

**TOWN OF COTTAGE GROVE**

**RESOLUTION 2025-09-02**

**APPROVING PARTICIPATION IN THE  
DANE COUNTY URBAN COUNTY CONSORTIUM (DCUCC)**

**WHEREAS,** the TOWN OF COTTAGE GROVE has participated as a member of the Dane County Urban County Consortium since 2022 (year); and

**WHEREAS,** the TOWN OF COTTAGE GROVE supports efforts to provide accessible and affordable housing for its citizens; and

**WHEREAS,** the TOWN OF COTTAGE GROVE supports efforts to provide public services and economic assistance to its citizens; and

**WHEREAS,** the TOWN OF COTTAGE GROVE wishes to continue to participate in a Consortium that administers programs and provides funding for affordable housing and public services to low- to moderate-income persons; and

**WHEREAS,** the TOWN OF COTTAGE GROVE has determined that joining the Dane County Urban County Consortium will be advantageous to TOWN OF COTTAGE GROVE residents.

**NOW, THEREFORE, BE IT RESOLVED,** that the TOWN OF COTTAGE GROVE shall participate in the Dane County Urban County Consortium. TOWN OF COTTAGE GROVE staff are hereby authorized to execute all necessary documents to participate in the DCUCC.

The above and foregoing Resolution was duly adopted at a meeting of the Board of the TOWN OF COTTAGE GROVE on September 2, 2025.

Motion by: Kristi Williams

Seconded by: Mike Fonger

Vote  
Roll Call: Yeas: 4 Noes: 0

ATTEST:

By:

Steven Anders  
Steven Anders, Town Board Chairperson  
TOWN OF COTTAGE GROVE

9/2/2025  
Date

By:

Kim Banigan  
Kim Banigan, Clerk-Treasurer  
TOWN OF COTTAGE GROVE

9/2/2025  
Date



## Dane County Department of Human Services

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Director – John Schlueter  
Housing Access & Affordability Division – Casey Becker

1202 Northport Drive, Madison, WI 53704-2092  
PHONE: 608-242-6200 FAX: 608-242-6294

TO: Dane County Urban County Consortium Members

FROM: Cindy Grady, Dane County CDBG Administrator

DATE: August 1, 2025

SUBJECT: Urban County Consortium Cooperation Agreements

Your membership for the Dane County Urban County Consortium (UCC) has been renewed for another 3-year period (October 1, 2025 – September 30, 2028). Thank you for your continued involvement, and we look forward to strengthening our partnership with all of our members!

As you know, the Dane County UCC was formed in 1999 with several municipalities and their residents eager to experience the benefits of the federal Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) grant funds. Over the years, more cities, towns and villages joined the Dane County UCC, and we are happy to announce that ALL municipalities are now members effective October 1<sup>st</sup>! This allows the CDBG and HOME funds to benefit all residents in Dane County outside the City of Madison.

**We now have a time-sensitive request:** the Department of Housing and Urban Development (HUD) requires that they maintain up-to-date copies of the Cooperation Agreements of all of the Dane County UCC members. Due to changes in HUD policies and federal regulations over the years, HUD has directed Dane County to ensure that all Cooperation Agreements use consistent contract language. As a result, Dane County must collect updated Cooperation Agreements from all municipalities within the Dane County Urban County Consortium.

### Next Steps:

- If your municipality *has a copy* of the original signed Dane County Urban County Cooperation Agreement, please forward a copy to [CDBG@danecounty.gov](mailto:CDBG@danecounty.gov), **no later than August 11, 2025**.
  - We will review the agreement and determine what updates are needed.
- If you *do not have a copy* of the agreement:
  - Let us know if you do not have a copy, and email [CDBG@danecounty.gov](mailto:CDBG@danecounty.gov), **no later than August 11, 2025**.

- Review the Dane County Urban County Consortium Cooperation Agreement template and Resolution sample attached. The updated agreement may need to go through your municipality's legislative or approval process by resolution.
- Present Cooperation Agreement and Resolution to your municipality's governing body.
  - Note: The Cooperation Agreement is provided as a template. Insert your municipality's information.
  - Note: The Resolution is a sample. You may utilize your municipality's resolution style or template.
- Once the new Cooperation Agreement and Resolution are signed and dated by your highest elected official and clerk, please forward to [CDBG@danecounty.gov](mailto:CDBG@danecounty.gov), **no later than September 15, 2025**.

We are here to assist you in this process, if needed. Please contact Cindy Grady if you would like to discuss the next steps at [grady.cindy@danecounty.gov](mailto:grady.cindy@danecounty.gov) or (608) 896-0710.

We are excited for the next three years of the Dane County UCC, and look forward to your continued partnership.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cindy Grady".

Cindy Grady  
CDBG Administrator

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WITNESSETH:

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 2026, 2027 and 2028; 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 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;

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

## PURPOSE

The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, by means of implementing a Consolidated Plan and Annual Action Plan for both HUD CDBG funds as an Urban County for Federal fiscal years 2026, 2027, and 2028 appropriations and from any program income generated from the expenditure of such funds, and HUD HOME funds, if received, from appropriations in the same federal fiscal year and from any program income generated from the expenditure of such funds.

### CONSIDERATION

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

### RESTRICTIONS

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

### TERM

The term of this Agreement shall be three (3) years commencing October 1, 2025 and continuing through the 2028 federal fiscal year, and for such additional time as may be established under the automatic renewal terms of this section or as may be required for the expenditure of the CDBG and HOME funds granted to COUNTY for such period and the related program income, as defined by HUD regulations and all activities are completed. Neither the COUNTY nor the MUNICIPALITY executing this Agreement shall have the opportunity to opt out of the Urban County Program during the period that this Agreement is in effect.

This Agreement shall be automatically renewed for participation in future three-year qualification periods, unless COUNTY or MUNICIPALITY provides written notice to the other party that it elects not to participate in a new qualification period by the date specified in HUD's urban county qualification notice for the next qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD's Urban County Qualification Notice. By the date specified in HUD's urban county qualification notice for the next qualification period,

COUNTY shall notify MUNICIPALITY of its right not to participate in the next qualification period. A copy of the County's notification must be sent to the HUD field office by the date specified in the Urban County Qualification Notice.

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

## PROVISIONS

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

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

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

COUNTY and MUNICIPALITY acknowledge that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds covered by this agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974, as amended.

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

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

This does not preclude COUNTY or MUNICIPALITY from applying for HOME funds from the State, if the State allows.

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

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

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

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

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

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

MUNICIPALITY attests that it has adopted and is enforcing:

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 nonviolent civil rights demonstrations within its jurisdiction.

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

1. MUNICIPALITY will notify COUNTY of any modification or change in the use of the real property from that planned at the time of the acquisition or improvement, including disposition, and,
2. MUNICIPALITY will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG or HOME activity, as applicable, reimburse COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or HOME funds); and,
3. Program income generated from the disposition or transfer of property acquired or improved in whole or in part with CDBG or HOME funds prior to or subsequent to the close-out, change of status, or termination of this Agreement shall be treated under the provisions of this Agreement concerning program income.

The above Cooperation Agreement has been authorized by the governing body of the TOWN OF COTTAGE GROVE by resolution dated 9/2/2025 and is executed this 2nd day of Sept, 2025, by the Town Chair and the Clerk of the TOWN OF COTTAGE GROVE

  
\_\_\_\_\_  
Chief Executive Officer/Town Chair

  
\_\_\_\_\_  
TOWN OF COTTAGE GROVE Clerk

The above Cooperation Agreement has been authorized by the Dane County Board of Supervisors, by resolution, dated \_\_\_\_\_ (copy attached), and is executed this \_\_\_\_\_ by the County Executive of Dane County.

\_\_\_\_\_  
Melissa Agard  
County Executive

The terms and provisions of the above Cooperation Agreement are fully authorized under State and local law and the Cooperation Agreement provides full legal authority for the County of Dane to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and lower income housing activities. The above Cooperation Agreement includes the language required by 24 CFR 570 and CPD Notice 25-04.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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