

**VILLAGE OF WINDSOR  
BOARD RESOLUTION 2022-61**

**AUTHORIZING A COOPERATION AGREEMENT WITH DANE COUNTY FOR HOUSING AND  
COMMUNITY DEVELOPMENT GRANTS**

**WHEREAS**, Dane County will be eligible to receive, and intends to apply for, annual housing and community development grants through the federal government's urban county Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) programs; and

**WHEREAS**, the goals of the CDBG program are to invest in community development projects, provide decent housing opportunities, and expand economic opportunities through business and job development; and

**WHEREAS**, Dane County is eligible to receive and intends to apply for annual grants through the federal HOME Program funding, designed to expand the supply of decent, safe, sanitary, and affordable housing; and

**WHEREAS**, the urban county program recognizes that the Village of Windsor may enter into a Cooperation Agreement with Dane County in order to undertake housing and community development activities authorized under the CDBG or HOME program; and

**WHEREAS**, the Village of Windsor and Dane County have decided that joint action through a Cooperation Agreement is an effective way to achieve mutually held goals for housing and community development and to accomplish the purposes of the programs; and

**WHEREAS**, as a participating local government, the Village will play a major role in planning and deciding how and where the grant dollars are spent through later efforts; and

**WHEREAS**, municipalities under S. 66.0301, Wis. Stats, and counties under S. 59.01, Wis. Stats., have the authority to enter contracts such as the attached Cooperation Agreement.

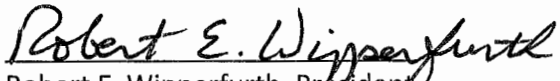
**NOW, THEREFORE, BE IT RESOLVED** that the Village President is authorized to enter the attached Cooperation Agreement with Dane County for the purpose of participating in the urban county program to receive federal CDBG and HOME funding.

**BE IT FURTHER RESOLVED** that, pursuant to federal requirements for entering Cooperation Agreements, the Village of Windsor adopts and will enforce: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing


applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations with its jurisdiction.

The above and foregoing Resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on July 7, 2022 by a vote of 5 in favor 0 opposed.

**VILLAGE OF WINDSOR**

  
Robert E. Wipperfurth, President

**Attested by:**

  
Christine Capstran, Clerk

**AMENDED COOPERATION AGREEMENT**  
**Urban County Program**

THIS AGREEMENT entered into this 7<sup>th</sup> day of July 2022, by and between the County of Dane, Wisconsin (hereinafter referred to as "COUNTY" OR "Urban County") and the [city] (village) of Windsor (hereinafter referred to as "MUNICIPALITY");

WITNESSETH:

WHEREAS the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (hereinafter referred to as "the HCD Act"), providing federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "the NAH Act") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and expand the long-term supply of affordable housing; and

WHEREAS the HCD Act and the NAH Act make possible the allocation of funds to COUNTY for the purpose of undertaking only community development and housing program activities identified in Section 105 of the HCD Act and housing activities identified in the NAH Act; and

WHEREAS COUNTY is applying to be qualified by the United States Department of Housing as an Urban County eligible to receive Community Development Block Grant (hereinafter referred to as "CDBG") for federal fiscal years 2023, 2024 and 2025; and

WHEREAS the HCD Act recognizes that MUNICIPALITY may enter into a cooperation agreement with COUNTY in order to undertake housing and community development activities as authorized in the HCD Act and in the NAH Act; and

WHEREAS HUD, pursuant to Notice CPD-22-07, allows existing Urban Counties to include communities previously not participating in the Urban County; and

WHEREAS COUNTY and MUNICIPALITY have determined that joint action is an effective way to accomplish the purposes of the HCD Act and the NAH Act; and

WHEREAS counties in Wisconsin, pursuant to Section 59.01 of the Wisconsin Statutes, and municipalities in Wisconsin, pursuant to Section 66.0301 of the Wisconsin Statutes, have the necessary authority to enter into contracts of the type herein contemplated;

50 NOW THEREFORE, upon the consideration of the mutual promises contained  
51 herein, it is agreed between COUNTY and MUNICIPALITY as follows:

52  
53 PURPOSE

54  
55 The purpose of this Agreement is to establish the mutual desire to cooperate to  
56 undertake, or assist in undertaking, community renewal and lower income housing  
57 assistance activities, specifically urban renewal and publicly assisted housing, by  
58 means of implementing a Consolidated Plan and Annual Action Plan for both HUD  
59 CDBG funds as an Urban County for Federal fiscal year 2023 appropriations and  
60 from any program income generated from the expenditure of such funds, and HUD  
61 HOME funds, if received, from appropriations in the same federal fiscal year and from  
62 any program income generated from the expenditure of such funds.

→ 2024 and  
2025  
MC

63  
64  
65 CONSIDERATION

66  
67 MUNICIPALITY, by the execution of this Cooperation Agreement, agrees to have its  
68 population, its number of impoverished residents, its extent of housing over-crowding,  
69 its age of housing and other applicable statistics, all as defined in the HCD Act and  
70 the NAH Act, included in the formula allocations set forth in the HCD Act and in the  
71 NAH Act for the purpose of determining the allocation of funds to COUNTY as an  
72 Urban County, as defined in the HCD Act and the NAH Act, as amended. COUNTY  
73 agrees to include MUNICIPALITY as part of its Annual Action Plan, to be submitted  
74 to HUD under the terms and conditions of the HCD Act and the NAH Act.

75  
76  
77 RESTRICTIONS

78  
79 Neither COUNTY nor MUNICIPALITY shall have a veto or other restrictive power  
80 which would in any way limit the cooperation of the parties to this Agreement or any  
81 other cooperating units of government in achieving the activities set forth in the  
82 Consolidated Plan, the Annual Action Plan, and any other CDBG submissions or  
83 HOME submissions for the program years covered by this Agreement.

84  
85  
86 TERM

87  
88 The term of this Agreement shall be three (3) years commencing January 1, 2023  
89 and continuing through the entire Program Year of 2025, the third year of COUNTY's  
90 Urban County qualification period, and for such additional time as may be established  
91 under the automatic renewal terms of this section or as may be required for the  
92 expenditure of the CDBG and HOME funds granted to COUNTY for such period and  
93 the related program income, as defined by HUD regulations. Neither the COUNTY  
94 nor the MUNICIPALITY executing this Agreement shall have the opportunity to opt  
95 out of the Urban County Program during the period that this Agreement is in effect.

96  
97 This Agreement shall be automatically renewed for participation in future three-year  
98 qualification periods, unless COUNTY or MUNICIPALITY provides written notice to

99 the other party that it elects not to participate in a new qualification period by the date  
100 specified in HUD's urban county qualification notice for the next qualification period.  
101 COUNTY shall provide a copy of any such notice to the HUD Field Office. By the  
102 date specified in HUD's urban county qualification notice for the next qualification  
103 period, COUNTY shall notify MUNICIPALITY of its right not to participate in the next  
104 qualification period.  
105

106 Both COUNTY and MUNICIPALITY shall adopt any amendment to the Agreement  
107 incorporating changes necessary to meet the requirements for cooperation  
108 agreements set forth in HUD's urban county qualification notice for a future three-  
109 year urban county qualification period. COUNTY shall submit such amended  
110 Agreement to HUD as provided in the urban county qualification notice. Failure to  
111 comply shall void the automatic renewal of such subsequent qualification period.  
112

### 113 PROVISIONS

114  
115  
116 COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in  
117 undertaking, community renewal and lower-income housing assistance activities.  
118 COUNTY and MUNICIPALITY further agree to undertake all actions necessary to  
119 assure compliance with Dane County's certification required by Section 104(b) of  
120 Title I of the Housing and Community Development Act of 1974. The grant will be  
121 conducted and administered in conformity with Title VI of the Civil Rights Act of 1964,  
122 and the implementing regulations at 24 CFR part 1, and the Fair Housing Act and the  
123 implementing regulations at 24 CFR part 100, and will affirmatively further fair  
124 housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing  
125 Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR  
126 5.151 and 5.152.  
127

128 COUNTY and MUNICIPALITY further agree to comply with section 109 of Title I of  
129 the Housing and Community Development Act of 1974 and the implementing  
130 regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation  
131 Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the  
132 Americans with Disabilities Act, and the implementing regulation at 28 CFR part 35,  
133 the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part  
134 146, and Section 3 of the Housing and Urban Development Act of 1968 and other  
135 applicable laws.  
136

137 Urban County funding is prohibited for activities in, or in support of, any cooperating  
138 unit of local government that does not affirmatively further fair housing within its own  
139 jurisdiction or that impedes COUNTY's actions to comply with its fair housing  
140 certification.  
141

142 COUNTY and MUNICIPALITY acknowledge that a unit of general local government  
143 may not sell, trade, or otherwise transfer all or any portion of CDBG funds covered by  
144 this agreement to another such metropolitan city, urban county, unit of general local  
145 government, or Indian tribe, or insular area that directly or indirectly receives CDBG  
146 funds in exchange for any other funds, credits or non-Federal considerations, but

147 must use such funds for activities eligible under title I of the Housing and Community  
148 Development Act of 1974, as amended.

149  
150 MUNICIPALITY understands that by executing this Cooperation Agreement, it may  
151 not apply for grants from appropriations under the State Small Cities or State CDBG  
152 programs for fiscal years during the period in which it participates in COUNTY's  
153 CDBG program, and

154  
155 MUNICIPALITY may receive a formula allocation under the HOME program only  
156 through COUNTY, and even if COUNTY does not receive a HOME formula  
157 allocation, MUNICIPALITY cannot form a HOME consortium with other local  
158 governments.

159  
160 Non-compliance by MUNICIPALITY with any of the provisions above may constitute  
161 non-compliance by COUNTY which may provide cause for funding sanctions or other  
162 remedial actions by HUD.

163  
164 Nothing contained in this Agreement shall deprive MUNICIPALITY of any power of  
165 zoning, development control or other lawful authority which it presently possesses.

166  
167 MUNICIPALITY must inform COUNTY of any income generated by the expenditure  
168 of CDBG or HOME funds received by MUNICIPALITY. Any such program income  
169 must be paid to COUNTY, or, if the completion of an approved activity should require  
170 the use of program income, MUNICIPALITY may retain said income upon mutual  
171 agreement of COUNTY and MUNICIPALITY. Any program income MUNICIPALITY  
172 is authorized to retain may only be used for eligible activities in accordance with all  
173 CDBG and HOME requirements as may then apply.

174  
175 MUNICIPALITY must establish and maintain appropriate record-keeping and  
176 reporting of any retained program income and make such available to COUNTY in  
177 order that COUNTY can meet its monitoring and reporting responsibilities to HUD.

178  
179 Pursuant to 24 CFR 570.501(b), MUNICIPALITY is subject to the same requirements  
180 applicable to subrecipients, including the requirement of a written agreement set forth  
181 in 24 CFR 570.503.

182  
183 If the Dane County Urban County Program is, at some future date, closed out, or if  
184 the status of MUNICIPALITY's participation in the Dane County Urban County  
185 Program changes, any program income retained by MUNICIPALITY, or received  
186 subsequent to the close-out or change in status, shall be paid to COUNTY.

187  
188 MUNICIPALITY attests that it has adopted and is enforcing: → *The Village of Windsor*  
189 *Contracts with the Dane County*  
*Sheriff's Office for law enforcement*  
190 1. A policy prohibiting the use of excessive force by law enforcement agencies *Services.*  
191 within its jurisdiction against any individuals engaged in non-violent civil rights *CML*  
192 demonstrations, and  
193

194 2. A policy of enforcing applicable State and local laws against physically barring  
195 entrance to or exit from a facility or location which is the subject of such nonviolent  
196 civil rights demonstrations within its jurisdiction.

197  
198 If MUNICIPALITY utilizes, in whole or in part, funds covered by this Agreement to  
199 acquire or improve real property that is or will be within the control of MUNICIPALITY,  
200 then the following standards shall apply:

201  
202 1. MUNICIPALITY will notify COUNTY of any modification or change in the use of  
203 the real property from that planned at the time of the acquisition or improvement,  
204 including disposition, and,

205  
206 2. MUNICIPALITY will, if acquired or improved property is sold or transferred for a  
207 use which is not an eligible CDBG or HOME activity, as applicable, reimburse  
208 COUNTY in an amount equal to the current fair market value (less any portion  
209 thereof attributable to expenditures of non-CDBG or HOME funds); and,

210  
211 3. Program income generated from the disposition or transfer of property acquired  
212 or improved in whole or in part with CDBG or HOME funds prior to or subsequent to  
213 the close-out, change of status, or termination of this Agreement shall be treated  
214 under the provisions of this Agreement concerning program income.

215  
216 The above Cooperation Agreement has been authorized by the governing body of  
217 Village of Windsor by resolution dated July 7, 2022 and is  
218 executed this day of 2022, by the President of Windsor and the Clerk  
219 of Village of Windsor.

220  
221 Robert E. Wijesinghe Christine Capria  
222 President Clerk  
223  
224

225 The above Cooperation Agreement has been authorized by the Dane County Board  
226 of Supervisors, by resolution, dated 8-18-22 (copy attached), and is executed  
227 this 23<sup>rd</sup> day of by the County Executive of Dane County.  
228 August 2022.

229  
230 Joe Parisi  
231 Joe Parisi  
232 County Executive

233 The terms and provisions of the above Cooperation Agreement are fully authorized  
234 under State and local law and the Cooperation Agreement provides full legal  
235 authority for the County of Dane to undertake or assist in undertaking essential  
236 community development and housing assistance activities, specifically urban renewal  
237 and lower income housing activities. The above Cooperation Agreement includes the  
238 language required by 24 CFR 570 and CPD Notice 22-07.

239  
240 Dated this 3rd day of August, 2022.

241  
242 Rauti, Susan Digitally signed by Rauti, Susan  
Date: 2022.08.03 08:54:45  
-05'00'  
243 Susan Rauti

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245  
246  
247  
248

Assistant Corporation Counsel  
State Bar # 1037944 \_\_\_\_\_