordance with 24 CFR § 92.214, DEVELOPER is prohibited from charging any fees that are not reasonable and customarily charged by owners of rental housing.

47. ON-SITE INSPECTIONS AND MONITORING

- A. To monitor the continued affordability and condition of units assisted under this AGREEMENT, COUNTY, or its designee, shall conduct, annually or as frequently as COUNTY otherwise determines necessary, an inspection and review of tenancy and rental records for units assisted under this AGREEMENT. The DEVELOPER shall submit whatever reports and take whatever steps the COUNTY directs to assist this monitoring.
- B. COUNTY will perform on-site inspections of HOME-ARP assisted rental housing to determine compliance with property standards of 24 CFR § 92.251 and to verify the information submitted by the DEVELOPER in accordance with the requirements of 24 CFR § 92.252 and 24 CFR § 92.253, as applicable.
- C. DEVELOPER shall annually certify to COUNTY that each building and all HOME-ARP assisted units in the PROJECT are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established to meet the requirements of 24 CFR § 92.251.

ARTICLE III: NON-DISCRIMINATION, AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

48. NON-DISCRIMINATION AND EQUAL OPPORTUNITY-STATE AND LOCAL REQUIREMENTS

- A. During the term of this AGREEMENT, DEVELOPER agrees that it will not 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 force of the United States, or political beliefs against any persons, 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, selection for training including apprenticeship, rates of pay, and any other form of compensation of level of service(s).
- B. DEVELOPER shall post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of paragraph A above. 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.
- C. DEVELOPER shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.
- D. DEVELOPER shall comply with section 109 of the Housing and Community Development Act of 1974 which provides that no person shall, on the grounds of race, color, national origin sex, age or handicap be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Act.
- E. DEVELOPER shall incorporate the foregoing requirements in all bids and subcontracts.
- F. DEVELOPER authorizes COUNTY'S CDBG/HOME Office and HUD to conduct on-site reviews, examine personnel and employment records and conduct any other procedures or practices to assure compliance with these provisions.

49. NON-DISCRIMINATION AND EQUAL OPPORTUNITY - FEDERAL REQUIREMENTS

The following federal laws apply as noted in the respective program regulations:

- A. The Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations at 24 CFR Part 100 et seq.; Executive Order 11063, as amended by Executive Order 12892; (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR Part 107;
- B. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR Part 1 and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 et seq.);

- C. The Age Discrimination Act of 1975 (42 U.S.C. § 6101-6107) and implementing regulations at 24 CFR Part 146;
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and Title II of the Americans with Disabilities Act, (42 U.S.C. § 12101 et seq.) and implementing regulations at 24 CFR Part 8;
- E. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) and implementing regulations at 24 CFR Part 75;
- F. Equal Employment Opportunity, 41 CFR Chapter 60, if applicable; and
- G. Architectural Barriers Act of 1968 (42 U.S.C. § 4151 et seq.).

50. AFFIRMATIVE ACTION

If DEVELOPER has twenty (20) or more employees and receives \$20,000 or more in annual contracts with COUNTY, then DEVELOPER shall:

- A. Take affirmative action to ensure equal employment opportunity and shall establish a goal for job categories within the DEVELOPER'S workplaces.
- B. File an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this AGREEMENT. DEVELOPER may submit a copy of a current affirmative action plan on file and approved by a federal, state, or another local government unit. If any DEVELOPER fails to comply with the provision of this section, COUNTY may take any of the following actions: terminate this AGREEMENT, suspend this AGREEMENT or commence debarment proceedings against the DEVELOPER in accordance with §§ 19.63-19.64 of the Dane County Ordinances.
- C. DEVELOPER shall also, during the term of this AGREEMENT, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office and shall report annually the number of persons, by race, ethnicity, gender, and disability status, who apply for employment and, similarly classified, the number hired and the number rejected.
- D. DEVELOPER shall furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Ordinances, and the provisions of this AGREEMENT.

51. AFFIRMATIVELY FURTHERING FAIR HOUSING

DEVELOPER shall comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, including the Fair Housing Amendments Act of 1988 (P.L. 100-430), which prohibits discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin and requires that HUD programs be administered in a manner that affirmatively promotes fair housing. DEVELOPER shall comply with Executive Order 11063, as amended by Executive Order 12892 and Wis. Stat. § 106.50 and any subsequent relevant laws and amendments.

52. AMERICANS WITH DISABILITIES ACT COMPLIANCE

- A. DEVELOPER shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973 the Americans with Disabilities Act of 1990 and the Architectural Barriers Act of 1968, as amended, which provide that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds and that buildings or facilities that are altered, constructed or designed with federal funds comply with federal standards for accessibility. DEVELOPER shall also comply with the requirements of Wisconsin Statutes. §§ 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. DEVELOPER shall post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. DEVELOPER shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting and make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, DEVELOPER shall offer "programmatic accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. DEVELOPER shall employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. DEVELOPER shall refrain from the use of family members or friends as language interpreters unless specifically requested by the consumer and after a qualified agency interpreter has been offered. DEVELOPER shall train staff in human relations techniques and sensitivity to persons with disabilities. DEVELOPER shall provide, free of charge, all documents necessary to its clients' meaningful participation in DEVELOPER'S programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. DEVELOPER shall train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in DEVELOPER'S programs and services.

53. BILINGUAL SERVICES FOR THOSE WITH LIMITED ENGLISH PROFICIENCY

DEVELOPER shall maintain comprehensive policies to address the needs of employees and clients with limited English proficiency and employ staff with bilingual or special foreign language translation skills appropriate to the needs of the DEVELOPER'S client population or will purchase the services of qualified adult interpreters who are available within a reasonable time, to communicate with clients who have limited English proficiency. DEVELOPER shall refrain from the use of family members or friends as language interpreters unless specifically requested by the consumer and after a qualified agency interpreter has been offered. DEVELOPER shall provide, free of charge, all documents necessary to its clients' meaningful participation in DEVELOPER'S programs and services in alternative languages appropriate to the needs of the client population. DEVELOPER shall train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in DEVELOPER'S programs and services.

54. CIVIL RIGHTS COMPLIANCE

- A. DEVELOPER shall comply with the 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.
- B. DEVELOPER shall comply with the applicable COUNTY civil rights compliance policies and procedures and with civil rights monitoring reviews performed by COUNTY, including the examination of DEVELOPER'S records and relevant files. DEVELOPER shall furnish all information and reports required by the COUNTY and HUD as they relate to affirmative action and non-discrimination. DEVELOPER will cooperate with the COUNTY in developing, implementing, and monitoring corrective action plan that result from any reviews.
- C. DEVELOPER shall post the Equal Opportunity Policy, the name of the DEVELOPER'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 COUNTY'S policies and procedures and made available in languages and formats understandable to applicants, clients, and employees. DEVELOPER shall supply to the Dane County Contract Compliance Office 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.
- C. DEVELOPER shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- D. If DEVELOPER has 20 or more employees and receives \$20,000 or more in annual contracts with COUNTY, the DEVELOPER shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC) and a copy of its discrimination complaint form. 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 COUNTY. The plan may cover a two-year period.
- E. If an approved CRC plan has been received during the previous calendar year, a plan update is acceptable. If DEVELOPER submits a CRC/AA Plan to the State of Wisconsin that covers the services purchased by COUNTY, a verification of acceptance by the State of DEVELOPER'S CRC plan is sufficient. If DEVELOPER is a government entity having its own compliance plan, DEVELOPER'S plan shall govern DEVELOPER'S activities.
- F. If DEVELOPER has less than 20 employees, but said DEVELOPER receives more than \$20,000 from the COUNTY in annual contracts, it 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.

55. VIOLENCE AGAINST WOMEN ACT

- A. DEVELOPER shall comply with the Violence Against Women Act ("VAWA"), as amended (42 U.S.C. § 13925 and 42 U.S.C. 14043e, et seq.), including, but not limited to, as required by 24 CFR § 92.359.

- B. DEVELOPER shall provide to each of its applicants and to each of its tenants the notice of occupancy rights and the certification form as described in this section:
- (1) A "Notice of Occupancy Rights under the Violence Against Women Act," as prescribed in accordance with directions provided by HUD, that explains the VAWA protections under 24 CFR subpart L, including the right to confidentiality, and any limitations on those protections; and
 - (2) A certification form, in a form approved by HUD, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking, and that:
 - i. States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking;
 - ii. States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection under 24 CFR subpart L meets the applicable definition for such incident under 24 CFR § 5.2003; and
 - iii. Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.
- C. DEVELOPER shall provide the notice and certification form required by paragraph 8 of this section to an applicant or tenant no later than at each of the following times:
- (1) At the time the applicant is admitted to a HOME-ARP assisted unit, or denied admission to a HOME-ARP assisted unit, based on the DEVELOPER'S tenant selection policies and criteria; and
 - (2) At the time of any notification of eviction from a HOME-ARP assisted unit.
- D. DEVELOPER shall include, in a form provided by the COUNTY, a VAWA lease term/addendum, as required by 24 CFR § 92.359(e).

56. QUALIFYING POPULATIONS & OCCUPANCY

- A. Target Populations and Occupancy Requirements. DEVELOPER shall ensure that at least seventy percent (70%) of the HOME-ARP assisted units are initially and continuously occupied by households meeting one or more definitions of "Qualifying Populations" under HUD Notice CPD-21-10. These include:
- i. Individuals or families experiencing homelessness;
 - ii. Individuals or families at risk of homelessness;
 - iii. Individuals or families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking;
 - iv. Other populations at greatest risk of housing instability as defined by Dane County's HOME-ARP Allocation Plan.

Remaining HOME-ARP assisted units (no more than 30%) may be occupied by households whose incomes do not exceed 80% of the Area Median Income (AMI) at initial occupancy.

A household qualifying as a QP at initial occupancy shall continue to be considered eligible for the duration of tenancy, regardless of any change in household income or circumstance, per HUD Notice CPD-21-10.

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57. EQUAL OPPORTUNITY NOTICE

In all solicitations for employment placed by or on DEVELOPER'S behalf during the term of this AGREEMENT, DEVELOPER shall include a statement identifying DEVELOPER as an "Equal Opportunity Employer."

58. MINORITY, WOMEN, LOCAL AND SMALL BUSINESS ENTERPRISES

- A. DEVELOPER shall comply with Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), Executive Order 12138 (concerning Women's Business Enterprise), and 24 CFR § 85.36.
- B. DEVELOPER shall take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

59. PARTICIPATION IN HUD PROGRAMS BY FAITH-BASED ORGANIZATIONS

DEVELOPER shall comply with the requirements of 24 CFR § 92.257 and Executive Order 13279, as amended by Executive Order 13559, which govern the participation in HUD-funded programs by faith-based organizations.

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ARTICLE IV: MISCELLANEOUS TERMS AND CONDITIONS

60. CONTRACTS UNDER THIS AGREEMENT

- A. DEVELOPER shall ensure that the terms of this AGREEMENT are complied with in all contracts to which it is a party and pursuant to which HOME-ARP FUNDS are disbursed to other persons or entities.
- B. From the effective date of this AGREEMENT forward, DEVELOPER shall request from COUNTY documents that COUNTY requires be included in bid solicitations and specifications. At COUNTY'S discretion, DEVELOPER shall submit to COUNTY, for review prior to distribution, copies of said solicitations and specifications.
- C. DEVELOPER shall not employ, award contracts to, or otherwise fund or engage the services of any individual, corporation or other entity during any period said individual, corporation or other entity is the subject of debarment, suspension, or ineligibility status under the provisions of 24 CFR Part 24.
- D. DEVELOPER shall comply with and include in every bid solicitation and contract a requirement that each subcontractor comply with the following federal laws, as applicable to this contract: the Copeland "Anti-Kickback" Act (18 USC§ 874); the Contract Work Hours and Safety Standards Act (40 USC §§ 327-330); and the Equal Opportunity Provisions of Executive Order 11375; all federal regulations promulgated in furtherance thereof and any amendments thereto.
- E. If this AGREEMENT calls for the construction or rehabilitation with HOME-ARP FUNDS of twelve (12) or more units, DEVELOPER shall include in every bid solicitation and contract, documents supplied by COUNTY that address the federal requirements of the Davis-Bacon Act (40 USC § 276a) and the Act's implementing regulations.
- F. If there is a violation of any Act cited above, COUNTY may withhold from payment to DEVELOPER an amount sufficient to pay underpaid employees the difference between the wages required to be paid, and the wages actually paid. If any contractor refuses to pay out underpayments as required, the underpayments shall be disbursed by COUNTY to the employee(s). DEVELOPER shall assist COUNTY as COUNTY directs in meeting the requirements of this section, including the collection of information, the withholding of funds from contractors, the disbursement of funds to underpaid workers, or as COUNTY otherwise directs.

61. FEDERAL PROHIBITION AGAINST LOBBYING

By signing this AGREEMENT, DEVELOPER 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, DEVELOPER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- C. DEVELOPER 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.

62. ASSIGNMENT AND TRANSFER

DEVELOPER shall not assign or transfer any interest or obligation in this AGREEMENT without the prior written consent of COUNTY, unless otherwise provided herein. Claims for money due to DEVELOPER from COUNTY under this AGREEMENT may be assigned to a bank, trust company, or other financial institution without COUNTY consent, if and only if, the instrument of the assignment provides that the right of the assignee in and to any amounts due or to become due to DEVELOPER shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this AGREEMENT. DEVELOPER shall furnish COUNTY with notice of any such assignment or transfer.

63. CONFIDENTIALITY

DEVELOPER shall comply with all pertinent Federal and State statutes, rules, regulations, and county ordinances related to confidentiality. Specifically, COUNTY and DEVELOPER agree that:

- A. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this AGREEMENT, will at all times remain confidential and not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
- B. Client specific information will be released only as permitted by law and only to persons and entities who have a specific need for the information which is directly connected to the delivery of service to the client under the terms of this AGREEMENT and only where such persons require the requested information to carry out official functions and responsibilities.
- C. DEVELOPER shall inform persons and entities who receive client specific information pursuant to this AGREEMENT of the confidential nature of the information and the prohibitions regarding disclosure of this information.
- D. Upon request from COUNTY and/or HUD, client specific information, shall be exchanged between DEVELOPER, COUNTY and/or HUD consistent with applicable federal and state statutes, for the following purposes:
 - (1) Mandated reporting to HUD;
 - (2) Meeting HUD monitoring requirements;
 - (3) Fiscal and program audits and evaluations.
- E. DEVELOPER shall comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the DEVELOPER provides or purchases, pursuant to the terms of this AGREEMENT.

64. CONFLICT OF INTEREST

DEVELOPER shall comply with the provisions of 24 CFR § 92.356(f) which provides that no owner, developer or sponsor (or officer, employee, agent, elected or appointed official or consultant of said entity) of a HOME-ARP assisted project (or an immediate family member of any such listed person) may occupy a unit in the PROJECT during the Affordability Period. Excepted from this prohibition is an employee or agent of DEVELOPER who occupies a housing unit as the PROJECT manager or maintenance worker.

65. DISPLACEMENT, RELOCATION, AND ACQUISITION

- A. Consistent with the requirements under 24 CFR § 92.353, DEVELOPER shall take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the PROJECT assisted under this AGREEMENT. To the extent feasible, residential tenants displaced by the PROJECT shall be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the PROJECT.
- B. DEVELOPER shall comply with the provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and its regulations at 49 CFR Part 24; Department of Housing and Urban Development (HUD) regulations 24 CFR § 570.606; Sec. 32.185 through 32.29, Wis. Stats. and Ch. COMM 202 of Wisconsin Administrative Codes.

66. DRUG FREE WORKPLACE

DEVELOPER shall provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in each DEVELOPER'S workplace and specifying the actions that will be taken against an employee for violation of such prohibition; and
- B. Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and
- C. Ensuring that each employee engaged in the performance of work funded under this AGREEMENT be given a copy of the statement required by paragraph A; and
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five calendar days after such conviction; and

- E. Within ten (10)calendar days after receiving notice under subparagraph D(2) from an employee or after having otherwise receiving actual notice of such conviction, providing notice to COUNTY of such conviction. Said notice to COUNTY shall include: the employee's name and the title of the employee's position.
- F. Within thirty(30) calendar days of receiving notice under subparagraph D(2), with respect to any employee who is so convicted, DEVELOPER shall:
 - (1) Take appropriate personnel action against such an employee up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Require such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

67. GRANT CLOSEOUT

DEVELOPER'S obligations under this AGREEMENT shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining custodianship of records. Notwithstanding the foregoing, the terms of this AGREEMENT shall remain in effect during any period that DEVELOPER has control over HOME-ARP FUNDS, including program income. DEVELOPER understand and acknowledge that all reporting requirements survive the expiration of this AGREEMENT and that all HOME-ARP requirements remain in force until the expiration of the Affordability Period.

68. INDEMNIFICATION

Except when such losses, claims, damages or liabilities are the fault of COUNTY, DEVELOPER shall, for itself, indemnify and hold COUNTY harmless against any losses, claims, damages, or liabilities to which COUNTY may be subject as a result of any claim for services related to the transactions contemplated hereunder or arising out of any such claim, including but not limited to claims arising from the construction, use or occupancy of the PROJECT and including all common law damage claims, civil rights actions, or contractual claims of any kind and will reimburse COUNTY for any reasonable legal or other expenses incurred by it in investigating or defending any such claim or liability asserted therefore.

69. INSURANCE

- A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this AGREEMENT, DEVELOPER shall obtain and at all times during the term of this AGREEMENT, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omission coverage for professional service or where applicable), issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this AGREEMENT, DEVELOPER, for itself, shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured on DEVELOPER'S policies and, upon request, provide certified copies of the required insurance policies. If DEVELOPER 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 the professional malpractice or errors and omissions coverage, if the services being

provided are professional services coverage is Claims-Made and indicate the Retroactive Date. DEVELOPER shall maintain this required insurance coverage for the duration of this AGREEMENT and for six (6) years following completion of this AGREEMENT. DEVELOPER shall furnish COUNTY annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that DEVELOPER shall furnish COUNTY with a thirty (30)day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, DEVELOPER, for itself, or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the said DEVELOPER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to DEVELOPER and shall cooperate with DEVELOPER'S attorneys in the defense of the action, suit or other proceeding.

- B. DEVELOPER shall furnish COUNTY with evidence of adequate Worker's Compensation Insurance.
- C. In case of any sublet of work under this AGREEMENT, DEVELOPER shall furnish evidence that each and every subcontractor has in force and effect, insurance policies providing coverage identical to that required of DEVELOPER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance coverage and indemnification requirements, 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 COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this AGREEMENT.
- E. DEVELOPER shall obtain a current ALTA form of title insurance for the PROPERTY in an amount and format acceptable to COUNTY that names COUNTY as an insured.
- F. DEVELOPER shall ensure that every contractor participating in the PROJECT shall obtain contractor's multiple perils builders risk hazard insurance in an amount acceptable to COUNTY, with a provision for 30-days written notice to COUNTY of cancellation, non-renewal, or known material change.

70. INSURANCE AND CONDEMNATION PROCEEDS

COUNTY agrees that insurance and condemnation proceeds shall be used to rebuild or restore the PROJECT provided that (i) if such proceeds are not reasonably sufficient to so rebuild or repair, sufficient additional funds are provided from other sources to rebuild or restore the PROJECT and (ii) COUNTY shall have the right to reasonably approve plans and specifications for any major rebuilding and the right to reasonably approve disbursement of such proceeds under a construction escrow or similar arrangement, subject to the prior rights of any senior lenders.

71. LEAD-BASED PAINT

DEVELOPER shall comply with the provisions of the Lead-Based Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M, and R, as well as, State and local laws regarding lead paint. State of Wisconsin Code HFS 163 applies to any person performing, supervising, or offering to perform or supervise a lead-based paint activity involving housing or a child-occupied facility constructed prior to 1978 (unless the property is occupied by the elderly, or the disabled, or is a zero-bedroom dwelling unit.) These standards in part require certification of all inspectors,

supervisors, and workers by DHFS; a person certified as a supervisor of lead hazard reduction must be on the site at all times when work designed to reduce lead-based paint hazards is being performed and must have his/her certification card on the premises; and that the supervisor of the lead hazard reduction work notify Wisconsin DHFS a minimum of ten (10) days prior to commencing the work.

72. LICENSE, CERTIFICATION, AND STANDARD COMPLIANCE

- A. Service Standards. DEVELOPER shall comply at all times during the period of this AGREEMENT, with all State and Federal service standards as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this AGREEMENT.
- B. Licenses and Certifications. Where required by law, DEVELOPER will be at all times, licensed or certified by either the State or County as a qualified DEVELOPER of the services purchased herein. DEVELOPER shall submit copies of the required licenses or certifications upon request by COUNTY.
- C. County Standard. Where DEVELOPER is not certified, licensed, or otherwise regulated, and COUNTY desires to apply a specific set of standards to DEVELOPER, the same are specified in this AGREEMENT.
- D. Background Checks. DEVELOPER shall complete background checks for all employees having regular contact with children, elderly or vulnerable adults.
- E. Notification. DEVELOPER shall notify the COUNTY promptly, in writing, if it is unable to comply with any of the above State or Federal requirements.

73. COMPLIANCE WITH HUD NOTICES

If CPD Notice 21-10 is superseded, the OWNER shall comply with the requirements of the subsequent CPD Notice issued by HUD.

74. MONITORING

- A. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days notice before a review or monitoring procedure. DEVELOPER shall submit to such monitoring by COUNTY as the COUNTY may request during the term of this AGREEMENT and throughout the Affordability Period. Monitoring will be directed toward any program performance, financial performance, and regulatory performance, including but not limited to: agreement compliance, certification status, financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, Eviction Reporting, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interviews with program beneficiaries, interviews with direct service and management personnel. The State and/or Federal government may also conduct review in connection with their oversight functions. DEVELOPER will cooperate with COUNTY, State, and Federal governments in these reviews.
- B. DEVELOPER shall cooperate with the COUNTY in resolving any findings or concerns resulting from the monitoring within the timelines specified by the COUNTY.

75. NO WAIVER OF RIGHT OF RECOVERY

In no event shall the making of any payment or acceptance of any service or product required by this AGREEMENT constitute or be construed as a waiver by COUNTY of any breach of the covenants of this AGREEMENT or a waiver of a default. The making of any such payment, or acceptance of any such service or product by COUNTY while any such default or breach shall exist, shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy, as a result of such breach or default.

76. PENALTIES

- A. DEVELOPER shall provide prompt notice to COUNTY in the event that it will be unable to meet any deadline, including deadlines for filing reports, set by COUNTY. Concurrent with notification, DEVELOPER shall submit either a request for an alternative deadline or optional courses of action of both. COUNTY may grant or deny the request. COUNTY has the prerogative to withhold payment to DEVELOPER upon denial of request or until any condition set by COUNTY is met. In the case of contracts that have been renewed or continued from a previous contractual period, COUNTY may withhold payment in the current period for failures that occurred in a previous period.
- B. If COUNTY is liable for damages sustained as a result of breach of this AGREEMENT by DEVELOPER, COUNTY may withhold payments to DEVELOPER as set off against said damages.
- C. If, through any act or failure of action by DEVELOPER, COUNTY is required to refund money to a funding source or granting agency, DEVELOPER shall pay to COUNTY within ten (10) working days any such amount, along with any interest and penalties.

77. PROPERTY MANAGER

DEVELOPER shall obtain COUNTY'S approval of any property manager selected to manage the DEVELOPMENT prior to entering into a management contract (other than the approved property manager cited in Article 1. Section 1.B Definitions) DEVELOPER shall provide COUNTY with prior written notice of any change in the designated property manager and COUNTY shall notify DEVELOPER within 30-days of the date of such notice if it does not approve of the entity chosen.

78. RECORDS

- A. Public Access to Program Records. In accordance with 24 CFR § 92.508, the DEVELOPER shall provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.
- B. HUD Access to Records. DEVELOPER shall provide HUD and the Controller General of the United States, and any of their representatives, access upon request to any pertinent books, documents, papers or other records of the DEVELOPER in order to make audits, examinations, excerpts, and transcripts.
- C. Open Records Requests. DEVELOPER shall assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality that either DEVELOPER keeps or maintains on behalf of COUNTY.

- D. Records Retention. DEVELOPER shall retain all records required by this AGREEMENT for the most recent five year period, in accordance with 24 CFR § 92.508(c), except as provided below:
- (1) For rental housing projects, records must be retained for five years after the PROJECT completion date; except that records of individual tenant income verifications, tenant eligibility (QP status), project rents, and project inspections must be retained for the most recent five-year period, until five years after the affordability period terminates.
 - (2) Written agreements must be retained for five years after the AGREEMENT terminates.
 - (3) Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the PROJECT have received the final payment to which they are entitled in accordance with 24 CFR § 92.353.
 - (4) If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

79. SECTION 3 OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968

1. If the maximum cost of this AGREEMENT exceeds \$200,000 and the services purchased hereby are for housing rehabilitation, housing construction, or other public construction, such as the construction of homeless shelters and transitional living quarters, DEVELOPER shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and the implementing regulations found at 24 CFR Part 75 (herein "Part 75"). Section 3 and Part 75 require recipients of over \$200,000 in HUD assistance, to make an effort to recruit low-income people for job openings and recruit businesses that provide economic assistance to low-income people.
2. DEVELOPER hereby certifies that it is not under any contractual or other impediment that would prevent it from complying with the Part 75 regulations.
3. DEVELOPER shall comply with the following Section 3 requirements and include the following clauses in every contract or subcontract for work performed in connection with this AGREEMENT:
 - 1) The work to be performed under this contract (subcontract) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3). See 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic activities generated by certain HUD assistance and HUD assisted projects shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly those who are recipients of government housing assistance and to businesses that provide economic assistance to low and very low income persons.
 - 2) DEVELOPER agrees to send, and shall ensure that all of the DEVELOPER'S contractors and subcontractors sends, to each labor organization or workers' representative with which the DEVELOPER or DEVELOPER'S contractors and subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of DEVELOPER and the DEVELOPER'S contractor's and subcontractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
 - 3) DEVELOPER agrees to take appropriate action, and shall ensure that DEVELOPER'S contractors and subcontractors agree to take appropriate action, as required by Section 3 and Part 75, upon a finding that any of its contractors (subcontractors) is in violation of Section 3 or Part 75. DEVELOPER will not contract with, and will ensure that DEVELOPER'S other contractors (subcontractors) will not contract with, any other party if DEVELOPER or DEVELOPER'S other

contractor (subcontractor) has notice or knowledge that the party has been found in violation of the Part 75 regulations.

- 4) DEVELOPER shall certify, and shall ensure that DEVELOPER's contractors and subcontractors certify, that any vacant employment positions, including training positions, that are filled (1) after DEVELOPER and its contractor (subcontractor) are selected but before this AGREEMENT or a DEVELOPER'S contract (subcontract) is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER'S obligations under 24 CFR Part 75.
- 5) DEVELOPER acknowledges, and will ensure that DEVELOPER'S contractors and subcontractors acknowledge, that non-compliance with the regulations set forth in 24 CFR Part 75 may result in sanctions, termination of this AGREEMENT and/or the DEVELOPER'S contracts (subcontracts) for default and debarment from future HUD-assisted contracts.

80. TERMINATION, SUSPENSION, AND/OR MODIFICATION

- A. DEVELOPER acknowledges that COUNTY may suspend or terminate this AGREEMENT if DEVELOPER materially fails to comply with any term of the AGREEMENT, subject to applicable notice and cure periods set forth in this AGREEMENT.
- B. Failure of DEVELOPER to fulfill any of its obligations under AGREEMENT in a timely manner or violation by either DEVELOPER of any covenants or stipulations contained in this AGREEMENT shall, after written notice and an opportunity to cure in accordance with Section 18, constitute grounds for COUNTY to terminate this AGREEMENT upon thirty (30) days prior written notice to DEVELOPER.
- C. The following shall constitute grounds for immediate termination after written notice and, where permitted by law, a reasonable opportunity to cure:
 - (1) Violation by DEVELOPER of any State, Federal, or local law or failure to comply with any applicable State and Federal service standards as expressed by applicable statutes, rules, and regulations.
 - (2) Failure by DEVELOPER to carry applicable licenses or certifications as required by law.
 - (3) Failure of DEVELOPER to comply with reporting requirements contained herein.
 - (4) Inability of DEVELOPER to perform the work required by this AGREEMENT.
- D. Any Federal or State Government's decision to terminate Award Agreement for any reason, its refusal to reimburse COUNTY under the Award Agreement, or its decision to impose additional conditions not already set forth in the Award Agreement, may result in immediate termination of this AGREEMENT without notice.
- E. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder shall result in automatic termination of this AGREEMENT as of the date funds are no longer available, without notice.

81. OTHER MISCELLANEOUS PROVISIONS

- A. 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 or subcontractors of either of the parties. Where any DEVELOPER intends to meet its obligations under this or any part of this AGREEMENT through a subcontract, DEVELOPER shall ensure that it requires of its subcontractor(s) the same obligations incurred by DEVELOPER under this AGREEMENT.
- B. 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.

- C. Severability. The invalidity or un-enforceability of any particular provision of this AGREEMENT shall not affect the other provisions herein, and this AGREEMENT shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.

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ARTICLE V: FINANCIAL TERMS

82. AUDITS

If either DEVELOPER expends \$750,000 or more in total Federal financial assistance in a year, DEVELOPER is responsible for obtaining an independent audit in accordance with the Single Audit Act of 1984 and 2 CFR part 200. Such Federal financial assistance may be in the form of grants, loans, contracts, loan guarantees, property, interest subsidies, insurance, direct appropriations, and other non-cash assistance.

83. BOND

- A. If DEVELOPER has any employees, then at all times during the term of this AGREEMENT DEVELOPER shall maintain an employee dishonesty bond in an amount sufficient to hold DEVELOPER harmless in the event of employee fraud or defalcation. Such bond shall insure DEVELOPER against the loss of funds provided through this AGREEMENT and the loss of client funds to which DEVELOPER or its employees have access through the services provided through this AGREEMENT. DEVELOPER shall furnish evidence of having met this requirement upon request by COUNTY.
- B. Intentionally Deleted.

84. NOTICE OF FINANCIAL INSTABILITY

DEVELOPER shall promptly notify COUNTY, in writing, of any of the following events:

- A. DEVELOPER is unable to meet its financial obligations to its employees, to the state or federal government, or to any creditor.
- B. DEVELOPER has written one or more checks drawn on insufficient funds and, as a result, the DEVELOPER has caused an overdraft in its bank accounts in excess of \$25,000 during any 30-day period.
- C. A lawsuit or other claim has been filed against DEVELOPER and the relief requested by petitioner includes an award of liquidated damages in excess of \$25,000.00.
- D. DEVELOPER has filed a petition under any chapter of the United States Bankruptcy Code.
- E. DEVELOPER has sustained or will sustain a loss for which it has insufficient financial resources.
- F. Any other event that impedes DEVELOPER'S ability to perform under this AGREEMENT.

85. PROCUREMENT STANDARDS

DEVELOPER is the responsible authority, without recourse to HUD or the COUNTY, regarding the settlement of all contractual and administrative issues arising out of the procurement entered in support of this AGREEMENT.

[The remainder of this page is intentionally left blank]

86. PURCHASED EQUIPMENT

Where applicable, DEVELOPER shall comply with the State of Wisconsin's Allowable Cost Policy Manual, which requires that any asset with an acquisition cost in excess of \$5000 be capitalized. DEVELOPER shall make requests for any exceptions to this policy in writing to the appropriate Division Manager for the COUNTY. These requests shall be made prior to the purchase of any such asset.

[The remainder of this page is intentionally left blank]

ARTICLE VI: RECORDKEEPING AND REPORTS

87. RECORDS TO BE MAINTAINED

DEVELOPER shall ensure that it and its subcontractors maintain all records specified in 24 CFR § 92.508. These records include, but are not limited to:

- A. A full description of each project assisted with HOME-ARP FUNDS, including the location, form of HOME-ARP assistance, and the units or tenants assisted with HOME-ARP FUNDS.
- B. The source and application of funds for each project, including supporting documentation.
- C. Records demonstrating that each rental housing project meets the minimum per-unit subsidy amount of 24 CFR § 92.205(c), the maximum per-unit subsidy amount of 24 CFR § 92.250(a), and the subsidy layering guidelines adopted in accordance with 24 CFR § 92.250(b).
- D. Records demonstrating that each project meets the property standards of 24 CFR § 92.251 and the lead based paint requirements of 24 CFR § 92.355.
- E. Records demonstrating that each family is income eligible in accordance with 24 CFR § 92.203.
- F. Records demonstrating that each rental housing project meets the affordability and income targeting requirements of 24 CFR § 92.252, as modified by ARP and CDP Notice 21-10 for the required period. Records must be kept for each family assisted.
- G. Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with 24 CFR § 92.206(b).
- H. Records which demonstrate compliance with the requirements in 24 CFR § 92.353 regarding acquisition, displacement, relocation, and replacement housing.
- I. Financial records.
- J. Audit reports.
- K. Records required to be maintained in accordance with other applicable laws and regulations set forth in 24 CFR § 92.508, which include, but is not limited to: equal opportunity and fair housing records, affirmative marketing and MBE/WBE records, labor standards; national flood insurance; lead-based paint; use of debarred, suspended, or ineligible contractors; and conflict of interest requirements.
- L. Records shall be accurate, complete, and orderly.
- M. DEVELOPER shall ensure that COUNTY, HUD, and the Comptroller General of the United States, and other authorized governmental agencies have the right of access to any pertinent records of DEVELOPER and DEVELOPER'S subcontractors for purposes of conducting audits, examinations or investigations and permit said entities to make copies of said records as necessary.
- N. In addition to the above, for HOME-ARP assisted units, DEVELOPER shall maintain records sufficient to demonstrate ongoing compliance with HUD Notice CPD-21-10, including but not limited to:
 - 1. Documentation verifying that each household initially occupying a HOME-ARP assisted unit met the definition of a Qualifying Population (QP), or was income-qualified as a low-income household ($\leq 80\%$ AMI). This may include third-party verifications or affidavits of homelessness, risk of homelessness, status as a victim of domestic violence, etc., as applicable to that household.
 - 2. A copy of each lease agreement, including all required HOME-ARP lease provisions and tenant protections.
 - 3. Records showing rent limits, actual tenant rent contributions, and utility allowance calculations for each assisted unit.
 - 4. Documentation of tenant income and rent determinations, including annual recertifications where applicable.
 - 5. Unit designation tracking records (indicating which units are reserved for QP and which are for non-QP low-income households), and supporting documentation showing the PROJECT

- continues to meet the minimum 70% QP occupancy requirement.
6. Written tenant selection procedures, including PROJECT-specific waitlist documentation and records of tenant referrals.
 7. Records of supportive services offered or coordinated, if applicable, and documentation confirming that participation in such services was voluntary.
 8. Any reports or records relating to use of HOME-ARP operating cost assistance (if applicable), including operating reserve balances and disbursements.
 9. Annual compliance reports submitted to the COUNTY and any additional performance or occupancy data required by HUD.

88. REPORTS REQUIRED

A. DEVELOPER agrees to provide the following reports to COUNTY as required by this AGREEMENT:

- (1) Affirmative Action/Civil Rights Compliance Plan. If DEVELOPER is required by the terms of this AGREEMENT to submit an Affirmative Action Plan or a Civil Rights Compliance Plan, DEVELOPER agrees to submit the AA/CRC Plans as specified by the terms of this AGREEMENT.
- (2) Affirmative Marketing Plan. DEVELOPER shall submit to COUNTY an Affirmative Marketing Plan that complies with the requirements of 24 CFR 92.351 prior to the lease-up of any units.
- (3) Annual HOME Rent and Occupancy Reports. DEVELOPER shall submit annual rent and occupancy data for HOME-ARP assisted rental units in a format provided by the COUNTY on or before January 31 of each year.
- (4) Audit Reports. DEVELOPER shall submit its auditors' reports to the COUNTY within 30 days of receipt of the reports as specified by this AGREEMENT.
- (5) Beneficiary/Participant Reports. DEVELOPER shall submit to COUNTY, program beneficiary/participant reports in a format provided by COUNTY on a monthly basis at the time that a HOME-ARP unit is first leased to a new tenant until full rent-up is achieved for HOME-ARP assisted units. COUNTY will require submission of demographic information on all applicants for the HOME-ARP assisted units in addition to those who occupy the units.
- (6) Evaluation Reports. DEVELOPER shall submit to COUNTY any third-party evaluations or accreditation DEVELOPER obtain during the term of this AGREEMENT. Said evaluations or accreditations shall be submitted to COUNTY at the time received.
- (7) Expense Reports. DEVELOPER shall submit expense reports with supporting documentation on the form provided by COUNTY. The amount of reimbursement is limited to the amount needed for payment of eligible costs.
- (8) Labor Standards Enforcement Report. If applicable, DEVELOPER shall provide information to the COUNTY in a format and time dictated by the COUNTY sufficient for the COUNTY submit the Semi-Annual Labor Standards Enforcement Report to HUD
- (9) Lease. DEVELOPER shall provide copies of the tenant lease to the COUNTY prior to lease-up and on an annual basis. The lease must meet the requirements of 24 CFR 92.253.
- (10) Minority, Women, Small and Local Business Reports. DEVELOPER shall submit information in a format dictated by the COUNTY sufficient to enable the COUNTY to meet its reporting requirements under 24 CFR 92.508 (7). COUNTY'S reports are due to HUD by April 30 and October 31 of each year.
- (11) Tenant Participation Plan. DEVELOPER shall submit a Tenant Participation Plan that complies with the requirements of 24 CFR 92.303 that meets the COUNTY's approval. DEVELOPER will ensure tenant participation in management decisions.
- (12) Tenant Selection Policies and Criteria. DEVELOPER shall submit written tenant selection policies and criteria that comply with the requirements of 24 CFR 92.253 for COUNTY's approval prior to the lease-up of any units.
- (13) Qualifying Populations. DEVELOPER shall submit annual report on how many of the units are occupied by QPs vs low-income.

- (14) Eviction Report. DEVELOPER shall submit an Eviction Report annually during the term of this AGREEMENT, in a form supplied by the County, containing the following information: 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). This report shall be due to the COUNTY no later than January 15 and shall reflect the period from January 1 to December 31 of the previous calendar year.
- B. DEVELOPER understand that time is of the essence with respect to all reports and agree to make all reports in a timely manner as provided below, and agree that if they fail to timely submit any report due under the terms of this AGREEMENT, COUNTY may withhold payment until such report is provided, including payment due from either a previous year or the current year.
- C. DEVELOPER understand and acknowledge that all reporting requirements survive the expiration date of this AGREEMENT until the expiration of the Affordability Period.
- D. DEVELOPER shall assist COUNTY in meeting any other reporting requirements that may arise during the term of this AGREEMENT.

89. NOTICE TO APPLICANTS AND TENANTS

DEVELOPER agrees 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.
- E. The RECIPIENT further agrees that if the sign is posted on the exterior of the building that they shall follow all applicable municipal zoning ordinances.


[Signature Pages to Immediately Follow]

IN WITNESS WHEREOF, COUNTY and DEVELOPER, 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.

MERCHANT PLACE APARTMENTS – MADISON, LLC
A Wisconsin Corporation

By: **MERCHANT PLACE APARTMENTS – MADISON MM, LLC,**
Its Manager

By: **NORTHPOINTE DEVELOPMENT II CORPORATION,**
Its Manager

By: 

Callan L. Schultz, President

Date Signed: 7/21/2025

DANE COUNTY

BY: _____
Melissa Agard, County Executive

Date Signed: _____

BY: _____
Scott McDonell, County Clerk

Date Signed: _____

SCHEDULE A:
MERCHANT PLACE APARTMENTS
HOME-ARP PROGRAM
(Scope of Services)

ELIGIBLE ACTIVITY

Each activity funded under this AGREEMENT must meet the eligibility requirements of the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act as amended, 42 U.S.C. 12701 et seq. and the federal regulations promulgated thereunder, as well as the American Rescue Plan Act of 2021 (P.L. 117-2) ("ARP") for the HOME Investment Partnerships Program (HOME). The activities described in this Schedule A are eligible under 24 Code of Federal Regulations Part 92.205(a)(1), and HUD CPD Notice 21-10.

1. PROJECT

- A. In accordance with 24 CFR § 92.205(d) and HUD Notice CPD 21-10, the PROJECT shall consist of the construction of seven (7) units of low-income rental housing of the type, number of bedrooms, and rent levels described in this AGREEMENT. PROJECT units are part of a 124-unit affordable rental housing development to be known as MERCHANT PLACE APARTMENTS.
- B. At least 2 of the HOME-ARP units shall be occupied by very low-income families and meet one of the rent requirements listed in 24 CFR § 92.252(b), and HUD Notice CPD21-10.
- C. PROJECT units are fixed and shall be leased only to HOME-ARP eligible Qualifying Populations (QPs) and low-income families.
- D. The PROJECT is intended to serve households that meet the definitions of Qualifying Populations (QPs) under HUD Notice CPD-21-10.
- E. The DEVELOPER shall permit the QSP to coordinate with tenants on-site and to provide referrals to off-site services as needed. To ensure that the QSP is able to perform the required services for the tenants, the DEVELOPER shall facilitate routine meetings between the QSP, property management, any other necessary parties, and the DEVELOPER.
- F. In accordance with HOME-ARP requirements, all participation in supportive services by tenants shall be strictly voluntary and shall not be required as a condition of tenancy, lease renewal, or continued occupancy in any HOME-ARP assisted unit.

2. PROJECT LOCATION/SITE ADDRESS

- A. The real PROPERTY and improvements thereto are described as follows:

PROPERTY address:

: 6704-6716 Odana Road, Madison, WI 53719

(*Address – May be updated; or as otherwise agreed to, by the parties)

PROPERTY legal description:

LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 16797, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN IN VOLUME 127 OF CERTIFIED SURVEY MAPS, PAGES 83-90, INCLUSIVE, AS DOCUMENT NO. 6033438; SAID CERTIFIED SURVEY MAP BEING ALL OF LOTS 78, 79, 80 AND 81, EIGHTH ADDITION TO PARK TOWNE AS RECORDED IN VOLUME 50 OF PLATS, ON PAGE 7, AS DOCUMENT NUMBER 1592831, DANE COUNTY REGISTRY AND LOCATED IN ALL QUARTERS OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 07 NORTH, RANGE 08 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

Parcel No: 070825201266

3. PROPERTY DESCRIPTION

The DEVELOPMENT/PROJECT site is located at the address set forth above. The site is approximately 92,674 square feet (or 2.1275 acres) and is currently vacant land.

4. PROJECT DEVELOPER

Name:	Merchant Place Apartments - Madison, LLC
Address:	230 Ohio Street STE 200
City, State, Zip:	Oshkosh, WI 54902
Primary Contact Person and Title	Sean O'Brien; Partner
Telephone:	(608) 334-5665
Alternate Phone:	-
Fax:	-
Email Address:	sean@northpointedev.com
Percent of Ownership	100

5. PROPERTY MANAGER

Name:	ACC Management
Address:	2375 State Road 44 Suite A
City, State, Zip:	Oshkosh, WI 54904
Primary Contact Person and Title	Chris Hand; Principal
Telephone:	(920) 966-9905
Alternate Phone:	-
Fax:	-
Email Address:	chris@accmanagementgroup.com

6. OTHER PARTIES

Accountant
Architect
Attorney
Service Coordination and Supportive Services

Don Bernards (Baker Tilly)
Bob Feller (Knothe Bruce Architects)
Bill cummings (Reinhart)
Ellen Carlson (Wayforward)

7. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, address in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner and shall be deemed to have been given or made when so delivered or mailed.

TO DEVELOPER/OWNER:

Merchant Place Apartments - Madison, LLC
230 Ohio Street STE 200
Oshkosh, WI 54902
ATTN: Callan L. Schultz

Copies of any and all notices of default and any and all other notices that may be given by COUNTY to DEVELOPER shall be sent, in the same manner as the notice is given to DEVELOPER, to DEVELOPER'S investor member at the following address:

U.S. Bancorp Community Development Corporation
505 North Seventh Street, 10th Floor
Mail Code: SL MO TIOP
St. Louis, MO 63101
USB Project No. 31242
Attn: Director of Asset Management
With a copy to:
Kutak Rock LLP
1650 Farnam Street, The Omaha Building
Omaha, NE 68102
Attn: Jill H. Goldstein

TO COUNTY:

Division of Housing Access and Affordability
Dane Co Job Center
Attn: HAA
1819 Aberg Ave.
Madison, WI 53704

AND:

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

Notification of change shall be delivered to COUNTY and DEVELOPER/OWNER within ten days of any change affecting this provision.

8. ARCHITECT/ENGINEER

DEVELOPER shall contract with a registered Project Architect/Engineer. The PROJECT Architect/Engineer shall:

- A. Approve all building plans and specifications for compliance with federal, state, and local codes, ordinances, and building standards; monitor the progress and quality of work performed; coordinate bi-weekly job meetings and PROJECT inspections with COUNTY;
- B. Create a schedule of values for construction costs and authorize all construction cost requests from all PROJECT funding sources;
- C. Provide a written and signed certification of compliance with all property standards as required by this AGREEMENT.

9. ENVIRONMENTAL REVIEW/REMEDATION

COUNTY will not commit HOME-ARP FUNDS under this AGREEMENT until it has complied with the environment review regulations at 24 CFR Part 58. COUNTY'S environmental review shall include, but not be limited to, ascertaining the PROJECT's effect on: noise, thermal, and man-made hazards, historic properties, floodplains, and air and water pollution. In fulfillment of the above:

- A. COUNTY has conducted an environmental review to ascertain the environmental status of the PROJECT and the types of procedures (the conditions), if any, the DEVELOPER must follow in order to comply with the National Environmental Policy Act of 1969, and applicable Federal, State, and local regulations.
- B. COUNTY will not release FUNDS for the PROJECT, nor will the DEVELOPER obligate HUD funds for the PROJECT, until COUNTY has obtained a certification for the release of funds from HUD. COUNTY will notify the DEVELOPER of such a certification and will outline in a subsequent written communication, the conditions, if any, for environmental compliance.
- C. The DEVELOPER shall ensure the following Mitigation measures as noted in the Notice to Proceed are completed and documented. All relevant documentation showing that the measures were carried out as listed below need to be submitted to the COUNTY.
 - 1. Noise Abatement and Control
 - a. Installation of additional installation in the walls of the new apartment units to mitigate indoor decile levels. Utilize the developer prepared STraCAT form to ensure that noise can be mitigated to acceptable levels inside the units.
 - 2. Hazards Nuisances including Site Safety and Site-Generate Noise
 - a. Noise mitigation will require use of all materials identified in the STraCAT report to reach the required STC rating of 31. Post construction testing and documentation is required.
 - 3. Demographic Character Changes / Displacement
 - a. Ensure eligible non-residential tenants being displaced by the PROJECT are, as applicable, able to receive benefits under URA.
 - 4. Contamination and Toxic Substances - Post-Construction Radon
 - a. Post-Construction Radon testing is required to complete the site contamination analysis for the PROJECT. Follow HUD Notice CPD-23-103 for guidance on post-construction radon testing, documentation, and if required after testing radon mitigation.
 - b. Radon testing will occur and if necessary, radon mitigation systems will be installed. After installation testing will be conducted to ensure radon is below 4.0 pCi/L.
- D. The DEVELOPER shall notify the COUNTY of newly discovered conditions or changes which would affect the status of the PROJECT in regard to applicable federal, state and county regulations.
- E. The DEVELOPER will allow inspection of the PROJECT by federal, state and county officials or their agents and shall fully cooperate in such inspections.

10. BUDGET SUMMARY

SOURCE	AMOUNT	RATE	TERM (Years)	AMORT. PERIOD (Years)	ANNUAL DEBT SERVICE
First Mortgage (WHEDA Long Term Bonds #1)	\$8,860,819	6.8%	35	35	\$664,445
First Mortgage (WHEDA Long Term Bonds #2)	\$268,181	6.3%	35	35	\$19,003
Dane County Affordable Housing Funds	\$2,500,000	2%	55	0	Cash Flow
City of Madison	\$1,625,000	0%	30	0	Deferred
City of Madison	\$1,625,000	2.75%	16	30	Cash Flow
GP Equity	\$100	0%	0	0	0
Federal LIHTC Equity	\$15,167,215	0%	0	0	0
State LIHTC Equity	\$6,057,220	0%	0	0	0
Dane County- HOME ARP	\$1,617,059	1%	30	0	Deferred
WHEDA V2V	\$1,000,000	3%	35	35	\$42,958
WHEDA MLPLF	\$1,212,375	3%	17	35	\$55,990
Deferred Developer Fee	\$2,480,000	0%	0	0	0
Solar Grant	\$15,000	N/A	N/A		N/A
Total	\$42,427,969				

11. USE OF FUNDS/APPLICATION OF PROCEEDS

DEVELOPER shall use HOME-ARP FUNDS to pay for the construction expenses for seven (7) HOME-ARP units as detailed in the attached budget. All expenses to be reimbursed with FUNDS shall be approved by the COUNTY. The FUNDS are to be applied as shown in the budget. DEVELOPER shall secure all funds, in addition to HOME-ARP Loan Funds, which may be necessary to complete the PROJECT.

12. UNIT DESCRIPTION

- A. The units in the PROJECT are described in the section of this Schedule A entitled "Assisted Rental Units'.
- B. Seven (7) units are designated as HOME-ARP-assisted units.
- C. At least seventy percent (70%) of the HOME-ARP assisted units must be occupied by individuals or families meeting one or more of the Qualifying Populations (QPs) definitions, as set forth in HUD Notice CPD-21-10. No more than thirty percent (30%) of the HOME-ARP assisted units may be occupied by low-

income households who do not meet a QP definition, provided their income does not exceed 80% of AMI at initial occupancy.

- D. Two percent of the PROJECT units (1) shall be accessible for person with sensory impairments. Five percent of the PROJECT units (1) shall be fully accessible for persons with mobility impairments.
- E. DEVELOPER will maintain the total number of HOME-ARP-assisted units, seven (7), that are originally designated during the entire Period of Affordability. These are considered fixed HOME-ARP units.
- F. PROJECT units shall be used for residential purposes only.

13. SCHEDULE

- A. DEVELOPER acknowledges that time is of the essence for this AGREEMENT. The expenditure of HOME-ARP FUNDS is subject to Federal deadlines and failure to meet these deadlines could result in the loss of Federal funds. By the acceptance and execution of this AGREEMENT, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to work toward finishing the PROJECT in an expeditious and timely manner. FAILURE to meet the deadlines imposed by this AGREEMENT may result in the termination of this AGREEMENT and the revocation of HOME-ARP FUNDS after written notice and an opportunity to cure as provided herein.
- B. Works is anticipated to be completed within the following milestones and timeframes, subject to delays and caused by force majeure:

MILESTONE	COMPLETION DATE
Notice to Proceed from County following receipt of Approval from HUD for the Release of Funds	4/20/2025
Development of Section 3 Plan	4/20/2025
Acquisition	5/13/2025
Site Preparation	5/20/2025
Excavation	6/1/2025
Construction Begins	6/1/2025
Substantial Completion	12/31/2026
Submission of the affirmative marketing plan, tenant selection plan, and proposed unit lease.	6/1/2026
Certificate of Occupancy	12/31/2026
Lease-up of 7 HOME-ARP assisted Units	7/1/2027

14. PER UNIT SUBSIDY LIMIT

- A. Per HUD CPD Notice 21-10 the maximum per-unit subsidy limit established under 24 CFR §92.250 has been suspended for HOME-ARP units.

15. PERIOD OF AFFORDABILITY

- A. The HOME-ARP-assisted units must meet the affordability and use requirements of HOME-ARP for not less than fifteen (15) years beginning on the day after PROJECT completion.
- B. The PROJECT is considered complete when all necessary title transfer requirements are met and construction work performed; the requirements of 24 CFR Part 92 and HUD Notice CPD-21-10 have been met; the final drawdown of HOME-ARP FUNDS has occurred; and all required information has been entered into HUD's disbursement and information system in accordance with 24 CFR §92.504(d).
- C. Except as provided in E. below, the affordability requirements apply without regard to the term of any loan, agreement, transfer of ownership, prepayment of the loan, or sale of the property. The DEVELOPER shall ensure that all HOME-ARP assisted units remain in compliance with applicable rent, occupancy, lease, and tenant protection requirements throughout the fifteen (15) year Affordability Period.
- D. If the PROJECT fails to meet the HOME-ARP affordability requirements for the full 15-year period (for example, if HOME-ARP units are not rented to eligible households for the duration or rents exceed the limits), the DEVELOPER shall repay the HOME-ARP FUNDS as required by 24 CFR §92.252 and HUD notice CPD-21-10.
- E. Notwithstanding the foregoing, this AGREEMENT shall terminate upon foreclosure or transfer in lieu of foreclosure. This AGREEMENT shall, however, be revived according to its original terms if, during original Affordability Period described above, the DEVELOPER, its successors, assigns, heirs, or grantees or any person or entity who DEVELOPER, its successors, assigns, heirs, or grantees has or had family or business ties, was/were the owner of record before the foreclosure, or deed in lieu of foreclosure, and obtains an ownership interest in the property upon foreclosure.
- F. To enforce the affordability and use restrictions for the full fifteen (15) year period, DEVELOPER shall execute and record a deed restriction, land use covenant, or other legally binding instrument acceptable to the County. This recorded instrument shall run with the land and be binding on the Developer and all successors, assigns, or transferees during the entire Affordability Period

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ASSISTED RENTAL UNITS

SITE ADDRESS/BUILDING NO.		DATE CONSTRUCTED		UNIT TYPE	NUMBER OF UNITS	NUMBER OF UNITS TO BE HOME-ARP ASSISTED	NUMBER OCCUPIED BY LMI HOUSEHOLDS
6708 Odana Road, Madison WI 53719				Apartments	124	7	124
NUMBER OF STORIES:	4	Elevator?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No		
NUMBER OF UNITS ACCESSIBLE MOBILITY IMPAIRED:		7	NUMBER OF UNITS ACCESSIBLE FOR SENSORY IMPAIRED:			3	

UNIT NUMBER	SQUARE FOOTAGE	NUMBER OF BEDROOMS	NUMBER OF BATHROOMS	ACCESSIBLE (HANDICAPPED OR SENSORY)	HOME-ARP ASSISTED
101	1,346	3BR	2		
103	736	1BR	1		
105	1,091	2BR	2		
106	1,455	3BR	2.5		
107	1,461	3BR	2.5		
108	1,477	3BR	2		
109	1,450	3BR	2		
110	1,489	3BR	2		
111	1,450	3BR	2		
112	1,458	3BR	2.5		
113	1,459	3BR	2.5		
124	735	1BR	1		
126	1,489	3BR	2.5		
128	1,477	3BR	2		
130	548	EFF	1		
132	551	EFF	1		
135	733	1BR	1		
137	1,461	3BR	2.5		
138	1,458	3BR	2.5		
139	1,450	3BR	2		
140	1,489	3BR	2		
141	1,450	3BR	2		
142	1,477	3BR	2		
143	1451	3BR	2.5		

144	1455	3BR	2.5		
145	1091	2BR	2		
147	736	1BR	1		
149	1344	3BR	2		
201	1,346	3BR	2		
<u>203</u>	736	<u>1BR</u>	1		
205	1,091	2BR	2		
215	732	1BR	1		
217	1,137	2BR	2		
219	726	1BR	1	yes	yes
220	551	EFF	1		
221	1,056	2BR	2		
222	737	1BR	1		
223	732	1BR	1		
227	581	EFF	1		
229	727	1BR	1		
230	548	EFF	1		
231	1,056	2BR	2	yes	yes
232	551	EFF	1	yes	yes
233	1,166	2BR	2		
235	732	1BR	1		
245	1,090	2BR	2		
247	736	1BR	1		
249	1,344	3BR	2		
301	1,350	3BR	2		
303	736	1BR	1		
305	1,090	2BR	2		
306	725	1BR	1		
307	726	1BR	1		
308	740	1BR	1		
309	727	1BR	1		
310	746	1BR	1		
311	727	1BR	1		
312	725	1BR	1		
313	727	1BR	1		
315	732	1BR	1		
317	1,137	2BR	2		
319	726	1BR	1	yes	yes
320	551	EFF	1		
321	1,056	2BR	2		

322	737	1BR	1		
323	732	1BR	1		
324	740	1BR	1		
326	470	1BR	1		
327	581	EFF	1		
329	732	1BR	1		
330	548	EFF	1		
331	1,056	2BR	2	yes	yes
332	550	EFF	1	yes	yes
333	1,166	2BR	2		
335	732	1BR	1		
338	725	1BR	1		
337	727	1BR	1		
339	727	1BR	1		
340	746	1BR	1		
341	727	1BR	1		
342	740	1BR	1		
343	726	1BR	1		
344	725	1BR	1		
345	1,091	2BR	2		
347	736	1BR	1		
349	1,342	3BR	2		
401	1,344	3BR	2		
403	736	1BR	1		
405	1,090	2BR	2		
406	725	1BR	1		
407	726	1BR	1		
408	740	1BR	1		
409	727	1BR	1		
410	725	1BR	1		
411	727	1BR	1		
412	725	1BR	1		
413	727	1BR	1		
415	732	1BR	1		
417	1,137	2BR	2		
419	731	1BR	1		
420	551	EFF	1		
421	1,056	2BR	2		
422	737	1BR	1	yes	yes
423	732	1BR	1		

424	740	1BR	1		
426	740	1BR	1		
427	584	EFF	1		
429	732	1BR	1		
430	548	EFF	1		
431	1,056	2BR	2		
432	550	EFF	1		
433	1,166	2BR	2		
435	732	1BR	1		
437	726	1BR	1		
438	725	1BR	1		
439	727	1BR	1		
440	746	1BR	1		
441	727	1BR	1		
442	740	1BR	1		
443	726	1BR	1		
444	725	1BR	1		
445	1,091	2BR	2		
447	736	1BR	1		
449	1,342	3BR	2		

Detailed Project Budget

Include the dollar amount and all sources of funding for the PROJECT.

USES	TOTAL BUDGET	SOURCES										
		HOME - ARP FUNDS	SOURCE:	SOURCE:	SOURCE:	SOURCE:	SOURCE:	SOURCE:	SOURCE:	SOURCE:	SOURCE:	SOURCE:
			State LIHTC Equity	First Mortgage Combined (WHEDA Long Term Bonds #1 & #2)	Dane County Funds	City of Madison	City of Madison	LIHTC Equity	GP Equity & Solar Grant	Deferred develop er Fee	WHEDA V2V	WHEDA MLPLF
	\$42,427,969	\$1,617,059	\$6,057,220	\$9,129,000	\$2,500,000	\$1,625,000	\$1,625,000	\$15,167,215	\$15,100	\$2,480,000	\$1,000,000	\$1,212,375
A. Land and Buildings												
Land Acquisition	\$ 3,435,000							\$ 3,435,000				
Purchase of Buildings												
Demolition												
Land and Buildings Subtotal												
B. Site Work												
Soils/Site Preparation												

Landscaping												
Other Site Work:												
Site Work Subtotal												
C. New Construction/Rehabilitation												
Construction of New Buildings	\$ 24,782,011	\$1,617,059	\$6,057,220	\$ 9,129,000	\$ 2,500,000	\$ 1,625,000	\$ 1,625,000	\$ 1,257	\$ 15,100		\$ 1,000,000	\$ 1,212,375
Rehabilitation												
Accessory Buildings												
General Requirements	\$ 1,354,735							\$1,354,735				
Contractor Overhead	\$ 303,383							\$ 303,383				
Contractor Profit	\$ 1,000,000							\$1,000,000				
Contractor Supervision												
Other New Construction/Rehab:	\$ 150,000							\$ 150,000				
Construction/Rehab Subtotal												
D. Contingency												
Construction Contingency	\$ 1,401,256							\$1,401,256				
Other Contingency	\$ 154,488							\$ 154,488				
Contingency Subtotal												
E. Architect/Engineering												
Architect's Fee – Design	\$ 365,000							\$ 365,000				
Architect's Fee Inspection/Supervision	\$ 30,000							\$ 30,000				
Engineering Costs	\$ 92,000							\$ 92,000				
Other Architect/Engineering:												
F. Interim/Construction Costs												
Construction Insurance	\$ 160,000							\$ 160,000				

Construction Loan Interest	\$ 1,827,048							\$1,827,048				
Construction loan Origination Fee	\$ 272,175							\$ 272,175				
Construction Period Real Estate Taxes	\$ 90,000							\$ 90,000				
Water, Sewer, Impact Fees	\$ 200,000							\$ 200,000				
Other Interim/Construction Costs:	\$ 40,000							\$ 40,000				
Interim/Construction costs Subtotal												
G. Financing Fees	\$ -											
Cost of Bond Issuance	\$ 4,500							\$ 4,500				
Permanent Loan Origination Fee												
Other Financing Fees and Costs	\$ 252,000							\$ 252,000				
Financing Fees Subtotal												
H. Other Soft Costs												
Property Appraisal	\$ 6,000							\$ 6,000				
Market Study	\$ 7,000							\$ 7,000				
Environmental Reports	\$ 14,000							\$ 14,000				
Survey	\$ 6,400							\$ 6,400				
Affirmative Marketing, Initial leasing, and Marketing Costs	\$ 80,000							\$ 80,000				
Title and Recording	\$ 55,000							\$ 55,000				
Accounting Fees/Cost Certification	\$ 30,000							\$ 30,000				
Legal Fees	\$ 100,000							\$ 100,000				
Other Costs:	\$ 80,000							\$ 80,000				
Other Soft Costs Subtotal:												
I. Relocation Costs												
Advisory Services												

Permanent Relocation Payments	\$ 235,000							\$ 235,000				
Temporary Relocation Expenses												
Staff and Overhead Related to Relocation												
Other Relocation Costs:												
Relocation Costs Subtotal												
J. Syndication Costs	\$ 2,000							\$ 2,000				
Bridge Loan Fees and Expenses												
Organizational (Partnership)												
Tax Opinion												
Other Syndication Costs												
Syndication Costs Subtotal												
K. Developer's Fees												
Developer's Fees – Received	\$ 2,480,000							\$ 2,480,000				
Developer's Fees – Deferred	\$ 2,480,000								\$ 2,480,000			
Developer Overhead												
Consultants												
Other Developer's Fees:												
Developer's Fees Subtotal												
L. Reserves												
Rent Up Reserve	\$ 100,000							\$ 100,000				
Operating Reserve	\$ 838,973							\$ 838,973				
Replacement Reserve												
Capital Needs Reserve												
Debt Service Reserve												
Escrows												

Other Reserves:												
Reserves Subtotal												
TOTAL PROJECT COSTS	\$ 42,427,969	\$1,617,059	\$6,057,220	\$ 9,129,000	\$ 2,500,000	\$ 1,625,000	\$ 1,625,000	\$15,167,215	\$ 15,100	\$ 2,480,000	\$ 1,000,000	\$ 1,212,375

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HOME-ARP Allowable Project Costs

Item		Project Related Costs
A. Development Hard Costs (applicable to project)		
1.	Costs to meet Uniform Dwelling Code (UDC) and other applicable new construction standards of the State, County, or local municipality. (24 CFR § 92.206(a)(1).)	X
2.	Costs to meet the Model Energy Code referred to in 24 CFR § 92.251. (24 CFR § 92.206(a)(1).)	X
3.	For rehabilitation, to meet the property standards in 24 CFR § 92.251. (24 CFR § 92.206(a)(2)(i).)	
4.	For rehabilitation, costs to make essential improvements, including energy-related repairs or improvements, improvements necessary to permit use by persons with disabilities, and the abatement of lead-based paint hazards, as required by part 35 of this title. (24 CFR § 92.206(a)(2)(ii).)	X
5.	Costs to demolish existing structures. (24 CFR § 92.206(a)(3)(i).)	X
6.	Costs to make utility connections including off-site connections from the property line to the adjacent street. (24 CFR § 92.206(a)(3)(ii).)	X
7.	Costs to make improvements to the PROJECT site that are in keeping with the improvements of surrounding, standard projects. Site improvements may include on-site roads and water and sewer lines necessary to the development of the PROJECT. The PROJECT site is the property, owned by the PROJECT OWNER, upon which the PROJECT is located. (24 CFR § 92.206(a)(3)(iii).)	X
8.	For both new construction and rehabilitation of multifamily rental housing, costs to construct or rehabilitate laundry and community facilities which are located within the same building as the housing and which are for the use of the PROJECT residents and their guests. (24 CFR § 92.206(a)(4).)	X
9.	Costs to make utility connections or to make improvements to the PROJECT site, in accordance with the provisions of 24 CFR § 92.206(a)(3)(ii) and (iii) are also eligible in connection with the acquisition of standard housing. (24 CFR § 92.206(a)(5).)	X
10.	Acquisition costs. Costs of acquiring improved or unimproved property, including acquisition by homebuyers. (24 CFR § 92.206(c).)	X
b. Related Soft Costs		
11.	Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups. (24 CFR § 92.206(d)(1).)	X
12.	Costs to process and settle the financing for a PROJECT, such as private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees, and fees for an independent cost estimate, builders or developers fees. (24 CFR § 92.206(d)(2).)	X

Item		Project Related Costs
13.	Costs of a PROJECT audit. (24 CFR § 92.206(d)(3).)	X
14.	Staff and overhead costs DIRECTLY related to carrying out the PROJECT, such as work specifications preparation, loan processing inspections, and other services related to assisting potential owners, tenants, and homebuyers, e.g., housing counseling, may be charged to PROJECT costs only if the PROJECT is funded and the individual becomes the owner or tenant of the HOME-ARP assisted PROJECT. For multi-unit projects, such costs must be allocated among HOME-ARP-assisted units in a reasonable manner and documented. (24 CFR § 92.206(d)(6).)	X
15.	Costs to provide information services, such as affirmative marketing and fair housing information to prospective homeowners and tenants as required by 92.351 (24 CFR § 92.206(d)(4).)	X
16.	Impact fees that are charged to all projects within Dane County. (24 CFR § 92.206(d)(7).)	X
17.	Environmental Reviews. (24 CFR § 92.206(d)(8).)	X
c. Relocation costs for persons displaced by the PROJECT.		
18.	Relocation payments – replacement housing payments, moving expenses, and payments for reasonable out-of-pocket costs incurred in the relocation of persons (24 CFR § 92.206(f)(1).)	X
19.	Other relocation assistance – staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the PROJECT, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship assistance. (24 CFR § 92.206 (f)(2).)	X

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SCHEDULE B:

LOAN TERMS

1. PURPOSE AND AMOUNT OF LOAN

Subject to the terms and conditions of this AGREEMENT, the Mortgage, the Land Use Restriction Agreement, the Note given to evidence the Loan, the Loan Guarantees (if any) to be executed in connection herewith and such other documents related to this transaction, the COUNTY agrees to lend to Merchant Place Apartments - Madison, LLC (for purposes of Schedule B, Northpointe Development II Corporation, LLC may also be identified as the "BORROWER" and as "OWNER"), and the BORROWER hereby agrees to borrow from COUNTY and repay to COUNTY or its assigns, the principal sum of \$1,617,059.40 to complete the PROJECT as described in Schedule A.

2. TERM OF LOAN

- A. The HOME-ARP Program requirements of this AGREEMENT shall continue in full force and effect until the expiration of the Period of Affordability for the PROJECT as defined in Schedule A of this AGREEMENT.
- B. The Loan shall be a long-term deferred loan due and payable in full upon the earlier of October 1, 2055 or the sale, transfer or change of use of the property from an affordable rental housing project as described in Schedule A. All payments shall be applied first to the payment of any interest accrued to the date of receipt thereof, and the balance, if any, to the reduction of the principal.

3. INTEREST

The FUNDS shall be provided as a 1% simple interest loan from the COUNTY to BORROWER.

4. FEES

There are no fees, other than the late payment fees described below, associated with the loan.

5. LATE PAYMENT FEES

If a payment owed under this loan is not paid on or before the 15th day after its due date, the COUNTY may collect interest at a rate equal to 12% per annum on the unpaid balance until the amount due under the Loan is paid in full.

6. GUARANTOR(S)

Not applicable.

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7. DISBURSMENTS

- A. BORROWER will use the Loan FUNDS to pay for the construction seven (7) low-income HOME-ARP eligible rental units as detailed in the attached budget in Schedule A. All expenses to be reimbursed by the FUNDS shall be approved by the COUNTY. The FUNDS are to be applied as shown in the budget, attached hereto as Schedule A and incorporated herein by reference. BORROWER shall secure all funds, in addition to the HOME-ARP Loan FUNDS, which may be necessary to complete the PROJECT. Upon request by COUNTY, RECIPIENT shall provide all financing commitments prior to execution of this AGREEMENT.
- B. Subject to the holdback described in Section 7(E) below, all Loan FUNDS shall be available to be drawn upon and disbursed to the BORROWER, upon submission by the BORROWER of payment request forms to COUNTY evidencing costs and expenditures incurred by BORROWER after closing with respect to HOME-ARP units (which shall be based upon 4.76% of the total amount of such costs and expenditures), including payrolls, invoices, cancelled checks, lien waivers, architect's certification, or any other disbursement the COUNTY requests. The COUNTY reserves the right to disburse FUNDS based upon completed work.
- C. All FUNDS not expended by the BORROWER in compliance with this AGREEMENT shall automatically revert to the COUNTY.
- D. At the COUNTY's discretion, FUNDS may be escrowed with a title insurance company or other appropriate agency for disbursement to BORROWER. Such disbursements shall be consistent with an agreement established for this purpose.
- E. COUNTY shall retain an amount not to exceed 5% of the FUNDS, as described in Schedule A until the PROJECT is completed in a satisfactory manner, and the terms of this AGREEMENT are complied with.
- F. FUNDS not yet disbursed may be suspended or terminated upon the BORROWER refusing to accept any additional conditions that may be imposed by HUD upon the AGREEMENT, or if the HOME-ARP FUNDS used under this AGREEMENT are in whole, or in part, suspended or terminated, with or without cause.
- G. At the time of final request for payment to the COUNTY, the notice of substantial completion issued by the architect/engineer and lien releases are required to be submitted in addition to the items described in B. above.

8. PREPAYMENT

BORROWER shall have the right to prepay the Note at any time without penalty. Prepayment of the Note prior to termination of the Affordability Period for the HOME-ARP units shall not relieve the SPONSOR or BORROWER from its obligation to maintain the terms of this AGREEMENT during the entire Affordability Period.

9. REPAYMENT OF LOAN

- A. All HOME-ARP FUNDS are subject to repayment by BORROWER in the event the PROJECT does not meet the PROJECT requirements as outlined in the AGREEMENT.
- B. Upon the completion of the PROJECT, and HOME-ARP FUNDS reserved but not expended under this AGREEMENT shall revert to the COUNTY.

LEGAL DESCRIPTION

Parcel:

LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 16797, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN IN VOLUME 127 OF CERTIFIED SURVEY MAPS, PAGES 83-90, INCLUSIVE, AS DOCUMENT NO. 6033438; SAID CERTIFIED SURVEY MAP BEING ALL OF LOTS 78, 79, 80 AND 81, EIGHTH ADDITION TO PARK TOWNE AS RECORDED IN VOLUME 50 OF PLATS, ON PAGE 7, AS DOCUMENT NUMBER 1592831, DANE COUNTY REGISTRY AND LOCATED IN ALL QUARTERS OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 07 NORTH, RANGE 08 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

PROPERTY address: 6704-6716 Odana Road, Madison, WI 53719
(*Address – May be updated; or as otherwise agreed to, by the parties)

Parcel No: 070825201266



Federal Funding Accountability and Transparency Act (FFATA)



The Federal Funding Accountability and Transparency Act of 2006 (FFATA) and associated amendments requires that information on subawards related to Federal contracts and grants and the executive compensation of awardees be made publicly available.

AWARD INFORMATION

Please complete the following information regarding the grant or loan made to your organization. If any information that has prefilled is incorrect, please cross it out and write in the correct information.

Name of Entity Receiving Award:	Northpointe Development II Corporation
Amount of Award:	\$1,617,059.40
Transaction Type:	Formula Funds
Funding Agency:	Department of Housing and Urban Development
CFDA No.:	14.239 (HOME-ARP)
Award Title:	Title I of the Housing and Community Development Act
Unique Entity Identification Number:	JUGXJNKZB987
Contracting Entity:	Merchant Place Apartments - Madison, LLC
UEI Number of Contracting Entity:	XEDPALTPU113

LOCATION INFORMATION

Please complete the following information regarding the location of your organization and the location of where services are primarily provided. If services are provided County-wide, then record the Primary Location of Performance as the location of the organization.

Item	Location of Entity Receiving Award	Primary Location of Performance
City:	Oshkosh	
Zip Code:	54902	
Congressional District:		

EXECUTIVE COMPENSATION

Please read each of the questions below and indicate yes if it applies to your organization. If all three questions are answered YES, then complete the table on the following page before signing this document. If any are marked NO, then sign the form on the reverse side.

Yes	No	Questions to Determine if this Section is Applicable to your Organization:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	In the preceding fiscal year, did your organization receive 80% or more of its annual gross revenues in Federal awards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	In the preceding fiscal year, did your organization receive \$25,000,000 or more in annual gross revenues from Federal awards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the public not have access to information about the total amount of compensation of the senior executives of the organization through periodic reports filed under section

		13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78 m(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986.
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If all three boxes in the Executive Compensation section are marked YES, complete the following information for the five most highly compensated officers of your organization:

Name	Title	Total Amount of Compensation

Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Signature of Person Completing the Form:



07/18/2025

Signature

Date

Sean O'Brien

Name (Typed or Printed)

Secretary

Title

Please return this completed form to:

Dane County CDBG/HOME Programs
ATTN: FFATA
Dane Co Job Center
Attn: HAA – BALTAZAR DE ANDA SANTANA
1819 Aberg Ave.
Madison, WI 53704