

INTER-AGENCY AGREEMENT
BETWEEN
THE CITY OF LA CROSSE
AND the Redevelopment Authority

THIS INTER-AGENCY AGREEMENT (“Agreement”) is made between two agencies of the City of La Crosse (“City”), namely the **City of La Crosse** (“the City”) and the **Redevelopment Authority** (“RDA”).

WHEREAS, the 2021 American Rescue Plan Act (“ARPA”) provided approximately \$21.7 million to the City from the Coronavirus State and Local Recovery Fund (“SLFRF”), which consists of the Coronavirus State Fiscal Recovery Fund (“CSFRF”) and Coronavirus Local Fiscal Recovery Fund (“CLFRF”) (hereinafter, collectively, called “ARPA funding”);

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding;

WHEREAS, the City has administered the process for ARPA funding and recommends the RDA receive ARPA funding to be used as described in this Agreement and **exhibits** (the “Allocation”);

WHEREAS, the City and the RDA wish to enter into this Agreement to memorialize each other’s responsibilities in regard to the ARPA funding for the program; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

The City hereby agrees to provide the Allocation, in the amount set forth herein, to the RDA and cooperate to facilitate the implementation of the use of the funds pursuant to the exhibits.

B. SCOPE

The RDA shall implement the Allocation, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. TERM

The term of this Agreement shall begin on December 31, 2024 and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. *Funding.* Subject to the availability of ARPA funding, the City shall provide funds to the RDA for the Allocation, in an amount not to exceed **(\$400,000.00)** for the term. Any expenses/costs incurred by RDA in excess of this amount shall be the sole responsibility of the RDA.

2. *Budget.* The RDA agrees that all expenditures are to be in accordance with the approved budget for

the term of this Agreement. The approved budget is detailed in **Exhibit 1**.

3. *Payment.* The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used as described in this Agreement and in **Exhibit 1**. The RDA shall comply with the ARPA funding requirements listed at **Exhibits 2 and 3**. Any ARPA funding advanced to RDA prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting.* The RDA agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and RDA to meet reporting requirements. The RDA shall adhere to the instructions and format, including specific forms required by the City and the U.S Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4**.

5. *Audits.* The RDA shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. The Department shall meet requirements for pass-through entities if applicable, per 2 CFR 200.332. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the RDA's records with respect to matters covered by this Agreement. The RDA shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records.* The RDA shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later, or as imposed by application of the Record Retention and Access law. See 2 C.F.R. 200.334 – 200.338.

7. *Performance Management.* The RDA shall collect performance data, as applicable, to measure progress towards achieving the Allocation's specific goals and objectives following the Program Policy. The RDA is required to establish performance reporting deadlines, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the RDA reports to the City monthly, then the RDA is expected to collect performance data on a monthly basis. The RDA should document the methodology for collecting and calculating performance data and use performance reports, as applicable, as the basis for monitoring, corrective action, and overall Allocation management. Program Policy is outlined in **Exhibit 5**.

8. *Subrecipient and Grantee Monitoring.* The RDA shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress toward the Allocation's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

9. *Reporting Entity Responsibilities.* The RDA and the City agree that the responsibility for items of this Section D, may be reassigned, delegated or shared from time to time among the parties as is most convenient and economical for the parties, so long as the responsibilities of Sections D and E are all fulfilled, and each responsibility of one party to another is fulfilled by the same level of oversight as intended.

E. CORRECTIVE ACTION AND TERMINATION

1. *Corrective Action.* Upon written notice, the City may require the RDA to take corrective action so the RDA is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the Allocation. Corrective action may be required for but is not limited to instances in which the RDA: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. the City may require corrective action of the RDA, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination, which specifies the reasonable date for termination of the Agreement. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to all parties forthwith. Any funds advanced to the RDA for services not yet rendered, unspent, or uncommitted funds, shall be returned to the City immediately. Any costs already incurred shall be borne by the party incurring same, subject to mutual agreement.

F. MODIFICATIONS AND AMENDMENTS

The RDA may submit a written request to the City asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why an extension and/or program budget reallocation is needed and be provided to the City at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. The City will approve or deny the request in writing. The RDA may not expend the ARPA funding under a reallocated program budget until such time the RDA has received written approval from the City. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the Common Council of the City of La Crosse, if applicable.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the RDA shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the RDA.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The RDA shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The RDA shall not use different sources of federal funding to pay for the same services. The Department shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA or CARES funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of Wisconsin and subject to the jurisdiction of a court of competent jurisdiction in the City of La Crosse, Wisconsin.

5. *No Assignment.* This Agreement shall not be assigned by the RDA to another party without the prior

written approval of the City. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

FOR [Office/Department]:

Name, title
Department
Address
Email

FOR DEPARTMENT:

AND A COPY TO:

Address

7. *Headings.* Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation.* The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement.* This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The RDA will implement the Allocation in accordance with its proposal, as approved by the City, which is attached hereto and incorporated herein.
2. The RDA implementation of the Allocation may include but not be limited to contracting with subrecipients, grantees, or contractors, providing programmatic monitoring and oversight of subrecipients or grantees, as applicable, providing budget oversight, drafting reports, and overseeing program evaluation.
3. The RDA supported by the City will provide grant management, fiscal, and programmatic oversight for the subrecipients or grantees, as applicable.
4. The RDA will work with subrecipients, grantees, and contractors to track program outcomes and will provide draft program reports to the City as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by the City.
5. The RDA will receive invoices from subrecipients, grantees, and contractors, track expenditures, and complete draft fiscal reports for submission to the City.
6. The RDA supported by the City will provide technical assistance and operational support to subrecipients or grantees, as needed.
7. The RDA shall follow the instructions of the City related to compliance with ARPA funding requirements.

[ATTACH PROPOSAL APPROVED BY THE CITY BEHIND THIS PAGE]

EXHIBIT 2

FUNDING SOURCE IDENTIFICATION

Source of Funding:	Federal
Name of Awarding Agency:	U.S. Department of Treasury
Award Title:	American Rescue Plan Act (“ARPA”) – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number:	21.027
Award Amount:	\$ <u>400,000</u>
Cost Center:	2009985-541200-ARPA

1. RDA acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, RDA shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. **Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

- **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
- **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
- **“Treasury’s Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
- **Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;**
- **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and**
- **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 3. The term “Recipient” in the foregoing shall mean the RDA.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. RDA agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

EXHIBIT 3

AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT 4

REPORTING TERMS AND CONDITIONS

The RDA shall review performance reports for the activities funded under this Agreement, submitted by the Executive Director. Reports shall provide the necessary information by using the web portal established by The City of La Crosse for that purpose. The RDA will meet on quarterly basis to discuss performance, unless otherwise determined.

Performance Reports

All monthly reports of finances, expenditures, and performance measures on ARPA-funded projects should be submitted to the Economic and Community Development Commission at the monthly meeting or as requested. Every month, the RDA will provide a narrative report on project activities. Reporting frequency subject to change.

Reporting deadlines prior to the approval of the agreement by the City do not apply. Reporting deadlines after the end of the award term do not apply.

Expenditure Category: [2.15]

Calendar Year	Period of Activity	Monthly Report Due Date
2025	January 1, 2025 – January 31, 2025	February 14, 2025
2025	February 1, 2025 – February 28, 2025	March 14, 2025
2025	March 1, 2025 – March 31, 2025	April 11, 2025
2025	April 1, 2025 – April 30, 2025	May 9, 2025
2025	May 1, 2025 – May 31, 2025	June 13, 2025
2025	June 1, 2025 – June 30, 2025	July 11, 2025
2025	July 1, 2025 – July 31, 2025	August 15, 2025
2025	August 1, 2025 – August 31, 2025	September 12, 2025
2025	September 1, 2025 – September 30, 2025	October 10, 2025
2025	October 1, 2025 – October 31, 2025	November 14, 2025
2025	November 1, 2025 – November 30, 2025	December 12, 2025
2026	December 1, 2025 – December 31, 2025	January 9, 2026
2026	January 1, 2026 – January 31, 2026	February 13, 2026
2026	February 1, 2026 – February 28, 2026	March 13, 2026
2026	March 1, 2026 – March 31, 2026	April 10, 2026
2026	April 1, 2026 – April 30, 2026	May 8, 2026
2026	May 1, 2026 – May 31, 2026	June 12, 2026
2026	June 1, 2026 – June 30, 2026	July 10, 2026
2026	July 1, 2026 – July 31, 2026	August 14, 2026
2026	August 1, 2026 – August 31, 2026	September 11, 2026
2026	September 1, 2026 – September 30, 2026	October 9, 2026
2026	October 1, 2026 – October 31, 2026	November 13, 2026
2026	November 1, 2026 – November 30, 2026	December 11, 2026
2027	December 1, 2026 – December 31, 2026	January 8, 2027

* Deadline modified due to a holiday on the second Friday of the month.

Expenditure Category: 2.15

Performance reports shall provide the following information:

- Expended funds during reporting period
- Narrative

EXHIBIT 5

DOWN PAYMENT ASSISTANCE PROGRAM POLICY Homebuyer Down Payment Assistance Program

Program Overview

The City of La Crosse's Homebuyer Down Payment Assistance Program, funded with American Rescue Plan Act Funds (ARPA), is available to help first time homebuyers achieve an affordable mortgage payment. To participate in the program, you must purchase a home in the City of La Crosse, qualify for a 30-year fixed mortgage and meet the eligibility requirements below.

Eligibility Requirements

- Must be a first-time homebuyer as defined by HUD.
- Have an income of 120% CMI or below¹.
- Maximum total cash asset of \$25,000
- Applicant must be able to obtain 30-year fixed rate mortgage financing.
- Mortgage interest rate may not be greater than 2% of the national mortgage rate average.
- Applicant required to provide a cash contribution of \$1,000 or 1% of the purchase price; whichever is greater.
- Purchase price may not exceed HUD's area median purchase price²
- Homebuyers must participate in a HUD approved First-time Homebuyer Education Class.³
- May not be paired with other Down Payment Assistance (DPA) grant or forgivable loan programs.
- Ineligible properties include those conveyed with a land contract, rent or lease to own properties, mobile homes, homes that are not located in the City of La Crosse.
- Homes must meet the minimum housing quality standards defined by the US Department of Housing and Urban Development

Terms

- Sign a 5-year owner occupied deed restriction if the grant amount is between \$1-\$15,000 and a 10-year owner occupied deed restriction if the grant amount is between \$15,001-\$25,000.
- Grant amounts are based on the applicant's household income.
 - Applicants that earn:
 - 80% CMI or less may be eligible to receive a grant up to 20% of the purchase price;
 - 81-100% CMI may be eligible to receive a grant up to 15% of the purchase price
 - 101-120% CMI may be eligible to receive a grant up to 10% of the purchase price;
 - Maximum DPA grant is \$25,000.
- Applicant has 90 days from grant award date to provide the City of La Crosse Community Development office with a signed offer to purchase.
- Mortgage payments must be affordable to the Buyer. Monthly payments cannot exceed 30% of the applicant's income. Maximum overall debt to income ratio cannot exceed 43%.
- A home inspection must be performed on the property and submitted to the City Community Development Office, to ensure the property is safe and sanitary.

¹ Actual income from assets will be counted towards the household's income.

² Current 2022 limits are \$214,000 for existing housing and \$267,000 for newly constructed housing
<https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>

³ <https://hudgov-answers.force.com/housingcounseling/s/>

- Applicant may not receive cash back on the purchase.
- Each property approved in the Down Payment Assistance Program is subject to a Resale Provision which establishes certain conditions in the event of a sale or transfer of title (either voluntarily or involuntarily) during the "period of affordability," which is at least 20 years from the date of sale for grants from \$1-\$15,000 and 10 years from the date of sale for grants from \$15,001-\$25,000. If the property is sold, the purchasers must confirm that their income is below 120 percent of Median Family Income for the City of La Crosse at the time of purchase. The new home must be affordable to the new buyer. The new homebuyer must not pay more than 30 percent of gross income for Principal, Interest, Taxes, and Insurance (PITI).
- As required under the HUD regulations, the Seller will be allowed a fair return when selling to the new buyer. The Original Buyer (now Seller) will be allowed to retain their original investment in the property plus the cost of any improvements made to the property. During the "period of affordability", the last recorded purchase price is to be the minimum restricted price at the time of resale. The maximum resale price will be determined by the City of La Crosse at the time of sale. This will be based on what is affordable to a reasonable range of low-income homebuyers and a fair return on investment for the buyer. The "affordable" price will be calculated based on families at 120 percent of the area median income paying no more than 30 percent of income for principal, interest, property taxes, and insurance.
- Neither the minimum nor the maximum restricted resale price is guaranteed to the owner. If the restricted price exceeds the actual market value, the owner may have to accept the lower price. HOME-assisted units must be maintained in good condition in order to receive the maximum restricted price.
- If the property is transferred, voluntarily or otherwise, during the period of affordability, it must be made available for subsequent purchase only to a buyer whose family qualifies as low-income and will use the property as its principal residence. The subsequent sale after a transfer must abide by the Resale Provisions if it occurs within the Period of Affordability.
- The Purchaser will contact the Down Payment Assistance Program prior to placing the home on the market for sale to ensure that the property remains owner-occupied and meets the Resale Provision.

Program Process

- 1) Staff will work with Applicants to determine their eligibility for the DPA Program.
 - a. Applicants must apply through the City's Neighborly software program and provide current source documents (income statements, bank pre-approval letter, bank and investment statements etc.)
 - b. Staff will send eligible applicants a conditional approval letter, contingent upon meeting the rest of the program eligibility requirements. The letter will expire 90 days from the date of issuance. The letter will also advise the applicant of the maximum allowed purchase price and mortgage payment for program eligibility.
 - i. Staff will assume the applicant is eligible for the maximum grant amount. This amount will be reserved for a period of 90 days. 90 days after the date on the letter, any unclaimed funds will return to the program.
 - ii. In the event the applications received exceed the amount available, Staff may prioritize applicants using the following criteria:
 1. Application completed in entirety
 2. Date the completed application was received
 3. Attended a Homebuyer Education Course

4. Have identified a home and have a signed offer to purchase
5. Have not previously applied for the First-time Homebuyer Program
- 2) Eligible applicants will be instructed to complete a HUD certified First-time Homebuyer Education Class.
- 3) Applicants will start their home search. When a home is identified, the applicant will enter into a binding purchase agreement.
 - a. The purchase agreement should be contingent upon receiving a DPA grant, unless prepared to move forward with the purchase of the property without the grant.
- 4) Applicant will provide Staff with an accepted offer to purchase and completion certificate from their Homebuyer Education Class. Upon receipt Staff will determine the final award amount and issue an official acceptance letter specific to the property which also describes the award amount and any other contingencies (homebuyer education certificate, Home Inspection or HQS Inspection, etc.).
- 5) Applicant must have a Home Inspection or HQS Inspection conducted to ensure that the home is decent, safe and sanitary. If the Home Inspection or HQS inspection identifies deficiencies;
 - a. The Applicant may ask the Seller to cure the deficiencies OR
 - b. If the home is habitable AND the applicant is eligible for a City repair program⁴; the Applicant may start the repair program application process but wait to execute the deferred loan repayment agreement until closing and have the repairs performed after they purchase their home.
 - i. The terms of the DPA grant would change to a forgivable loan; which would be forgiven after completion of the repairs.
 - c. If the home is habitable and the Applicant is NOT eligible for a City repair program, but have the funds necessary to make the repairs or are eligible for bank financing, the DPA would be in the form of a forgivable loan. The loan would not be forgiven until completion of the necessary repairs.
- 6) Applicant and/or their Lender shall provide a Loan Estimate, prior to closing, to ensure that the Applicant's Mortgage Payments do not exceed 30% of their income.
- 7) Grant Agreement will be finalized and executed by the Applicant.
- 8) Applicant will be required to sign an owner-occupied deed restriction that will be recorded after the Warranty Deed, against the property.
- 9) The check will be issued directly to the title company. The title company will provide the City with copies of the closing documents.
- 10) Applicant will move into home and any necessary renovations will commence.

Application Procedures

- Application will include: Conflict of Interest Page, General Release, hold harmless agreement, media release and the counseling agreement.
- Applicants will be asked to provide the documents below for all household members 18 years of age and older:
 - o A copy of their most recent W-2's and tax returns,
 - o Three months of paystubs/earning statements (including child support, alimony),
 - o Three months of bank statements and other investment statements,
 - o Pre-approval letter from their lender indicating the maximum loan amount they are approved for. This does not have to be property specific.
- Upon receipt of a completed application, Staff will:
 - o Use the City's Underwriting Worksheet to determine the Applicant's eligibility for the City's DPA Program.
 - Income will be determined by using the last 3 months of income statements to project forward their income for the next 12 months. For

⁴ City Repair Programs include Housing Rehabilitation, Housing Renovation, Lead Safe Homes Program

applicants who perform seasonal work and/or work overtime, it may be necessary to request more income statements.

- Confirm the projected annual income with the Applicant's most recent W-2's and Federal Tax Returns
 - For applicants who have recently switched employers, a Fannie Mae Verification of Employment form should be completed.
- Eligible applicants will receive a conditionally approved award letter. The award letter will:
 - o expire 90 days from issuance,
 - o be contingent upon meeting the rest of the program eligibility guidelines,
 - o contain instructions how to enroll in a HUD Certified Homebuyer Education Course,
 - o include instruction to submit Homebuyer Education Certificate upon completion.
 - Ineligible applicants will receive a denial letter that will contain the reason(s) for the denial
 - Once the Applicant has identified a home, and provided Staff a copy of the accepted offer to purchase, they will be instructed to contact the City's Housing Specialist to perform an HQS Inspection. The Housing Specialist shall:
 - o Complete the inspection within 10 days of the receipt of the offer to purchase,
 - Applicant may choose to be present during the inspection, it is not required.
 - o Advise Staff and/or the Applicant of the necessary repairs to be performed,
 - o Applicant may request Seller to perform repairs, or have funds to make the repairs after purchasing the property,
 - o If the Applicant is unable to negotiate the repairs or does not have sufficient funds to make the repairs, the Housing Specialist should determine the Applicant's eligibility for City Repair Programs,
 - Advise the Applicant that it may be necessary to bid the repairs in order to determine the cost of the repairs and ultimately their eligibility for the program.
 - Communicate to the Applicant the length of time that this process can take.
 - o Final determination is made on the property's eligibility for the program and reported to the Applicant.
 - If the property is NOT eligible for the DPA Program, the Applicant may choose not to use the DPA Program or find another home.
 - If the property is eligible for the program, the Applicant will be given an award letter that is specific to the home and their final award amount.
 - Applicant would start the closing process with their Lender and/or Realtor. This will take about 30-60 days depending on how busy the real estate market is.
 - o The Realtor will place an order for title work, coordinate fulfillment of any other inspections (pest inspection, radon inspection, etc.)
 - o Lender will finalize the loan application, draft a Loan Estimate, order the appraisal, etc.
 - o Applicant or their Lender should provide Staff with a copy of the Loan Estimate to ensure that the loan payments are affordable,
 - o Upon completion of the title work, a copy should be sent to Staff to finalize the grant agreement, deed restriction, and if applicable the City's Repair Program Agreement.
 - o Final closing date will be established,
 - o Lender will finalize their loan documents,

- Prior to closing the title company shall provide Settlement Statement and Lender Closing Statement that:
 - List the City's down payment grant as ARPA Downpayment Assistance,
 - Identifies the Applicant/Buyer's down payment contribution,
 - Has the final first mortgage amount and terms,
 - This shall be provided to Staff 3-5 days in advance of closing to provide ample time to request the funds from Finance.
- On or before closing Staff will deliver, to the title company, the check, DPA Grant Agreement, Deed Restriction, the City's Repair Program Agreement (if applicable) and any other requested documents to be executed by the Applicant and recorded by the title company.
- After closing the title company shall provide the City with a copy of the executed Settlement Statement, the Lender or Loan Closing Statement (which will disclose the interest rate, loan and payment amount), the warranty deed, deed restriction, the 1st mortgage document and City Repair Program Agreement (if applicable).
- Staff will retain the above documents along with the Application, Applicant's source documents, Home Buyer Education Certificate, Home Inspection or HQS Report for 7 years.
- The Applicant will move into their home. If necessary, the repairs will commence.