

**From:** [Deaken Boggs](#)  
**To:** [All Alders](#)  
**Subject:** Supporting Housing in Madison  
**Date:** Monday, June 17, 2024 6:42:13 PM

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Dear Alders,

I hope this letter finds you well! There are several development proposals before you at Tuesday evenings common council meeting which I urge you to support. While I am associated with one such project, as the housing director with Madison Area Community Land Trust, I believe all three projects serve equal importance in providing Madison with the housing it desperately needs. Those three projects are; the development at the Voit property, the zoning changes along Stoughton road to accommodate a Tiny House Village, and the posed development of a building on Old Sauk Road.

The Voit property development represents a critical investment in Madison's future, addressing both current and future housing demands with up to 1,100 residential units. This initiative not only mitigates the city's housing shortage but also fosters economic growth by integrating commercial spaces, which will attract businesses and create jobs. The inclusion of green spaces and advanced stormwater management systems demonstrates a commitment to sustainability and environmental stewardship. This comprehensive plan aligns with Madison's vision for balanced, inclusive urban development, enhancing community livability and resilience.

The Old Sauk Road development offers significant benefits for the Madison community. The transition from 2 low-density residential units to a 138-unit apartment complex addresses the pressing need for diverse housing options. The development integrates well with the city's Comprehensive Plan by promoting connected neighborhoods and offering a mix of housing types. Additionally, the project's location along a bus route ensures accessibility and supports Madison's transit-oriented development goals. This comprehensive approach to urban planning not only enhances the livability of the immediate area but also contributes to the broader objective of creating balanced, inclusive, and resilient urban environments.

The rezoning of 201 S. Stoughton Rd to Tiny house village is the exact type of ingenuity Madison needs to help address our housing crisis. Occupy Madison has done fantastic work in attempting to address issues of housing access within Madison and this new location will only help support this effort. I strongly support this rezoning and encourage alders to do the same.

Madison needs its alders to support bringing more housing to Madison. Each of the projects highlighted represent an opportunity to do so and I urge you to provide this support.

Thank you

Deaken Boggs

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Deaken Boggs



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**From:** [Genevieve Carter](#)  
**To:** [All Alders](#)  
**Subject:** Occupy Madison Support  
**Date:** Saturday, June 15, 2024 3:54:21 PM

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Good afternoon Alders,

I am writing to express my support for the Occupy Madison tiny home village proposal. I am a resident of the far East side's Hiestand Park neighborhood and an involved member of the East side community. A project like this will bring much needed housing to vulnerable members of our community. I acknowledge the potential difficulties associated with the location in question; the combination of industrial facilities and housing is not ideal, and there is work the City will need to continue to do to make sure the Occupy site is safely connected to the neighborhood via sidewalks and other community connectors. However, given the housing needs in Madison, I believe this is ultimately a positive step for the community.

I will be proud to welcome our new neighbors to the East side, and I know many others agree.

Genevieve Carter  
[gcarter817@gmail.com](mailto:gcarter817@gmail.com)  
630-967-4068

**From:** [Norris W Crary](#)  
**To:** [All Alders](#)  
**Subject:** Tiny House Village Project at 201 South Stoughten Rd. In Madison  
**Date:** Saturday, June 15, 2024 3:00:47 PM

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My wife and I moved into our home at 134 Belmont in January of 1972. It was a safe place to raise our three sons and daughter. I'm now an Oscar Mayer Kraft retiree (79 yrs old), living with my wife a retiree from the Madison Schools system (78 yrs old). Belmont Rd since being closed to Milwaukee St has now been used as a drop for stolen vehicles. Kwik Trip, two blocks from us on Milwaukee St now closes it's doors at 11:00 PM because of drug deals and the resulting problems on their property. We now hear gun shots at night all too frequently. People have been shot and killed. After looking into Occupy Madison and learning of the excessive police, fire calls, and drug problems at their other sites, to say nothing of no screening or lack of supervision at the proposed site on Stoughton Rd, my wife and I would no longer feel safe leaving our doors or windows open and unlocked during the summer. A simple walk in the neighborhood or sitting in our yard would no longer feel safe! Everyone has the right to feel safe in their own home.

Thank you for your time,  
Norris and Shirley Crary

Norris w Crary



**From:** [Liz Darby](#)  
**To:** [All Alders](#)  
**Subject:** Council Comments - 205 S Stoughton Road, Agenda Item No. 14  
**Date:** Tuesday, June 18, 2024 9:14:36 AM  
**Attachments:** [image001.png](#)  
[Occupy 2022-Dane-County-Tiny-House-Application.pdf](#)  
[2024 RES-015 CONTRACT 15495.pdf](#)  
[2024 RES-016 CONTRACT 15496.pdf](#)  
[Alder Paulson Blog.pdf](#)

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To City of Madison Alders:

Please find attached for Common Council review, Occupy Madison's application for a Dane County grant and the corresponding contracts with Dane County, approved on May 30, 2024. Additionally, I would like to point the Council's direction to a letter and exhibits submitted by Fabick on May 30, 2024, and contained within the public comments for the Plan Commission public hearing. I am also attaching Alder Paulson's blog regarding a map amendment from last year to allow for the discussion of a Tiny House Village in this area. Alder Paulson, the sponsor of the amendment, clearly provides that any debate about tiny houses must include a "full land use proposal, which [is] very detailed." A full land use proposal has never been submitted, and the City should not consider this development until one has been received.

I would also like to add my comments from the Plan Commission public hearing to information available to the Council:

My name is Liz Darby, and I am General Counsel for Fabick, a specialty coatings and sealants company located next to the Occupy Madison proposed site. I'd like to thank the commission for taking the time tonight to listen to the concerns of the community. Fabick submitted a packet of material in opposition to this development, and I hope you are able to review it and find it helpful.

In the short amount of time I have tonight, I wanted to address a few concerns about the Staff Report. If this project is approved, taxpayer funding will be used to permit drug use, plain and simple. As part of the contract with Dane County, Occupy Madison cannot impose sobriety requirements on prospective residents and cannot require them to address mental health issues. And in the application to Dane County, Occupy Madison acknowledges that its villages struggle with substance use.

Occupy Madison, and the City, have a track record of overlooking these facts in public. In the March community meeting, the first question a woman from the community asked was about safety. A resident of Occupy Madison responded by saying, "show me one instance where there has been a safety issue in one of our villages." Well, we had over 200; in fact, just the day before a resident stabbed another resident at the Aberg village. Twelve officers, including K9

units, responded to this incident in a multi-jurisdictional pursuit of the suspect. This, according to the Staff Report, is merely a “perception” of crime and safety issues.

The City also attempts to avoid the concern of putting a residential area in an industrial one by identifying 2 sites that can hardly be compared to the current situation. The Fair Oaks building is located in an employment district that includes a planned development and is surrounded entirely by residential districts. The Huxley building is an area that in 2020 came under a Special Area Plan redesigning the old Oscar Mayer area to allow for significant residential developments. Simply because it is located next to the CLOSED Oscar Mayer plant does not make the area industrial. The City Planning Staff surely knows this because the changing landscape of that area was part of their reasoning to allow the Aberg village.

Finally, as part of our research, we learned that the City ordinances that have allowed Occupy Madison to operate also allow it to sidestep nearly every state regulation, whether for campgrounds, mobile homes, transportation, housing or otherwise, there is no mechanism in place to ensure that these types of developments are managed safely. So, let’s combine no regulation and no staff with a vulnerable population, stock them with harm reduction supplies and no support services and stick them in the middle of an industrial park. What could possibly go wrong?

To allow this village in this industrial park can only be described as either ignorance or arrogance, and I ask that this Commission support the safety of everyone involved and deny this application. Thank you for your time.

Thank you for taking this additional submission into consideration.

Best regards,  
Liz

Elizabeth F. Darby  
*General Counsel*



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# DANE COUNTY APPLICATION FOR 2022 TINY HOUSE VILLAGE FUNDING

This application should be used for projects seeking Dane County funding for a Tiny House Village. Applications must be submitted electronically to DCDHS Division of Housing Access and Affordability (HAA) by **noon on September 30, 2022**. All application materials must be uploaded to the [Dane County HAA - Funding Application Dropbox](#).

## APPLICATION SUMMARY

<b>ORGANIZATION NAME</b>	Occupy Madison, Inc.	
<b>MAILING ADDRESS</b> If P.O. Box, include Street Address on second line	304 N. 3rd St, Madison, WI 53704	
<b>TELEPHONE</b>	608-305-4707	<b>LEGAL STATUS</b>
<b>FAX NUMBER</b>	n/a	Private, Non-Profit Federal EIN: <b>46158169</b> Unique Entity Identifier (UEI): <b>W7LGYQYX56C7</b>
<b>NAME CHIEF ADMIN/ CONTACT</b>	Brenda K. Konkel, President	
<b>INTERNET WEBSITE (if applicable)</b>	occupymadisoninc.com	
<b>E-MAIL ADDRESS</b>	occupymadisoninc@gmail.com	

**PROJECT NAME:** Please list the project for which you are applying.

PROJECT NAME	PROJECT CONTACT PERSON	PHONE NUMBER	E-MAIL
OM - 3rd Village	Brenda K. Konkel	608-345-8720	occupymadisoninc@gmail.com

**FUNDS REQUESTED:** Please list the amount and source of funding for which you are applying.

TOTAL PROJECT COST	AMOUNT OF COUNTY FUNDS REQUESTED	PERCENT OF COUNTY FUNDS TO TOTAL PROJECT COST
\$ 1,982,120 not including volunteer labor costs	\$ 1,429,200	72% excludes volunteer labor cost

*Brenda K. Konkel*

\_\_\_\_\_  
Signature of Chief Elected Official/Organization Head

President

\_\_\_\_\_  
Title

## PROJECT DESCRIPTION

- A. **PROJECT DESCRIPTION:** Provide a detailed description of the project; including number and style of housing units to be provided, how the program will incorporate housing first and harm reduction principals.

Occupy Madison has an accepted offer to purchase at 201 S. Stoughton Rd. and we plan to close on the building by December 2022. The building currently is approximately 11,000 square feet and has two tenants. The long term vision for the property is to include the following elements.

- A tiny house village with 20-30 residents, depending upon approved design
- A wood working workshop and craft shop to build houses and items for our store (approximately 3,000 square feet)
- A second retail store (approximately 1,500 sq ft)
- A community space for meetings
- Living facilities for residents (common area, showers, laundry, kitchen) (approximately 2,000-3000 sq ft)
- Gardens for food and flowers
- A farm stand
- Office space for Madison Street Medicine to provide services for people experiencing homelessness (2,000 sq ft)
- Storage for various outreach organizations serving people experiencing homelessness (1,000 sq ft)

The end goal is to have 99 sq. ft. wooden houses for all residents. While we are building the houses, the plan would be to have residents live in the conestoga houses from 1901 Aberg Ave as we replace the conestoga houses at 1901 Aberg with wooden houses. Temporary uses of the property may include

- A place for car campers to park
- Leaving one of the income generating tenants in place for up to 1 year

Our architect for this project is Design Coalition (currently in negotiations), our back up architect is Ed Kuharski of Green Design Studio who designed our first two villages (semi-retired). Our bank for a bridge loan is One Community Bank. We have discussed zoning with the City of Madison Planning, Zoning and Building Inspection Departments and are considering our options between being zoned for a Tiny House Village District or a planned development.

This would be Occupy Madison's 3rd tiny house village.

1. Our first village was built in 2015 at 304 N 3rd St. has phase 2 construction (kitchen, community room, additional houses) completed. We currently have 8 residents. We need to build one more wooden structure house to complete the village. We have had 11 residents live there. While we have asked three people to leave, all three have maintained their housing for several years. We have a woodshop, greenhouse and store at this village to help raise funds for operating costs.
2. The second village was built in 2020 during the pandemic. Initially we had 28 conestoga houses there under "temporary" zoning. For permanent zoning we can only have 22 wooden houses. Of the 30 people that have lived in the village, we did ask 4 people to leave (3 housed, one returned to homelessness), 1 person is in the criminal justice system, 1 person left for treatment then housing, 4 people (and a new baby) found housing, a 5th person regained custody of her children and is moving into housing, 2 passed away, 2 left the village and returned to unsheltered homelessness and 3 people earned enough sweat equity (160 hours) to move into a wooden house at the first village. 12 people remain in the village and at least 10 more are in the process of orientation,

becoming a member and earning sweat equity (50 hours) and we expect them to move in this fall. We hope the remaining people currency earning sweat equity can move to the 3rd village on S. Stoughton Rd. We are in the middle of construction and currently are working on the landscaping to turn the blacktop into a green area and relocating the huts to be in the configuration of where the wooden houses will go. When phase 2 is complete we plan to have a coffee/ice cream/sandwich cart to raise funds for the village.

**Housing First** - Occupy Madison has no income or sobriety requirements. We do not check criminal backgrounds. We do not require people to address mental health issues or participate in services. Our program is truly housing first. We do require people participate in self governance and that they abide by our community agreement, but these are requirements once they live in our housing, not prerequisites to getting into the housing. See resident selection process for more details.

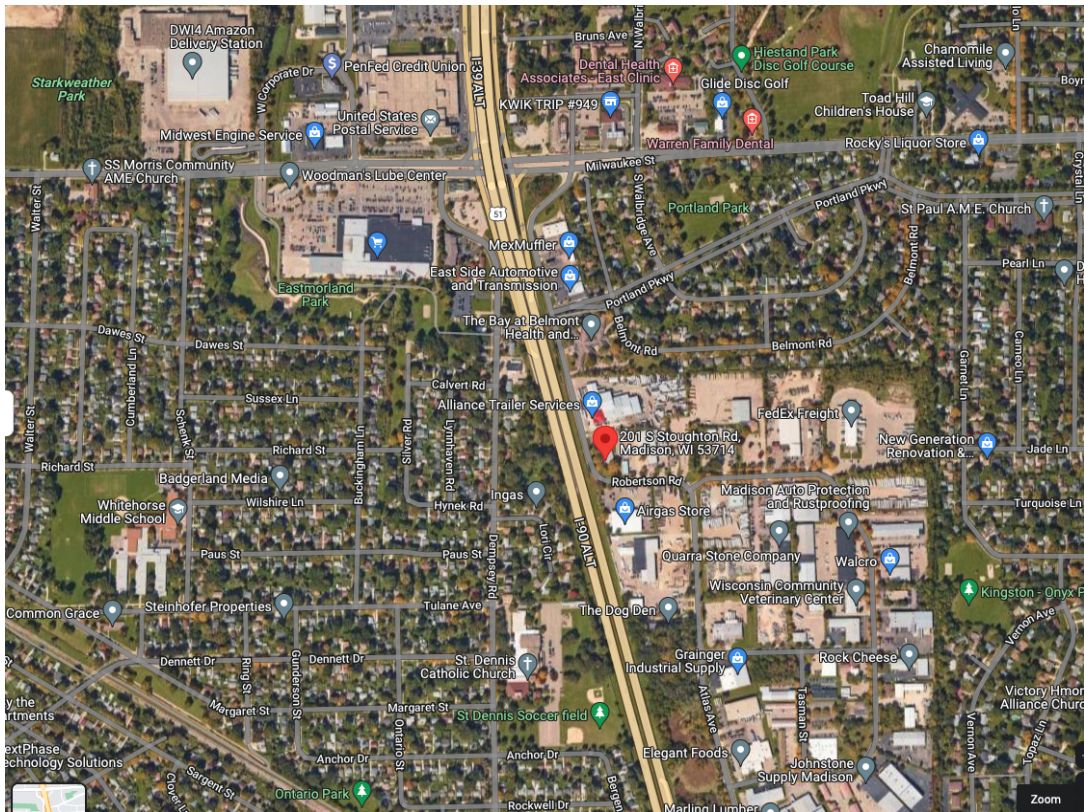
**Harm Reduction** - Occupy Madison has struggled with substance use in our villages. We do believe in harm reduction - that substance use is part of our world and we work to minimize its harmful effects. This is a complex issue, but we make sure that there are harm reduction supplies on site, we have a Wellness group that addresses issues that arise and we strive to address behaviors that occur, regardless of substance use, focusing on behaviors that are disruptive or harmful to the community.

B. **PROJECT NAME AND LOCATION:** Has a site been identified for the project? Indicate the name, address, and municipality where the project will be located. Attach maps to the application indicating the location of the proposed project.

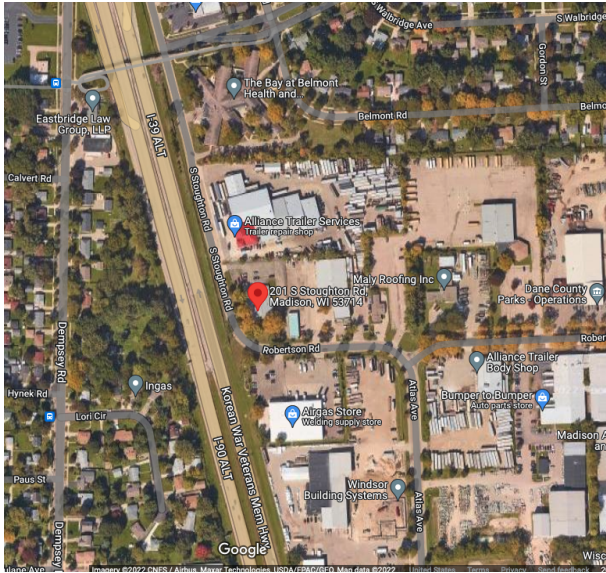
Project Name:	OM - 3rd Village
Project Address:	201/205 S. Stoughton Rd.
City, State, Zip:	Madison, WI 53714











C. **JURISDICTION:** Indicate the name of the jurisdiction where the project will be located, *i.e.*, *City, Town, or Village*. Is the jurisdiction supportive of the project? Describe any meetings that have been held with municipal staff, applicable municipal committees, and neighborhood/community groups.

The project will be located in the City of Madison. There is varying degrees of support from various departments and elected officials.

We have aldermanic support from at least the following alders:

- Brian Benford
- Yannette Figueroa Cole
- Tag Evers
- Patrick Heck
- Mike Verweer

We have had, or plan, the following meetings

- Notified the Alder, Erik Paulson, on August 6th, official notification pending
- Talk with Planning Director Heather Stauder on August 9th
- Talk with Planning (Tim Parks), Zoning (Jenny Kirchgatter) and Building Inspection (Matt Tucker) staff on August 29th
- Planning second meeting with City of Madison CDD and Planning Department
- Alder/Neighborhood Meeting being planned by Alder Paulson

According to the city website, there is no neighborhood association or business association in this area for us to meet with but we will work with the alder to have neighborhood meetings as needed. The alder has indicated that he would like to have a meeting with the Rolling Meadows Neighborhood.

- D. **ZONING:** Provide the current zoning classifications of the site and describe any changes in zoning, variances, special or conditional use permits, or other items that are needed to develop this proposal. Indicate if the project is consistent with any local comprehensive plans.

The property is currently zoned IL or Industrial. The property is located one block from residential zoning and we are looking to do a map amendment to change to THV or Tiny House Village District or we may do a full planned development. If we do the THV this would be the city's first use of this zoning classification that was designed after the zoning of our first two villages.

The planning department seems to have two primary concerns that we believe we can overcome to gain approval. The first is a concern about "amenities". We believe the amenities issue is inconsistent with the standards applied to both the city sanctioned campground at 3202 Dairy Drive and the new Men's Shelter location at 1902 Bartillon. The main concern seems to be lack of a sidewalk. However, at the end of the block is a pedestrian bridge that goes to the Woodman's/East Transfer Point area or sidewalks to go towards the Milwaukee Street amenities (Kwik Trip, McDonalds). It's near five different parks (Kingston-Onyx, Eastmoreland, Portland, Heistand and Starkweather), has great access to jobs, post office, food, public transportation and bike paths. The city's campground does not have any of those amenities and the men's shelter also has issues with sidewalks.

The second is a concern that it is not consistent with the comprehensive plan because it is planned to be industrial. The block for our proposed site has 3 properties bordering on S. Stoughton Rd, one is already zoned suburban residential (The Bay at Belmont Health and Rehabilitation Center). Between our proposed site and the suburban residential is one Industrial property (Alliance Trailer Services a trailer repair shop). Because we will be having a work shop and want to build houses there, we feel this is consistent with the comprehensive plan and that as we go through the political process decision makers will agree. There are few areas in the city that a Tiny House Village would be consistent with the comprehensive plan strictly speaking.

If we pursue the car camping option, that would require other approvals.

- E. **WORK PLAN WITH TIMELINE AND MILESTONES:** In the space below, provide a work plan for how the project will be organized, implemented, and administered. Include a timeline and accomplishments from initiation through project completion. Add in extra quarters as needed. *Examples of milestones are: acquisition, bid packages released, bids awarded, site preparation, excavation, construction begins, etc.*

ON OR BEFORE	MILESTONES
December 2022	Close on the property
December 2022	Hire temporary staff
January/February 2023	Madison Street Medicine moves in (consider zoning for car camping if new tenant is amenable)
February 2023	Gain zoning approval
February 2023	Initial interior renovations begin (bathrooms, showers, laundry, temporary kitchen)
April 2023	Exterior renovations begin (fence, electric)
May 2023	Conestoga huts begin to be ready for occupancy and interior renovations completed for occupancy of huts
June 2023	House building begins
August 2023	Initial conestoga huts occupied
August 2023 - June 2024	As funding is available, work on gardens, farm stand, setting up outreach post, setting up store,



	interior renovations upstairs (commons area, permanent kitchen)
August 2023-December 2025	Continue building wooden houses and moving conestogas from 2nd site to 3rd site. When all conestogas are removed from 2nd site, continue building houses for 3rd site.
2026-2028	Seek additional site or locations for unused conestoga huts.

**F. BATHROOM & KITCHEN FACILITIES:** In the space below, please provide a detailed description of bathroom, kitchen and other facilities accessible to residents.

We currently have restrooms on the first floor for the tenants that currently rent. We will maintain those for store customers, tenants, volunteers and residents. We will also be building a suite in the lower level that has 2 shower rooms (4 showers each) for a total of 8 showers, a laundry room with 4 washers and 4 dryers and 2 restrooms with 4 toilets/urinals and 2-4 sinks. The exact layout is still being worked out, but we believe this is the minimum that is needed on site. This will be constructed in our first phase. There will be a temporary kitchen in the lower level with the minimum of a refrigerator, freezer, microwave, hotplates and other kitchen amenities, including a kitchen sink for washing dishes.

Upstairs, where there is more natural daylight, we will be building a common area and full residential kitchen with a stove/oven and dishwasher. The common area will include a "living room" as well as a community room. We are working on the exact design. We would like the residents who live there to work with our architect to determine exactly how this is designed. This would be constructed, along with our store, in our second phase.

**G. SITE AMENITIES:** Check all that apply.

XX	Community Building, square feet: approximately 11,000 sq ft, 8,000 sq ft if you subtract office space and outreach organization space. There will be about 5,000 sq ft upstairs and 3,000 sq ft downstairs
XX	Community Room, square feet: minimum 2,000 sq ft

**H. OTHER SITE AMENITIES:** In the following space, describe the other site amenities available for residents.

See section A & F. This will be the largest community space we have in our villages and the restrooms/showers and laundry will be separated from the upstairs common spaces to provide more privacy and be more accessible for the people living there. This location will have more space to make crafts, a larger woodshop and we won't have to have our flower sales and gardens at Troy Gardens across town, we will be able to work right on site on our flowers and vegetable gardens.

**I. NEIGHBORHOOD AMENITIES:** Describe the neighborhood in which the project will be located noting access to social, recreational, educational, commercial, health facilities, and services and other municipal facilities and services.

See section D. Woodman's is a 15 minute walk or 5 minute bike ride over the pedestrian bridge. Kwik Trip is a 10 minute walk or 3 minute bike ride. Between those two locations, many of the items our residents will need can be obtained. The area has several parks, there are two dental facilities by the Kwik Trip, there are three churches in the area and plenty of jobs in the surrounding area, including Amazon. Walgreens on Cottage Grove Rd is a 6 minute bike ride or 20 minute walk. The Pinney Library is a 8 minute bike ride down Dempsey. Cottage Grove Road and Milwaukee Street offer other restaurants and amenities. For now the east transfer point is a 6 minute bike ride or 16 minute walk.

- J. TRANSPORTATION:** Identify the travel time and cost via public transportation or public automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers.

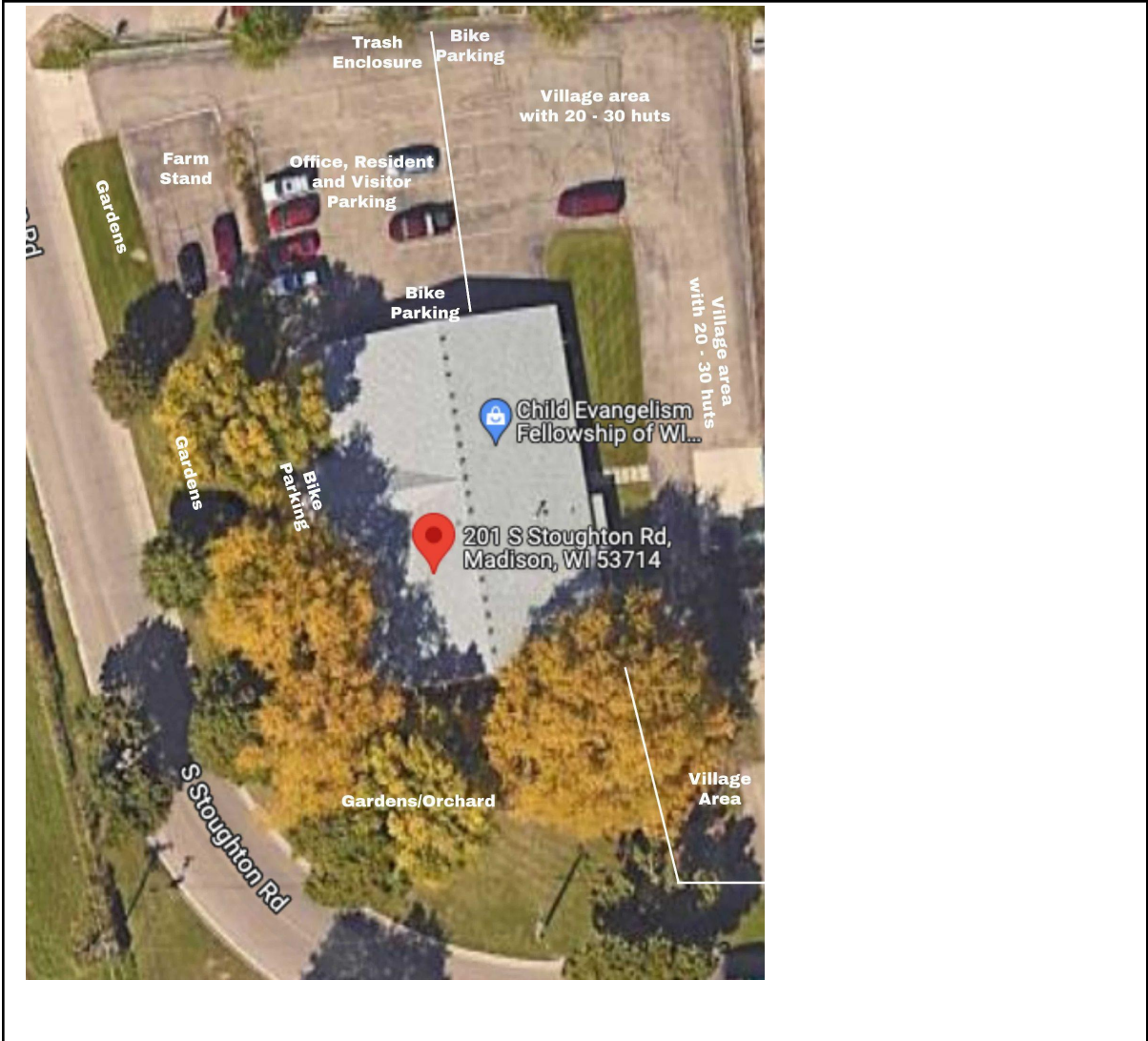
Amazon is a 15 minute walk or 8 minute bike ride. QPS an employment services is at 1 Dempsey Rd by Woodmans. Green Cab is an 8 minute bike ride or 25 minute walk. There are dozens of potential employment places in the area within a 15 minute walk. Looking at the businesses there are many retail, restaurant, light industrial and skilled trades jobs in the immediate area.

- K. PROJECT MANAGEMENT PLAN:** In the space below or as separate attachment, provide a detailed management plan for the project. The plan should contain contact information for the owner or operator of the site, site plan showing portable shelter unit locations, roads and/or path, accessory buildings, parking, bicycle parking, storage of belongings, trash storage/removal, transportation support, and a severe weather plan.

We do not yet have architectural drawings, the site is a little over 1 acre. Below is the general concept. Further details will be worked out with the architect and through the map amendment process. Our houses will be spaced at least 10 feet apart, there will be a 20 ft fire lane, the exact bike parking spaces and trash enclosure may move through the design input process with residents.

The owner and operator will be Occupy Madison, Inc. Occupy Madison is an organization that is primarily self governed by the residents of the villages will some outside assistance. The villages are self governed. There is a Resident's Council with residents of all villages that manage conflict and excessive rule violations. The Board of Directors is the legal entity that makes decisions and signs corporate documents, but the General Membership (GM) makes all major decisions. The Board prepares a budget for GM approval.

The severe weather plan is to have residents gather in the basement area by the wood shop, craft area and restrooms/shower/laundry area. Further management plan details will be similar to the first two villages



# PROJECT APPROACH

L. **RESIDENT SELECTION:** In the space below, describe how residents will be selected for the project.

People sign up to indicate they are interested in living in a tiny home through phone, email or talking to us in person. We prioritize who gets invited to orientation as follows:

- People experiencing unsheltered homelessness and living in places not meant for human habitation, primarily on the street, in tents or in vehicles.
- People sleeping at shelter.
- People who are doubled up.

So far, we have focused primarily on people experiencing unsheltered homelessness as there is enough interest from that population.

Our resident selection process involves the following steps, though it is not 100% linear and people can be working on several steps at a time.

- Attend the first orientation which is an overview of the organization and expectations of residents and members
- Attend the second orientation which is more details about our process to get a tiny home
- Attend 2 monthly General Membership Meetings and get voted in at the end of the second meeting
- Earn 50 sweat equity hours to be able to move into a hut
- Earn 160 sweat equity hours to be able to move into a wooden house
- Earn 500 sweat equity hours to be able to be a permanent steward
- If there are current residents in a village, attend village meetings and get voted in by the village

Sweat equity hours are earned by helping with our construction projects, attending meetings, going to wood shop hours, working in our store or working on other projects we have. The primary goal of the initial sweat equity hours is for our community and the person considering living in our community to get to know each other and mutually decide if it is a good fit. If people are unable to do manual work, we find other tasks for them to do.

All members have to sign and commit to our community agreement that outlines the expectations of members of Occupy Madison. There are many specifics, but it boils down to, be a good neighbor, participate and treat other humans with kindness and respect.

We do not discriminate based on any of the City of Madison, Dane County, State of Wisconsin or Federal protected classes.

When people get their wooden houses, they sign a stewardship agreement that allows them to live in the village rent-free as long as they participate, earn the rest of the sweat equity hours and follow the community agreement.

M. **PARTNERHIPS:** In the space below, provide information on any partnerships that have been or will be formed in order to ensure the success of the project.

Our goal is to rent to Madison Area Care for the Homeless (MACH) OneHealth dba Madison Street Medicine that runs a homeless outreach program, has several clinics and operates the Dairy Drive city-sanctioned campground. That way there will be social workers and medical personnel available to campers as they desire. It is likely that several of our residents will have used Madison Street Medicine services and there will be prior relationships that may help in people seeking services. This will be our only village that has professional staff on site.

Another goal is to use a portion of our building to store items for various outreach programs. We will be able to take overflow items from places like the Social Justice Center and outreach programs and have items available as a "free store" where people experiencing homelessness can shop for a coat or other items they need and outreach workers can store their outreach supplies. This will also allow us to buy in-bulk and save funds. We also hope to have an ice machine and commercial coffee pot to allow outreach workers to have access to those things in extreme hot or cold weather. We will be able to have shelf stable foods available from Second Harvest (through Madison Street Medicine) that can be used by outreach workers.

Our final goal is to allow outreach workers to bring people to the village to use the restrooms, laundry and showers as needed. Madison Street Medicine will also use the laundry to wash towels from the footcare clinic.

N. **PROJECT OUTCOMES:** In the space below, please describe what success will look like for your project, and how it will be measured.

Success for us has both measurable and unmeasurable outcomes. The more tangible outcomes include:

- 20-30 people housed, temporary re-use of our conestoga huts
- Gardens and store that help pay for ongoing operating costs
- Successful partnerships with housing focused homeless outreach organizations
- Successful coordination of outreach supplies
- Space to build our tiny houses and a larger woodshop
- Space for our crafts, flower bouquet arranging and other tasks
- Store and farm stand to raise funds to support operating costs
- Reduced number of overdose deaths

More intangible outcomes include:

- Increased dignity from living in a dry insulated space with electricity, heat, air conditioning with access to indoor plumbing, showers, laundry and restrooms
- Skill building through our woodshop, gardens, store and crafts
- Socialization skills learned through our participatory processes
- Increased self esteem with successes people accomplish personal and organizational goals

## EQUITY AND INCLUSION

O. **CULTURALLY RELEVANT STRATEGIES AND ACTIVITIES:** In the space below, please detail the strategies that will be used to make this program culturally relevant and to promote racial equity. Include specific strategies that have been used to help underserved populations access services provided by your agency.

Our application announcements are sent out to the Homeless Services Consortium and outreach workers to let people experiencing unsheltered homelessness know about our openings. Also, in the community of people experiencing homelessness, we really rely on word of mouth to spread the news. Our population reflects the same demographics as the unsheltered community in terms of disabilities, race, LGBTQ status, age and gender. Because our program is a self-governance model, the people in the program make the decisions about how the program is run and by its very nature is culturally relevant. Having said that, it does not come without challenges as we are all learning together about how to be more inclusive and understanding of our differences. It takes work to have folks back up and see how people are being treated and to understand how to make changes that provide everyone dignity and respect. The population of people experiencing homelessness is not monolith and just like everywhere else we are continuing to learn and understand together. In short, we have lots of meetings and learning to work together to meet the needs of the community.

P. **EXPERIENCE AND QUALIFICATIONS:** In the space below, please describe your agency's experience and qualifications to provide programs that are welcoming to persons of all backgrounds and cultures.

See above. We are working together to create a new kind of organization where everyone is accepted as they are, and we work together to make sure the needs of everyone in the community are met. This does mean that people need to learn: to work together, about similarities and differences, to work with people from different backgrounds, experiences and abilities. It's very challenging. Our cooperative model means people learn to live, work and play together, usually with people they may not ever have interacted with in the housed community. Some of our biggest organizational challenges have involved a resident who only spoke sign

language, a resident with a traumatic brain injury and a person who is schizophrenic but won't take their medications. We have worked side by side with these residents, in good times and in bad. We have laughed, cried and sat in silence together when needed. We've been far from perfect, but we keep trying. The very nature and core of our organization is to accept anyone who is willing to participate at whatever level they can participate.

Q. **IMPROVEMENT EFFORTS:** In the space below, please describe any explicit plans your agency is taking, if any, related to equity and inclusion.

Honestly, our organization does not have any explicit plans in this area at this time.

# SERVICES

R. **SERVICES PLAN:** Provide a detailed description of how services will be provided for project residents. Use the table below to provide details of how services will be provided to residents.

Number of staff dedicated to project:	1 temporary staff person for one year
Scope of Services provided to residents and approaches that will be used to address needs of resident population:	We don't really have a "service" model, its more of a participation model. We problem solve together, human to human. We are a grassroots organization practicing mutual aid with people who have been experiencing houselessness. We have provided connections to mental health, substance use, and mainstream resources. We support people to stay connected and make appointments if they need extra help and guidance. We have peace circles in and out of the community where people are learning new skills to communicate and understand one another. We work with groups to provide healthy food and free items needed for daily life. We have activities for wellness as well as have multiple activities focused on community building and learning new skill sets.
Where tenants will access services. <i>For examples will services be on-site in designated space or by referral to off-site community supports:</i>	Residents or stewards (not tenants) will seek services off site, we are not providing our own services in any traditional sort of manner. Our "services" if you will are more about building self-esteem and skill building as stated above.
If services provided are referral to off-site community supports, please detail how residents will receive information on supportive services that are available to them before and after needs arise:	They will receive notice of services the same way everyone else in the community does, mostly word of mouth and through friends and others who help them find services they may need or by googling it. Honestly, because so many people have been accessing services throughout many years, they are often the best experts on services available in the community. Our volunteers also connected with various services and are a great resource for our members. Madison Street Medicine will be on site and will also be a source of referrals. Honestly, information and referrals often isn't the issue, the issue is the long waiting lists and inability to access services due to various residency and other requirements.
The frequency of services provided and/or a proposed schedule of when services are available to residents:	We don't provide traditional services. We will have weekly village meetings, monthly general membership meetings and many other meetings and activities for people to participate in (gardening, woodshop, crafts, peace circles, etc)
How will services incorporate trauma-informed care principles:	Our whole philosophy is to meet people where they are at and accept them into our community to work together to build a better community in ways they want to contribute. We give people a safe space to rest and recuperate from their traumas related to houselessness,

Relevant performance data that provides insight into your organizations experience serving the target population, and the outcomes for clients served. *Metrics could include the number of individuals served in a related program in a year, exits to permanent, housing retention rates for individuals served in that program, connections to employment, etc.*

See Section A.



## EXPERIENCE AND QUALIFICATIONS

- S. EXPERIENCE AND QUALIFICATIONS WORKING WITH UNSHELTER PERSONS:** Describe your organization/entity, including your mission, experience serving unsheltered County residents and types of program or services you have offered, and which communities you serve. Provide information on the demographics of who you have served in the past year.

Vision: A non-profit membership organization dedicated to creating a participatory, nonhierarchical, democratic community where people with or without safe, stable housing can live and/or work cooperatively to relieve poverty and promote dignity, safety, stewardship and sustainability.

Mission: To join together to create a more humane and sustainable world, one tiny idea at a time.

Occupy Madison started when the Occupy movement fizzled and nearly 100 people experiencing homelessness took over the encampment on East Washington Ave. A group of volunteers began supporting the group there to build a community. When the city broke up that community, several members began camping together in various areas around the city and county - all of which were illegal. Out of that experience, moving 29 times and trying just about everything we could think of, we came upon the idea of creating tiny houses on wheels. After visiting villages on the west coast, a group of volunteers pooled money to buy our first property and turned to the community to fundraise for our first village. Our organization has been led by people experiencing homelessness since 2012 and we have been running tiny house villages for the past 7 years. Our services are as described in section R.

We primarily serve people experiencing unsheltered homelessness. Of the 38 people who have lived in our village we estimate the following demographics:

- 16% over 55
- 16% youth (under 24)
- 5% vets
- 70%+ have a disability (includes SUD and mental health)
- 13% people of color
- 16% LGBTQ+

Our Board President is also President of the Homeless Services Consortium and has over 30 years of experience running non-profits working in housing and homeless services. She, and two other members of our board work for Madison Street Medicine that operates the city-sanctioned campground which has served over 50 individuals, housing 19 people in under a year. Madison Street Medicine also runs outreach and medical programs.

- T. EXPERIENCE AND QUALIFICATIONS WITH CONSTRUCTION AND OPERATION OF A TINY HOUSE VILLAGE:** Describe your organization's experience in the development and construction of a tiny house village or similar arrangement, and experience with the ongoing operation a tiny house village or similar arrangement.

We have been operating our tiny house village #1 since 2015 (7 years) and village #2 since 2020 (2 years).

Construction - We have been through the City of Madison zoning process with a planned development twice. We hired Bachmann Construction for both projects, but used volunteer labor as much as possible working side by side with the construction company. We have done all landscaping

and building of the houses without the construction company. We have built 34 conestoga huts and 8 wooden houses. We have managed over 400 volunteers to get the work done. We manage the repairs and maintenance through our volunteer shop managers.

Operations - The villages are self-governed and everyone in the organization participates in the operations. We have been running the two villages successfully through the pandemic despite the additional challenges. Prior to the pandemic the first village was self-sustaining and we are working on the second village becoming self-sustaining in the next year.

## PROJECT FINANCING

U. **BUDGET SUMMARY:** Indicate the sources and uses of all funds for this project.

SOURCE	AMOUNT	USES	AMOUNT
County Capital Funds	929,200	Purchase Property	800,000
County Rehab funds	500,000	Purchase soft costs	44,200
Fundraising	380,240	Rehab/Construction	600,000
Roots and Wings	50,000	Tiny houses	312,500
In-kind sources	62,500	Paid Coordinator	60,000
Volunteer labor	unknown	Contingency	165,420
TOTAL	1,982,120	TOTAL	1,982,120

V. Which of the identified sources have been secured?

\$800,000 bridge loan from One Community Bank  
 \$50,000 from Roots and Wings  
 \$62,500 in-kind donation of conestoga huts (recycling of Aberg huts)

W. **FUNDS NEEDED:** In the space below, please describe why County funds are needed to ensure the viability of this project.

Our model is to purchase the property and pay it off very quickly to avoid increasing our monthly costs with mortgages. This helps us to make our villages sustainable. Our first village has reached the point where residents and volunteers make enough money from the activities we do to pay for our expenses. The second village has not yet gotten its coffee cart going, but we believe it will be able to do the same. We anticipate opening the coffee cart in the spring. With our third village, we hope to have enough activities there to exceed the costs and help us pay for other organizational

costs. It takes 3-5 years to become sustainable and during that time we write grants and fundraise to make up the difference.

## PROJECT BUDGET

Include the amount and source(s) of all project funding.

USES	SOURCES					
	Total Budget	Dane County	Source: Fundraising	Source: Roots & Wings	Source: Conestoga Huts	Source: Volunteer Labor and in-kind
<b>Acquisition</b>						
Land	250,000	250,000				
Purchase of Buildings	550,000	550,000				
Demolition						
Other Acquisition Costs						
Subtotal	800,000	800,000				
<b>Site Work</b>						
Site Work	100,000	100,000				
Off Site Work						
Landscaping						
Other Site Work						
Subtotal	100,000	100,000				
<b>Construction</b>						
Construction – Residential	300,000	300,000				
Accessory Buildings (Garage, storage, etc.)	200,000	200,000				
Personal Property						
Other New Construction: Tiny houses wooden structures and inkind hut donation	312,500		250,000		62,500	
Subtotal	812,500	500,000	250,000		62,500	
<b>Fees</b>						
Accounting	15,000			15,000		
Appraisal	3,000	3,000				
Architect	25,000	25,000				
Title and Recording	200	200				

USES	SOURCES					
	Total Budget	Dane County	Source: Fundraising	Source: Roots & Wings	Source: Conestoga Huts	Source: Volunteer Labor and in-kind
Zoning	1,000	1,000				
Other Fees:						
Subtotal	44,200	29,200		15,000		
<b>Other</b>						
Participant Services <sup>1</sup>						
Project Coordinator for 1 year	\$60,000**	60,000				
Contingencies						
<b>TOTAL</b>	1,982,120*	1,489,200	380,420	50,000	62,500	Unable to calculate

\*Does not include volunteer time that will be 1,000s of hours of professional services, manual labor, skilled trades and more.

\*\* Project Coordinator will coordinate volunteers, help with purchasing, assist with treasurer and administrative duties during start up of the project.

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<sup>1</sup> If County funds are budgeted for services, additional budget detail may be requested.

# Dane County Contract Cover Sheet

Revised 07/2023

BAF # 24125  
 Acct: Seitz  
 Mgr: Wuthrich  
 Budget Y/N: N

Res 015  
 significant

<b>Dept./Division</b>	Human Services / HAA		
<b>Vendor Name</b>	Occupy Madison Inc	<b>MUNIS #</b>	31386
<b>Brief Contract Title/Description</b>	Funding of \$500,000 will be used to develop a Tiny Housing Village to be located at 201 South Stoughton Road, Madison.		
<b>Contract Term</b>	7/1/2024 - 6/30/2025		
<b>Contract Amount</b>	\$ 500,000.00		

<b>Contract #</b> Admin will assign	15495
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Spring Larson, Contract Coordination Assistant	<b>Name</b>	Brenda Konkel
<b>Phone #</b>	608-242-6391	<b>Phone #</b>	608-305-4707
<b>Email</b>	dcdhscontracts@countyofdane.com	<b>Email</b>	brendakonkel@gmail.com
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

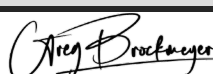
<b>MUNIS Req.</b>	<b>Req #</b> TBD	<b>Org:</b> HSCAPPRJ	<b>Obj:</b> 58770	<b>Proj:</b>	\$ 500,000.00
	<b>Year</b> 2024	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

<b>Budget Amendment</b>	
<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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	015
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

<b>CONTRACT MODIFICATIONS – Standard Terms and Conditions</b>		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

<b>APPROVAL</b>	
<b>Dept. Head / Authorized Designee</b>	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2024.05.15 17:01:01 -05'00'

<b>APPROVAL – Contracts Exceeding \$100,000</b>	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	SHR 5.15.24

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
<b>DOA:</b>	<b>Date In:</b> 5/15/24	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, May 16, 2024 11:56 AM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #15495  
**Attachments:** 15495.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 5/16/2024 2:27 PM	Approve: 5/16/2024 2:28 PM
	Patten (Purchasing), Peter		Approve: 5/16/2024 12:36 PM
	Cotillier, Joshua		Approve: 5/16/2024 2:21 PM
	Oby, Joe		

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

Contract #15495  
Department: Human Services  
Vendor: Occupy Madison  
Contract Description: ARP Grant to develop a Tiny Housing Village at 201 S Stoughton Rd (Res 015)  
Contract Term: 7/1/24 – 6/30/25  
Contract Amount: \$500,000.00

### *Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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**2024 RES-015**

**AWARDING A GRANT OCCUPY MADISON, INC FOR  
DEVELOPMENT OF TINY HOUSE VILLAGE AT 201 SOUTH STOUGHTON ROAD IN THE  
CITY OF MADISON  
DCDHS – HAA DIVISION**

The services in this resolution are funded in part with the County’s allocation of local aid authorized in the 2021 American Rescue Plan. Therefore, this resolution follows the format outlined in 2021 RES-013.

**Justification**

Authorizing Law: In March of 2021, the federal government authorized the \$1.9 trillion American Rescue Plan (ARP) stimulus bill authorizing additional funding to respond to and recover from the COVID-19 pandemic across multiple areas of need.

Dane County was allocated over \$106 million in ARP local aid. A portion of those funds has been previously committed to various efforts to promote economic and housing stability for households impacted by the COVID-19 pandemic. \$500,000 in ARP funding was authorized in the 2022 Dane County Budget to provide a grant to a non-profit organization for the establishment of a Tiny House Village or similar arrangement. A Tiny House Village is any site, lot, parcel, or tract of land designed and maintained, intended or used for the purpose of supplying a location or accommodations for more than three (3) Tiny Houses and may include all buildings intended for use as part of the Tiny House Village. A tiny house is considered to be any movable sleeping or living quarters used as an individual’s place of habitation.

Response to the COVID-19 Pandemic: Enduring economic hardship that originated during the COVID-19 pandemic continues to impact Dane County. The number of people being served by Dane County’s emergency shelters serving single adults have reached historic levels. The number of people being served by Dane County’s emergency shelters serving single adult men have reached historic levels averaging 283 guests an evening and peaking at 311 guests in April. Dane County’s emergency shelter serving single adult women has been peaking at 80 guests during the winter months.

In order to increase the existing capacity of emergency shelter, and to help address the unmet need in Dane County for safe shelters for persons experiencing literal homelessness and living outside or in places not meant for human habitation, the 2022 Dane County Budget included funding for the development of a Tiny House Village.

The Dane County Department of Human Services (DCDHS) Housing Access and Affordability Division (HAA) seeks to award funding to Occupy Madison, Inc. develop a Tiny Housing Village to be located at 201 S. South Stoughton Road, Madison. Occupy Madison was selected via an application process to which it was the sole respondent.

The developed Tiny House Village will contain houses for 20 – 30 residents; a wood working workshop and craft shop to build houses and items for Occupy Madison’s store; community space for meetings; and living facilities for residents to include common area, showers, laundry, and kitchen facilities. Occupy Madison will prioritize access to Tiny Houses for residents as follows: people experiencing unsheltered homelessness and living in places not meant for human habitation, primarily on the street, in tents or vehicles; people sleeping at shelter; people who are doubled up.



53  
54 The total grant award is \$500,000 for Occupy Madison, Inc. The grant term is from July 1, 2024  
55 – June 30, 2025.

56  
57 Duplication of Funding/Existing Partnerships and Programs: The funding is not duplicative and  
58 funding is needed to develop the Tiny House Village.

59 **Expected Outcomes and Data Collection**

60 Expected program outcomes include the completion of the Bayview Community Center.

61 Data collection will minimally include:

- 62 i. Quarterly expense reports  
63 ii. Monthly Program reports to include:  
64 a. Unduplicated number of households served.  
65 b. Demographics of households served.  
66 c. Number of participants connected to community services identified  
67 through individual needs assessment.  
68 d. Number of individuals who left the program and where they exited to (i.e.  
69 permanent housing).  
70 e. Percentage of people who completed the coordinated entry assessments  
71 (i.e. VI-SPDAT).  
72 f. Number of people who completed permanent supportive housing  
73 eligibility documentation process.

74  
75 **NOW, THEREFORE, BE IT RESOLVED THAT** that the County Board requests quarterly  
76 reports be shared with the members of the County Board, and that the Health and Human  
77 Needs Committee review the reports on a quarterly basis and discuss how the information  
78 presented addresses anticipated program outcomes.

79 **BE IT FINALLY RESOLVED** that a \$500,000 grant be approved for Occupy Madison, Inc. (term  
80 of July 1, 2024 – June 30, 2025) and that the County Executive and County Clerk are hereby  
81 authorized and directed to sign the agreement on behalf of Dane County, and that the Controller  
82 is authorized to make payments:

83 <u>Vendor</u>	<u>Amendment Amount</u>
84 Occupy Madison, Inc.	\$500,000

85 **Total Expenditure: \$500,000**



03/2023

DANE COUNTY CONTRACT # 15495

**GRANT AGREEMENT**  
ARPA

**THIS GRANT AGREEMENT** is made and entered into, by and between the County of Dane (hereafter referred to as "GRANTOR") and Occupy Madison, Inc. (hereafter, "GRANTEE"),

**WITNESSETH:**

**WHEREAS**, GRANTOR, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703, has received funds from the United States Department of the Treasury pursuant to Section 602 of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") to be used for the purposes specified in the ARPA, and desires to support GRANTEE's project to develop a tiny house village to be used as emergency housing for households that are defined by the federal Department of Housing and Urban Development (HUD) and primarily unsheltered (living outside or in places not meant for human habitation); and

**WHEREAS** GRANTEE, is a Wisconsin nonprofit corporation, whose address is 304 N. 3<sup>rd</sup> St, Madison WI and is able and willing to complete such a project;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, GRANTOR and GRANTEE do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement ("Effective Date") and shall end as of June 30, 2025 ("Expiration Date") unless terminated pursuant to this Agreement.

**II. PURPOSE AND SCOPE:**

A. In consideration of a grant in the amount of \$500,000 ("Grant Funds"), GRANTEE agrees to develop a Tiny House Village to be located at 201/205 S. Stoughton RD, Madison WI ("Project"). Notwithstanding any other provision of this Agreement to the contrary, GRANTOR shall never pay more than the amount of the Grant Funds.

B. GRANTEE shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement, including the Scope of Work set forth in Exhibit A, which is fully incorporated herein by reference, and all applicable laws.

C.1. This Contract is a sub-recipient agreement funded with a federal assistance award to the County from the United States Department of the Treasury under Section 602 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (LFRF.) **Grantee agrees to comply with the applicable requirements of section 602 of the Act, regulations adopted by Treasury pursuant to the Act, guidance issued by the Treasury Department, and all other applicable federal statutes, regulations, and executive orders, as applicable.**

C. 2. Grant funds may only be used for Eligible Expenses. "Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) consistent with the intent and scope of the Program.

C. 3. All expenses must meet the requirements of ARPA and all rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ARPA funds, including 2 C.F.R. Part 200 (Uniform Guidance), and be consistent with the intent and scope of the Program. The County reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Ineligible expenses include, but are not limited to: costs incurred in submitting an application; taxes (except sales taxes on Eligible Expenses); work stipends or wage subsidies (except approved personnel expenses); funding advocacy or lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ARPA or 2 C.F.R. Part 200 (Uniform Guidance).

C. 4. Grantee shall hold the County harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal agencies or by the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the federal government.

C. 5. Grantee will return to the County or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the County may deduct the appropriate amount from subsequent payments due to Grantee from the County. The County also reserves the right to recover such funds by any other legal means including litigation if necessary.

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

**III. ASSIGNMENT:**

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

**IV. TERMINATION:**

A. Failure of GRANTEE to fulfill any of its obligations under this Agreement in a timely manner, or violation by GRANTEE of any of the covenants or stipulations of this Agreement, shall constitute grounds for GRANTOR to terminate this Agreement by giving a thirty (30) day written notice to GRANTEE.

B. The following shall constitute grounds for immediate termination:

1. Violation by GRANTEE of any State, Federal or local law, or failure by GRANTEE to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. Failure by GRANTEE to carry applicable licenses or certifications as required by law.
3. Failure of GRANTEE to comply with reporting requirements contained herein.
4. Inability of GRANTEE to perform the work provided for herein.

C. In the event GRANTOR terminates this Agreement as provided in Subsections A & B, GRANTEE shall, within thirty (30) days of termination of this Agreement, return to the GRANTOR the full amount of the Grant Funds minus any amount that should be paid to GRANTEE for work that has been completed and which costs can be substantiated. GRANTOR may seek any and all other remedies available to it against the GRANTEE.

D. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out GRANTOR's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

**V. PAYMENT:**

GRANTOR's obligation to make payments under this Agreement is contingent upon GRANTEE demonstrating to GRANTORS satisfaction that GRANTEE has arranged sufficient funding to complete the project in a timely manner. It is currently estimated that the cost to complete the project is \$1,982,120.

**VI. REPORTS:**

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

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. INSURANCE:**

A. GRANTEE shall indemnify, hold harmless and defend GRANTOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which GRANTOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of GRANTEE's work or obligations under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of GRANTOR's, its agencies, boards, commissions, officers, employees or representatives. The obligations of GRANTEE under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and GRANTOR, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, GRANTEE shall, at GRANTEE's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, GRANTEE agrees to preserve GRANTOR's subrogation rights in all such matters that may arise that are covered by GRANTEE's insurance. Neither these requirements nor the GRANTOR's review or acceptance of GRANTEE's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the GRANTEE under this Agreement. The GRANTOR expressly reserves the right to require higher or lower insurance limits where GRANTOR deems necessary.

**1. Commercial General Liability:**

GRANTEE agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent GRANTEES and Subcontractors, and Fire Legal

Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

**2. Commercial/Business Automobile Liability:**

GRANTEE agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. GRANTEE further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event GRANTEE does not own automobiles, GRANTEE agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**3. Workers' Compensation:**

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

**4. Umbrella or Excess Liability:**

GRANTEE may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy.

There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. GRANTEE agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Upon execution of this Agreement, GRANTEE shall furnish GRANTOR with a Certificate of Insurance listing DANE COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If GRANTEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, GRANTEE shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. GRANTEE shall furnish GRANTOR, annually on the policy renewal date, a certificate of Insurance as evidence of coverage. It is further agreed that GRANTEE shall furnish the GRANTOR with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either GRANTEE or GRANTOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by GRANTEE. In the event any action, suit or other

proceeding is brought against GRANTOR upon any matter herein indemnified against, GRANTOR shall give reasonable notice thereof to GRANTEE and shall cooperate with GRANTEE's attorneys in the defense of the action, suit or other proceeding. GRANTEE shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE.

D. The parties do hereby expressly agree that GRANTOR, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by GRANTOR's Risk Manager taking into account the nature of the work and other factors relevant to GRANTOR's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by GRANTOR of any breach of the covenants of this Agreement or a waiver of any default of GRANTEE and the making of any such payment by GRANTOR while any such default or breach shall exist shall in no way impair or prejudice the right of GRANTOR with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, GRANTEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). GRANTEE agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

A. If GRANTEE has 20 or more employees and receives \$20,000 in annual contracts with GRANTOR, the GRANTEE shall submit to GRANTOR a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. GRANTEE shall also file an Affirmative Action (AA) Plan with GRANTOR in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. GRANTEE shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by GRANTOR. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. GRANTEEs who have less than twenty employees, but who receive more than \$20,000 from the GRANTOR in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If GRANTEE submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by GRANTOR, a verification of acceptance by the State of GRANTEE's Plan is sufficient.

B. GRANTEE agrees to comply with the GRANTOR's civil rights compliance policies and procedures. GRANTEE agrees to comply with civil rights monitoring reviews performed by the GRANTOR, including the examination of records and relevant files maintained by the GRANTEE. GRANTEE agrees to furnish all information and reports required by the GRANTOR as they relate to affirmative action and non-discrimination. GRANTEE further agrees to cooperate with GRANTOR in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. GRANTEE shall post the Equal Opportunity Policy, the name of GRANTEE's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to GRANTOR's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. GRANTEE shall supply to GRANTOR's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.



D. GRANTEE shall provide copies of all announcements of new employment opportunities to GRANTOR's Contract Compliance Officer when such announcements are issued.

E. If GRANTEE is a government entity having its own compliance plan, GRANTEE'S plan shall govern GRANTEE's activities.

## **XII. MISCELLANEOUS:**

### **A. Registered Agent.**

GRANTEE warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of GRANTEE's registered agent is readily available and current. GRANTEE shall notify GRANTOR immediately, in writing, of any change in its registered agent, his or her address, and GRANTEE's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

### **B. Controlling Law and Venue.**

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

### **C. Limitation Of Agreement.**

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

### **D. Entire Agreement.**

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

### **E. Counterparts.**

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

### **F. Execution:**

This Agreement has no effect until signed by both parties. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the



## **EXHIBIT A SCOPE OF WORK**

Service Description : SPC Code 106: Housing

The development of a tiny house village to be used as emergency housing for households that are defined by the federal Department of Housing and Urban Development (HUD) and primarily unsheltered (living outside or in places not meant for human habitation).

### **I. PROVIDER'S RESPONSIBILITIES: PROVIDER shall:**

- A. Develop a tiny house village to contain 20-30 tiny houses for the provision of emergency housing at 201 S. Stoughton Rd, Madison.
- B. Provide low-barrier emergency shelter housing opportunities targeted to households that meet the HUD definition of literally homeless and may be living outside or in another place not meant of human habitation.
- C. Give Preference for vacant units to households that are primarily unsheltered (living outside or in places not meant for human habitation.)
- D. Select residents in accordance with PROVIDER'S selection process and procedures. The selection process and policies shall be provided to the COUNTY annually by January 15<sup>th</sup>.
- E. Terminate residents' occupancy in accordance with PROVIDER'S termination process and procedures. The termination process and policies shall be provided to the COUNTY annually by January 15<sup>th</sup>.
- F. Ensure that Tiny Houses shall be spaced at least 10 feet apart, and allow for 20 ft fire lane.
- G. Ensure that the maximum occupants for each Tiny House shall be two (2) persons.
- H. Each Tiny House unit shall contain a working smoke detector, carbon monoxide detector and fire extinguisher.
- I. Tiny Houses shall only use listed vented gas (liquid propane or natural) heaters or electric heat.
- J. Maintain additional living facilities which shall contain common areas, showers, laundry, and residential kitchen. PROVIDER will be responsible for installation, maintenance and keeping in good repair the following:
  - a. Bathroom facilities which shall contain a minimum of 2 shower rooms (4 showers each) for a total of 8 showers, and a minimum of 2 restrooms that shall include 4 toilets/urinals and 2-4 sinks.
  - b. A full residential kitchen which shall include a refrigerator, freezer, microwave, sink, stove/oven, and dishwasher.
  - c. Porta-potties are only allowed during project construction and must be removed as permanent facilities are completed.

- K. During construction, shall install and maintain a temporary kitchen which shall include a refrigerator, freezer, microwave, hotplates, and kitchen sink.
- L. Ensure residents have access to an emergency phone at all times. PROVIDER will install, maintain and keep in good repair such phone. PROVIDER will ensure the emergency phone has service at all times.
- M. PROVIDER shall provide to COUNTY, in a timely manner, a copy of any agreements and/or management/services plan it must establish as result of conditional use permitting or other zoning requirements.

## **EXHIBIT B PAYMENT TERMS**

PROVIDER shall be paid for its services as indicated below.

*Monthly Expense Reimbursement:* Expenses incurred by PROVIDER shall be reimbursed by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY within twenty-five days after the month of service. Supporting documentation shall be included with all payment vouchers.

## EXHIBIT C REPORTS

- A. PROVIDER shall submit a project timeline to its COUNTY contract manager within 45 days of execution of grant agreement.
- B. PROVIDER shall provide to COUNTY a monthly written report which shall, at a minimum, include the following information:
- Unduplicated number of households served.
  - Demographics of households served.
  - Number of participants connected to community services identified through individual needs assessment.
  - Number of individuals who left the program and where they exited to (*i.e. permanent housing*).
  - Percentage of people who completed the coordinated entry assessments (*i.e. VI-SPDAT*).
  - Number of people who completed permanent supportive housing eligibility documentation process.

Additional information may be required pursuant to federal guidelines for American Rescue Plan funding sources.

- C. COUNTY may take corrective action if PROVIDER fails to submit reports as outlined above, including termination of payment of PROVIDER expense claims until outstanding reports have been submitted.

# Dane County Contract Cover Sheet

Revised 07/2023

BAF # 24128  
 Acct: Seitz  
 Mgr: Wuthrich  
 Budget Y/N: N

Res 016  
 significant

<b>Dept./Division</b>	Human Services / HAA		
<b>Vendor Name</b>	Occupy Madison Inc	<b>MUNIS #</b>	31386
<b>Brief Contract Title/Description</b>	Land and Building Leases with Occupy Madison for 201 South Stoughton Road, Madison Tiny Village Project.		
<b>Contract Term</b>	7/1/2024 - 7/1/2039		
<b>Contract Amount</b>	\$1.00		

<b>Contract #</b> Admin will assign	15496
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Spring Larson, Contract Coordination Assistant	<b>Name</b>	Brenda Konkel
<b>Phone #</b>	608-242-6391	<b>Phone #</b>	608-305-4707
<b>Email</b>	dcdhscontracts@countyofdane.com	<b>Email</b>	brendakonkel@gmail.com
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b> 3100	<b>Org:</b> HSCAPPRJ	<b>Obj:</b> 58771	<b>Proj:</b>	\$ 1,000,000.00
	<b>Year</b> 2024	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	016
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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	
<b>Dept. Head / Authorized Designee</b>	
lheukumere, Astra	Digitally signed by lheukumere, Astra Date: 2024.05.15 16:43:17 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	SHR 5.15.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 5/16/24	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Thursday, May 16, 2024 12:05 PM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #15496  
**Attachments:** 15496.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/16/2024 2:28 PM	Approve: 5/16/2024 2:28 PM
	Patten (Purchasing), Peter		Approve: 5/16/2024 12:31 PM
	Cotillier, Joshua		Approve: 5/16/2024 2:23 PM
	Oby, Joe		

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

Contract #15496  
Department: Human Services  
Vendor: Occupy Madison  
Contract Description: Land & Building Leases for 201 S Stoughton Rd, Madison Tiny Village Project (Res 016)  
Contract Term: 7/1/24 – 7/1/2039  
Contract Amount: \$1.00

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.



1 **2024 RES-016**

2 **APPROVING AGREEMENTS FOR A TINY HOUSE VILLAGE PROJECT AT 201 SOUTH**  
3 **STOUGHTON ROAD IN THE CITY OF MADISON**  
4 **DCDHS – HAA DIVISION**  
5

6 The 2022 Dane County capital budget allocated funding of \$1,000,000 in funding to provide a  
7 grant to a non-profit organization for the establishment of a Tiny House Village or similar  
8 arrangement. A Tiny House Village is any site, lot, parcel, or tract of land designed and  
9 maintained, intended or used for the purpose of supplying a location or accommodations for  
10 more than three (3) Tiny Houses and may include all buildings intended for use as part of the  
11 Tiny House Village. A tiny house is considered to be any movable sleeping or living quarters  
12 used as an individual's place of habitation.  
13

14 The Dane County Department of Human Services (DCDHS) Housing Access and Affordability  
15 Division (HAA) seeks to award funding to Occupy Madison, Inc. develop a Tiny Housing Village  
16 to be located at 201 S. South Stoughton Road, Madison. Occupy Madison was selected via an  
17 application process to which it was the sole respondent.  
18

19 The developed Tiny House Village will contain houses for 20 – 30 residents; a wood working  
20 workshop and craft shop to build houses and items for Occupy Madison's store; community  
21 space for meetings; and living facilities for residents to include common area, showers, laundry,  
22 and kitchen facilities.  
23

24 Occupy Madison will prioritize access to Tiny Houses for residents as follows: people  
25 experiencing unsheltered homelessness and living in places not meant for human habitation,  
26 primarily on the street, in tents or vehicles; people sleeping at shelter; and people who are  
27 doubled up.  
28

29 As part of the funding, the county will purchase the land and existing structure that will be  
30 leased back to Occupy Madison.  
31

32 NOW, THEREFORE, BE IT RESOLVED that the County Board Authorized the purchase of land  
33 to be developed as a Tiny House Village by Occupy Madison, Inc., and  
34

35 BE IT FURTHER RESOVLED that the County Board authorizes the lease of the land to Occupy  
36 Madison, Inc., and the County Executive and County Clerk are authorized to execute the  
37 leases;  
38

39 BE IT FINALLY RESOLVED that the County Real Estate staff are authorized to execute  
40 documents necessary to purchase the land and the Controller is authorized to make payments  
41 necessary for these purchases.

## LAND LEASE

In consideration of the mutual promises and covenants contained in this Lease, dated as of \_\_\_\_\_, 2024, County of Dane, Wisconsin (the "Landlord") and Occupy Madison, Inc., a private non-profit (the "Tenant") agree as follows:

1. PREMISES. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the vacant land described on Exhibit A attached hereto (the "Premises").

2. CONDITION OF PREMISES. Tenant acknowledges and agrees that Tenant is leasing the Premises "AS IS", and Landlord makes no warranties, express or implied, as to fitness, merchantability, use or condition of the Premises. Tenant leases the Premises without representation or warranty of Landlord, express or implied, in fact or by law, and without recourse, with respect to: (a) the condition of the Premises and (b) the ability to use the Premises for any particular purpose.

3. TERM. The Lease term shall commence upon the date hereof and shall terminate on the 15<sup>th</sup> year anniversary thereof.

4. RENT. Tenant has paid to Landlord on the date hereof the sum of One Dollar \$1.00 as rent for the Premises for the entire Lease term.

5. UTILITIES. Tenant shall be responsible for payment of all utilities, including electricity, sewer and water furnished to the Premises during the term of this Lease.

6. USE. The Premises shall be used as a Tiny House Village known as "OM – 3<sup>rd</sup> Village" (the "Residential Project"). Tenant will not use the Premises in any manner that may increase the insurance risk or prevent the obtaining of insurance.

7. MAINTENANCE AND REPAIR. Tenant shall, at its expense, keep and maintain the Premises in a good, clean, safe, secure and sanitary condition, and to that end shall perform any and all necessary repairs, replacements and maintenance to the Premises.

8. COVENANTS.

(a) Compliance with Laws. Tenant agrees to comply with all laws, orders, ordinances and regulations and with any direction made pursuant to law of any public officer, relating to Tenant's use of the Premises.

(b) Surrender. Tenant agrees upon the termination of this Lease for any reason to remove Tenant's personal property and those of any other persons claiming under Tenant, and to quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are at the commencement of this Lease or thereafter may be improved by Tenant, reasonable use and wear, fire and other casualty loss excepted.

(c) Personal Property Taxes. Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the Lease term upon Tenant's equipment, furniture, fixtures and other personal property located in the Premises.

(d) Real Estate Taxes and Assessments. Tenant agrees to pay, before delinquency, any and all real estate taxes and special assessments levied or assessed and which become payable during the Lease term upon the Premises.

(e) Signage. Tenant may place any signs on the Premises provided they comply with applicable municipal ordinances.

(f) Expenses of Operating the Premises. Tenant shall, at its expense, obtain any and all services related to the operation of the Premises that it desires, including without limitation the provision of landscaping services, snow removal, and supplies necessary for operation of the Premises in compliance with Section 6 hereof.

(g) Financing. Landlord shall not finance the Premises or otherwise encumber its interest in the Premises without Tenant's prior written consent. Tenant shall have the right to encumber its leasehold interest in the Premises and execute and deliver a collateral assignment hereof in connection with any such financing, and Landlord agrees to execute such consent to collateral assignment as Tenant's lender may reasonably require.

9. RIGHT OF ENTRY. Landlord and its authorized representatives shall have the right to enter the Premises at all times, to inspect the Premises, to abate nuisances, to cure dangerous conditions or repair waste, and to make repairs, alterations, improvements or additions to the Premises or to the Buildings as Landlord may reasonably deem necessary, including those to be performed by Tenant, without the same constituting an eviction of Tenant in whole or in part, and rent shall not abate as a result of such entry. Landlord reserves the right to use the Premises in any way that does not interfere with Tenant's rights pursuant to this Lease. Unless an emergency, Landlord shall provide Tenant with 48 hours of notice prior to entry.

10. INSURANCE. During the Lease term, Tenant shall keep in full force and effect, at its expense: (a) a policy of commercial general liability insurance covering the Premises, with a combined single limit of not less than \$1,000,000; and (b) insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a "special form" property insurance policy, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Premises, in an amount not less than their full replacement value. Tenant's commercial general liability insurance policy shall name Landlord and Tenant as insureds. A copy of the paid-up policies evidencing such insurance or certificates of insurers shall be delivered to Landlord prior to the commencement date of this Lease and upon renewals not less than 30 days prior to the expiration of such coverage.

11. DAMAGE OR DESTRUCTION. In case of damage to the Premises by fire, vandalism, malicious mischief or any other casualty, the Premises may be repaired or rebuilt by Tenant.

12. INDEMNIFICATION. Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, arising from any negligence or willful misconduct of Tenant or its officers, members, contractors, licensees, agents, servants, employees, guests, invitees, visitors or subtenants in or about the Premises.

13. IMPROVEMENTS AND ALTERATIONS. Tenant may make, at any time and from time to time, any alterations or improvements ("Improvements") to the Premises it desires including, without limitation, alterations to Improvements previously made by Tenant. All Improvements shall be made at Tenant's sole cost and expense. Tenant shall obtain all necessary permits, and Landlord shall cooperate as needed by Tenant to obtain said permits; further, Tenant shall provide Landlord with copies thereof. Tenant shall promptly repair any damage and perform any necessary cleanup resulting from any Improvements. All Improvements (except trade fixtures, furniture and equipment belonging to Tenant) in existence upon termination of this Lease shall be Landlord's property and shall remain upon the Premises, all without compensation to Tenant. Tenant agrees not to create, incur, impose or permit any construction liens against the Premises by reason of any Improvement and Tenant agrees to hold Landlord harmless from and against any such lien claim. At its expense, Tenant shall cause to be discharged, within thirty days of the filing thereof, any construction lien claim filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, or on behalf of Tenant.

14. EMINENT DOMAIN. In the event the entire Premises is lawfully condemned or taken in any manner for any public or quasi-public use or purpose, or sold or conveyed in lieu of condemnation, this Lease shall terminate as of the date of such taking or conveyance. In the event only a portion of the Premises is taken or conveyed, the Premises shall be repaired or rebuilt. Landlord shall be entitled to all awards payable to Landlord for its fee interest in the Premises resulting from a taking, and Tenant shall be entitled to all awards payable to Tenant for its leasehold interest in the Premises resulting from a taking including, without limitation, moving expenses, the cost of any Improvements made by Tenant to the Premises and losses incurred by Tenant as a result of the taking; provided however that Landlord and Tenant agree that all such condemnation proceeds shall be applied first to rebuilding and restoring any damage to the Premises as a result of such condemnation. Landlord hereby covenants and agrees that it will not use any taking or eminent domain powers and authority it may have to initiate or pursue condemnation with respect to the Premises during the Term, except that the County may exercise its condemnation powers or authority pursuant to section 32.05 of the Wisconsin Statutes to facilitate the construction, relocation, widening, or make any other improvement to any alley, street, road, highways, or other public right-of-way.

15. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease and/or sublet all or any portion of the Premises, without Landlord's consent in writing.

16. DEFAULT.

(a) Defaults. If Tenant (i) fails to pay any installment of rent or other charges hereunder when due and such default is not cured within five days after receipt of written notice

thereof from Landlord, or (ii) fails to perform any other covenant, term, agreement or condition of this Lease and such default is not cured within 30 days after receipt of written notice thereof from Landlord (unless the default is of a nature that it cannot be cured within 30 days, in which event Tenant must commence the cure within the 30-day period and diligently prosecute same to completion), or (iii) fails to establish tiny home village June 30, 2025.

Tenant further agrees that in case of any such termination Tenant will indemnify Landlord against all damages which Landlord may incur by reason of such termination including, without limitation, reasonable attorneys' fees.

If Tenant shall default in the observance or performance of any term or covenant of this Lease, or if Tenant shall fail to pay any sum of money, other than rent required to be paid by Tenant hereunder, Landlord may, without waiving or releasing Tenant, remedy such default at the expense of Tenant after notice and expiration of any applicable cure period. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, reasonable attorneys' fees, Tenant shall pay to Landlord as additional rent such sums paid or obligations incurred, with costs and interest at the rate of 12% per year.

(b) Unpaid Sums. Any amounts owing from Tenant to Landlord under this Lease shall bear interest at the annual rate of 12% calculated from the date due until the date of payment.

17. ESTOPPEL CERTIFICATE. Within fourteen (14) days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate in form and content reasonably acceptable to Landlord. Within fourteen (14) days after written request from Tenant, Landlord shall execute, acknowledge and deliver to Tenant an estoppel certificate in form and content reasonably acceptable to Tenant.

18. OPTION TO PURCHASE. Landlord acknowledges and agrees that Tenant shall have the Option to Purchase the Premises for the purchase price (the "Purchase Price") of \$100.00 (the "Option"). The option contained herein shall be exercisable by Tenant at any time after January 1, 2033, until the end of the Lease term. The Option shall be deemed exercised if and when Tenant notifies Landlord in writing (the "Exercise Notice") of Tenant's election to exercise the Option. The date, if any, upon which Tenant exercises the Option shall be called the "Exercise Date." The closing on the sale of the Premises to Tenant ("Closing") shall occur on the date set forth in the Exercise Notice, which date shall be no sooner than 30 days but no later than 90 days after the Exercise Date. This option to purchase may only be exercised in conjunction with the option to purchase in the Building Lease executed for the building on the Premises. Both options to purchase must be exercised at the same time.

19. RIGHT OF FIRST REFUSAL. Tenant shall have a right of first refusal to purchase the Premises, upon the terms and conditions set forth in this Section 18 (the "Right of First Refusal"). If Landlord receives a bona fide offer to purchase the Premises from a third party purchaser (the "Offer") whether or not solicited, prior to accepting such Offer, Landlord shall deliver a complete and accurate copy of the Offer to Tenant, together with a written statement to the effect that Landlord intends to accept the Offer if Tenant does not exercise its rights

hereunder (the "Offer Notice"). If Tenant desires to purchase the Premises, it shall be on substantially the terms and conditions set forth in the Offer, except that the price shall be lesser of (i) the Purchase Price stated in Section 17 above; and (ii) the price set forth in the Offer, and Tenant shall notify Seller in writing within thirty (30) days following Tenant's receipt of the Offer Notice. If Tenant fails to exercise its Right of First Refusal pursuant to this Section, the Premises may be sold, transferred or assigned pursuant to the Offer to a bona fide third-party purchaser subject to the terms of this Lease, and Tenant's Right of First Refusal shall remain in full force and effect after such a transfer and binding on the transferee. Notwithstanding the foregoing, if a transfer pursuant to an Offer presented to Tenant does not close, or if the Offer is later materially amended, then the Tenant's Right of First Refusal shall survive and the Landlord must comply with this Section as to any new or amended Offers. For the purposes of this Section, a material amendment to an Offer shall include, but not be limited to, any adjustment in the purchase price under the Offer or any extension in the time for closing under the Offer by more than thirty (30) days. In the event the Landlord receives an Offer which is not a bona fide, arms-length or unrelated, third party offer, or otherwise transfers the Premises to a related party or pursuant a non-arms-length transaction, then such transfer shall be made subject to this Lease and Tenant's Right of First Refusal shall remain in full force and effect after such a transfer and binding on the transferee. .

21. QUIET ENJOYMENT. Landlord covenants that if Tenant shall pay the rent and observe and perform all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

22. ENVIRONMENTAL. Hazardous Substances: Indemnification. Tenant represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable Environmental Laws, including any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations, guidance documents or memoranda and other governmental restrictions.

23. TINY HOMES. All Tiny Homes on the Premises shall be made at Tenant's sole cost and expense. Tenant shall obtain all necessary permits, and Landlord shall cooperate as needed by Tenant to obtain said permits; further, Tenant shall provide Landlord with copies thereof. Tenant shall promptly repair any damage and perform any necessary cleanup relating to the Tiny Homes. Tenant shall, at its expense, keep and maintain the Tiny Homes in good, clean, safe, secure and sanitary condition, and to that end shall perform any and all necessary repairs, replacements and maintenance to the Tiny Homes. Tenant agrees to comply with all laws, orders, ordinances and regulations and with any direction made pursuant to law of any public officer, relating to the Tiny Homes. At lease termination, Tiny Homes should not be considered fixtures. Tenant shall indemnify, defend and hold harmless Landlord from all liability related to the Tiny Homes.

24. EXPECTATIONS FOR OPERATION. Tenant shall comply with the Expectations for Operation which are attached and incorporated herein as Exhibit B.

25. REPORTING REQUIREMENTS. Tenant shall provide to Landlord a monthly written report which shall, at a minimum, include the following information:

- Unduplicated number of households served.
- Demographics of households served.
- Number of participants connected to community services identified through individual needs assessment.
- Number of individuals who left the program and where they exited to (*i.e. permanent housing*).
- Percentage of people who completed the coordinated entry assessments (*i.e. VI-SPDAT*).
- Number of people who completed permanent supportive housing eligibility documentation process.

Additional information may be required pursuant to federal guidelines for American Rescue Plan funding sources.

26. MISCELLANEOUS PROVISIONS.

(a) Successors and Assigns. This Lease shall inure to and be binding upon Landlord and Tenant and their respective successors and assigns.

(b) Non-waiver. Waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease.

(c) Entire Agreement. This Lease contains all covenants and agreements between Landlord and Tenant relating to the Premises. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect. This Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

(d) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) Memorandum. At the request of either party, Landlord and Tenant shall execute, acknowledge, and deliver a Memorandum of Lease, which shall be in recordable form, provide public notice of the principal terms hereof, including but not limited to the Option and Right of First Refusal.

(f) Notices. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by personal service or by mailing by registered or certified mail, postage prepaid, at such address as the parties may from time to time designate to the other in writing.

To Landlord:

Division of Housing Access and Affordability

210 Martin Luther King Jr. Blvd, Room 421  
Madison, WI 53703

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

To Tenant:

Brenda Konkel  
Occupy Madison, Inc.  
304 North 3<sup>rd</sup> Street  
Madison, WI 53704

The time of rendition of such notice shall be deemed to be the time when the notice is delivered to or rejected by the recipient.

(g) Non-Discrimination. Tenant agrees not to discriminate against any employee, subtenant or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Tenant further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease.

(h) Binding Effect; Choice of Law. This Lease shall bind the parties, their heirs, personal representatives, successors and assigns. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

(i) Authority. If Tenant executes this Lease as a corporation, limited liability company or partnership, Tenant represents and warrants that Tenant is a duly authorized and existing corporation, limited liability company or partnership, that Tenant has and is qualified to transact business in Wisconsin, that the corporation, limited liability company or partnership has full right, authority and power to enter into this Lease and to perform its obligations under this Lease, that each person signing this Lease on behalf of the corporation, limited liability company or partnership is authorized to do so and that this Lease is binding upon the corporation, limited liability company or partnership in accordance with its terms.

[Signature pages follow.]



In Witness Whereof, the parties hereto have executed this Lease as of the date first set forth above.

LANDLORD:

COUNTY OF DANE

BY \_\_\_\_\_  
\_\_\_\_\_, Dane County Executive

LANDLORD:

COUNTY OF DANE

BY \_\_\_\_\_  
Scott McDonell, Dane County Clerk

[Tenant's Signature Continues on Following Page]

TENANT:

OCCUPY MADISON, INC.

By: Brenda K. Konkel  
Brenda K. Konkel, President

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 4, Township 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, more fully described as follows: Commencing at the Northwest corner of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence East 403.9 feet along the North line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  to the Easterly right of way line of South Stoughton Road (U.S.H. 51); thence South  $17^{\circ}51'$  East, along said right of way line, 335.1 feet; thence North  $84^{\circ}40'$  East, 51.2 feet to the point of beginning and on the East right of way line of a 50 feet service road; thence North  $84^{\circ}40'$  East, 266.45 feet to the East line of lands described in Volume 599 of Deeds, Page 3, as Document No. 858742; thence South  $7^{\circ}30'$  East, along said East line, 272.2 feet to the North right of way line of Robertson Road; thence South  $84^{\circ}40'$  West, along said right of way line, 133.6 feet to a point of curve; thence on a curve to the right, convex to the Southwest, having a radius of 100 feet, and a long chord that measures 125.32 feet to a point that is 50 feet Northeast of, measured at right angles to, the East right of way line of South Stoughton Road; thence North  $17^{\circ}51'$  West along the East right of way line of 50 feet service road, 197.5 feet to the point of beginning, EXCEPT that part conveyed in Instrument recorded on November 16, 1992, in Volume 20919 of Records, Page 9, as Document No. 2413792.

## **EXHIBIT B EXPECTATIONS FOR OPERATION**

1. Tenant will install, maintain, manage and keep in good repair a Tiny House Village for 20-30 residents.
2. Tenant will prioritize access to Tiny Houses for residents as follows:
  - a. People experiencing unsheltered homelessness and living in places not meant for human habitation, primarily on the street, in tents or in vehicles.
  - b. People sleeping at shelter.
  - c. People who are doubled up.
3. Tenant shall have no income or sobriety requirements for prospective residents. Residents shall not be required to address mental health issues or participate in services as condition of selection for a Tiny House.
4. Tenant shall select residents in accordance with Tenant's selection process and procedures. The selection process and policies shall be provided to the Landlord annually by January 15<sup>th</sup>.
5. Tenant shall terminate resident's occupancy in accordance with Tenant's termination process and procedures. The termination process and policies shall be provided to the Landlord annually by January 15<sup>th</sup>.
6. Tenant shall ensure that Tiny Houses shall be spaced at least 10 feet apart, and allow for 20 ft fire lane.
7. Tenant shall ensure that the maximum occupants for each Tiny House shall be 2 persons.
8. Each Tiny House unit shall contain a working smoke detector, carbon monoxide detector and fire extinguisher.
9. Tiny Houses shall only use listed vented gas (liquid propane or natural) heaters or electric heat.
10. Tenant will maintain additional living facilities which shall contain common areas, showers, laundry, and residential kitchen. Tenant will be responsible for installation, maintenance and keeping in good repair the following:
  - a. Bathroom facilities which shall contain a minimum of 2 shower rooms (4 showers each) for a total of 8 showers, and a minimum of 2 restrooms that shall include 4 toilets/urinals and 2-4 sinks.
  - b. A full residential kitchen which shall include a refrigerator, freezer, microwave, sink, stove/oven, and dishwasher.
  - c. Porta-potties are only allowed during project construction and must be removed as permanent facilities are completed.
11. During construction, Tenant shall install and maintain a temporary kitchen which shall include a refrigerator, freezer, microwave, hotplates, and kitchen sink.
12. Tenant will ensure residents have access to an emergency phone at all times. Tenant will install, maintain and keep in good repair such phone. Tenant will ensure the emergency phone has service at all times.
13. Tenant shall timely provide to Landlord a copy of any agreements and/or management/services plan it must establish as result of conditional use permitting or other zoning requirements.

14. If requested by Landlord, Tenant shall meet Landlord about any ongoing issues and shall submit a corrective action plan if requested by Landlord.



## BUILDING LEASE

In consideration of the mutual promises and covenants contained in this Lease, dated as of \_\_\_\_\_, 2024, County of Dane, Wisconsin (the "Landlord") and Occupy Madison, Inc., a private non-profit (the "Tenant") agree as follows:

1. PREMISES. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the building described on Exhibit A attached hereto (the "Premises").

2. CONDITION OF PREMISES. Tenant acknowledges and agrees that Tenant is leasing the Premises "AS IS", and Landlord makes no warranties, express or implied, as to fitness, merchantability, use or condition of the Premises. Tenant leases the Premises without representation or warranty of Landlord, express or implied, in fact or by law, and without recourse, with respect to: (a) the condition of the Premises and (b) the ability to use the Premises for any particular purpose.

3. TERM. The Lease term shall commence upon the date hereof and shall terminate on the 15<sup>th</sup> year anniversary thereof.

4. RENT. Tenant has paid to Landlord on the date hereof the sum of One Dollar, \$1.00 as rent for the Premises for the entire Lease term.

5. SECURITY DEPOSIT. There shall be no security deposit payable by Tenant for this Lease.

6. UTILITIES. Tenant shall be responsible for payment of all utilities, including electricity, natural gas, sewer and water furnished to the Premises during the term of this Lease.

7. USE. The Premises shall be used as a common area for the Tiny House Village known as "OM – 3<sup>rd</sup> Village" (the "Common Space"). Tenant will not use the Premises in any manner that may increase the insurance risk or prevent the obtaining of insurance.

8. MAINTENANCE AND REPAIR. Tenant shall keep and maintain the Premises in a good, clean, safe, secure and sanitary condition, and to that end Tenant shall, at its expense, be responsible for all indoor and outdoor maintenance, both routine and non-routine, and repairs of the Premises, including but not limited to lawn care, painting, roof repairs or replacement as deemed necessary by the Landlord.

9. COVENANTS.

(a) Compliance with Laws. Tenant agrees to comply with all laws, orders, ordinances and regulations and with any direction made pursuant to law of any public officer, relating to Tenant's use of the Premises.

(b) Surrender. Tenant agrees upon the termination of this Lease for any reason to remove Tenant's personal property and those of any other persons claiming under Tenant, and to quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are at the commencement of this Lease or thereafter may be improved by Tenant, reasonable use and wear, fire and other casualty loss excepted.

(c) Personal Property Taxes. Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the Lease term upon Tenant's equipment, furniture, fixtures and other personal property located in the Premises.

(d) Real Estate Taxes and Assessments. Tenant agrees to pay, before delinquency, any and all real estate taxes and special assessments levied or assessed and which become payable during the Lease term upon the Premises.

(e) Signage. Tenant may place any signs on the Premises provided they comply with applicable municipal ordinances.

(f) Expenses of Operating the Premises. Tenant shall, at its expense, obtain any and all services related to the operation of the Premises that it desires, including without limitation the provision of landscaping services, snow removal, and supplies necessary for operation of the Premises in compliance with Section 6 hereof.

(g) Financing. Landlord shall not finance the Premises or otherwise encumber its interest in the Premises without Tenant's prior written consent. Tenant shall have the right to encumber its leasehold interest in the Premises and execute and deliver a collateral assignment hereof in connection with any such financing, and Landlord agrees to execute such consent to collateral assignment as Tenant's lender may reasonably require.

10. RIGHT OF ENTRY. Landlord and its authorized representatives shall have the right to enter the Premises at all times, to inspect the Premises, to abate nuisances, to cure dangerous conditions or repair waste, and to make repairs, alterations, improvements or additions to the Premises or to the Buildings as Landlord may reasonably deem necessary, including those to be performed by Tenant, without the same constituting an eviction of Tenant in whole or in part, and rent shall not abate as a result of such entry. Landlord reserves the right to use the Premises in any way that does not interfere with Tenant's rights pursuant to this Lease.

11. INSURANCE. During the Lease term, Tenant shall keep in full force and effect, at its expense: (a) a policy of commercial general liability insurance covering the Premises, with a combined single limit of not less than \$1,000,000; and (b) insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a "special form" property insurance policy, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Premises, in an amount not less than their full replacement value. Tenant's commercial general liability insurance policy shall name Landlord and Tenant as insureds. A copy of the paid-up policies evidencing such insurance or certificates of insurers shall be delivered to Landlord prior to the



commencement date of this Lease and upon renewals not less than 30 days prior to the expiration of such coverage.

12. DAMAGE OR DESTRUCTION. In case of damage to the Premises by fire, vandalism, malicious mischief or any other casualty, the Premises may be repaired or rebuilt by Tenant.

13. INDEMNIFICATION. Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, arising from any negligence or willful misconduct of Tenant or its officers, members, contractors, licensees, agents, servants, employees, guests, invitees, visitors or subtenants in or about the Premises.

14. IMPROVEMENTS AND ALTERATIONS. Tenant may make, at any time and from time to time, any alterations or improvements ("Improvements") to the Premises it desires including, without limitation, alterations to Improvements previously made by Tenant. All Improvements shall be made at Tenant's sole cost and expense. Tenant shall obtain all necessary permits, and Landlord shall cooperate as needed by Tenant to obtain said permits; further, Tenant shall provide Landlord with copies thereof. Tenant shall promptly repair any damage and perform any necessary cleanup resulting from any Improvements. All Improvements (except trade fixtures, furniture and equipment belonging to Tenant) in existence upon termination of this Lease shall be Landlord's property and shall remain upon the Premises, all without compensation to Tenant.

15. CONSTRUCTION LIENS. Tenant shall pay when due, and indemnify, defend and hold Landlord harmless from, all claims for labor or materials furnished or alleged to have been furnished to Tenant for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein. Tenant shall not permit any liens under the construction lien law to be filed against the Premises or any interest therein and shall immediately obtain a release from any lien so filed.

16. EMINENT DOMAIN. In the event the entire Premises is lawfully condemned or taken in any manner for any public or quasi-public use or purpose, or sold or conveyed in lieu of condemnation, this Lease shall terminate as of the date of such taking or conveyance. In the event only a portion of the Premises is taken or conveyed, the Premises shall be repaired or rebuilt. Landlord shall be entitled to all awards payable to Landlord for its fee interest in the Premises resulting from a taking, and Tenant shall be entitled to all awards payable to Tenant for its leasehold interest in the Premises resulting from a taking including, without limitation, moving expenses, the cost of any Improvements made by Tenant to the Premises and losses incurred by Tenant as a result of the taking; provided however that Landlord and Tenant agree that all such condemnation proceeds shall be applied first to rebuilding and restoring any damage to the Premises as a result of such condemnation. Landlord hereby covenants and agrees that it will not use any taking or eminent domain powers and authority it may have to initiate or pursue condemnation with respect to the Premises during the Term, except that the County may exercise its condemnation powers or authority pursuant to section 32.05 of the Wisconsin Statutes to

facilitate the construction, relocation, widening, or make any other improvement to any alley, street, road, highways, or other public right-of-way.

17. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without Landlord's prior written consent. Tenant may sublet to an organization with a consistent mission of OM, with Landlord's written consent.

18. NO RELEASE OF TENANT. Notwithstanding anything to the contrary contained in this Lease, and regardless of Landlord's consent, no such assignment, encumbrance, subletting, transfer, lease or other permission for the use or occupancy of all or any part of the Premises shall release Tenant of Tenant's obligation to pay the rent and to perform all other obligations to be performed by Tenant under this Lease. Tenant and each such assignor further agree that Landlord may deal with the tenant in possession without notice to, and without the consent of, Tenant or any such assignor, and any and all extensions of time, modifications, or waivers shall be deemed to be made with the consent of Tenant and any such assignor. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.

19. DEFAULT.

(a) Defaults. If Tenant (i) fails to pay any installment of rent or other charges hereunder when due and such default is not cured within five days after receipt of written notice thereof from Landlord, or (ii) fails to perform any other covenant, term, agreement or condition of this Lease and such default is not cured within 30 days after receipt of written notice thereof from Landlord (unless the default is of a nature that it cannot be cured within 30 days, in which event Tenant must commence the cure within the 30-day period and diligently prosecute same to completion), or (iii) fails to complete improvements by June 30, 2025 Tenant further agrees that in case of any such termination Tenant will indemnify Landlord against all damages which Landlord may incur by reason of such termination including, without limitation, reasonable attorneys' fees.

If Tenant shall default in the observance or performance of any term or covenant of this Lease, or if Tenant shall fail to pay any sum of money, other than rent required to be paid by Tenant hereunder, Landlord may, without waiving or releasing Tenant, remedy such default at the expense of Tenant after notice and expiration of any applicable cure period. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, reasonable attorneys' fees, Tenant shall pay to Landlord as additional rent such sums paid or obligations incurred, with costs and interest at the rate of 12% per year.

(b) Unpaid Sums. Any amounts owing from Tenant to Landlord under this Lease shall bear interest at the annual rate of 12% calculated from the date due until the date of payment.

20. LANDLORD MAY PERFORM. Landlord shall have the right at any time, after ten (10) days written notice to Tenant (or in case of emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), to make any payment or perform any act required of Tenant under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall obligate Landlord to make any payment or perform any act required of the Tenant, and this exercise of the right to so do shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to Landlord by Tenant.

21. ESTOPPEL CERTIFICATE. Within fourteen (14) days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate in form and content reasonably acceptable to Landlord. Within fourteen (14) days after written request from Tenant, Landlord shall execute, acknowledge and deliver to Tenant an estoppel certificate in form and content reasonably acceptable to Tenant.

22. OPTION TO PURCHASE. Landlord acknowledges and agrees that Tenant shall have the Option to Purchase the Premises for the purchase price (the "Purchase Price") of \$100.00 (the "Option"). The option contained herein shall be exercisable by Tenant at any time after January 1, 2033, until the end of the Lease term. The Option shall be deemed exercised if and when Tenant notifies Landlord in writing (the "Exercise Notice") of Tenant's election to exercise the Option. The date, if any, upon which Tenant exercises the Option shall be called the "Exercise Date." The closing on the sale of the Premises to Tenant ("Closing") shall occur on the date set forth in the Exercise Notice, which date shall be no sooner than 30 days but no later than 90 days after the Exercise Date. This option to purchase may only be exercised in conjunction with the option to purchase in the Land Lease executed for the land under the building. Both options to purchase must be exercised at the same time.

23. RIGHT OF FIRST REFUSAL. Tenant shall have a right of first refusal to purchase the Premises, upon the terms and conditions set forth in this Section 18 (the "Right of First Refusal"). If Landlord receives a bona fide offer to purchase the Premises from a third party purchaser (the "Offer") whether or not solicited, prior to accepting such Offer, Landlord shall deliver a complete and accurate copy of the Offer to Tenant, together with a written statement to the effect that Landlord intends to accept the Offer if Tenant does not exercise its rights hereunder (the "Offer Notice"). If Tenant desires to purchase the Premises, it shall be on substantially the terms and conditions set forth in the Offer, except that the price shall be lesser of (i) the Purchase Price stated in Section 17 above; and (ii) the price set forth in the Offer, and Tenant shall notify Seller in writing within thirty (30) days following Tenant's receipt of the Offer Notice. If Tenant fails to exercise its Right of First Refusal pursuant to this Section, the Premises may be sold, transferred or assigned pursuant to the Offer to a bona fide third-party purchaser subject to the terms of this Lease, and Tenant's Right of First Refusal shall remain in full force and effect after such a transfer and binding on the transferee. Notwithstanding the

foregoing, if a transfer pursuant to an Offer presented to Tenant does not close, or if the Offer is later materially amended, then the Tenant's Right of First Refusal shall survive and the Landlord must comply with this Section as to any new or amended Offers. For the purposes of this Section, a material amendment to an Offer shall include, but not be limited to, any adjustment in the purchase price under the Offer or any extension in the time for closing under the Offer by more than thirty (30) days. In the event the Landlord receives an Offer which is not a bona fide, arms-length or unrelated, third party offer, or otherwise transfers the Premises to a related party or pursuant a non-arms-length transaction, then such transfer shall be made subject to this Lease and Tenant's Right of First Refusal shall remain in full force and effect after such a transfer and binding on the transferee. Tenant shall have the right assign its rights to acquire the Premises under this section to an affiliate by providing written notice to Landlord prior to closing.

24. QUIET ENJOYMENT. Landlord covenants that if Tenant shall pay the rent and observe and perform all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

25. INTENTIONALLY OMITTED.

26. ENVIRONMENTAL. Hazardous Substances: Indemnification. Tenant represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable Environmental Laws, including any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations, guidance documents or memoranda and other governmental restrictions.

27. EXPECTATIONS FOR OPERATION. Tenant shall comply with the Expectations for Operation which are attached and incorporated herein as Exhibit B.

28. REPORTING REQUIREMENTS. Tenant shall provide to Landlord written reports which shall, at a minimum, include the following information:

- a. Monthly reports on building improvements until construction completion.
- b. An annual report including the following: number of subtenants, annual revenues, annual maintenance expenses and any other information that may affect the status of the building. Such report shall be due by February 15 of each year.

Additional information may be required pursuant to federal guidelines for American Rescue Plan funding sources.

29. MISCELLANEOUS PROVISIONS.

(a) Successors and Assigns. This Lease shall inure to and be binding upon Landlord and Tenant and their respective successors and assigns.

(b) Waivers. No waiver by Landlord of any provision of this Lease shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not constitute a waiver of any breach by Tenant even if Landlord knows of such breach at the time of acceptance of such rent.

(c) Entire Agreement. This Lease contains all covenants and agreements between Landlord and Tenant relating to the Premises. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect. This Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

(d) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) Binding Effect; Choice of Law. This Lease shall bind the parties, their heirs, personal representatives, successors and assigns. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

(f) Authority. If Tenant executes this Lease as a corporation, limited liability company or partnership, Tenant represents and warrants that Tenant is a duly authorized and existing corporation, limited liability company or partnership, that Tenant has and is qualified to transact business in Wisconsin, that the corporation, limited liability company or partnership has full right, authority and power to enter into this Lease and to perform its obligations under this Lease, that each person signing this Lease on behalf of the corporation, limited liability company or partnership is authorized to do so and that this Lease is binding upon the corporation, limited liability company or partnership in accordance with its terms.

(g) Non-Discrimination. Tenant agrees not to discriminate against any employee, subtenant or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Tenant further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease.

(e) Memorandum. At the request of either party, Landlord and Tenant shall execute, acknowledge, and deliver a Memorandum of Lease, which shall be in recordable form, provide public notice of the principal terms hereof, including but not limited to the Option and Right of First Refusal.

(f) Notices. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by personal service or by mailing by registered or certified mail, postage prepaid, at such address as the parties may from time to time designate to the other in writing.

To Landlord:

Division of Housing Access and Affordability  
210 Martin Luther King Jr. Blvd, Room 421  
Madison, WI 53703

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

To Tenant:

Brenda Konkel  
304 North 3<sup>rd</sup> Street  
Madison, WI 53704

The time of rendition of such notice shall be deemed to be the time when the notice is delivered to or rejected by the recipient.

END OF CONDITIONS

[Signature pages follow.]

In Witness Whereof, the parties hereto have executed this Lease as of the date first set forth above.

LANDLORD:

COUNTY OF DANE

BY \_\_\_\_\_  
Dane County Executive

BY \_\_\_\_\_  
Scott McDonell, Dane County Clerk

[Tenant's Signature Continues on Following Page]

TENANT:

OCCUPY MADISON, INC.

By: Brenda K. Konkel  
Brenda K. Konkel, President



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Structure located on that part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 4, Township 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, more fully described as follows: Commencing at the Northwest corner of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence East 403.9 feet along the North line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  to the Easterly right of way line of South Stoughton Road (U.S.H. 51); thence South  $17^{\circ}51'$  East, along said right of way line, 335.1 feet; thence North  $84^{\circ}40'$  East, 51.2 feet to the point of beginning and on the East right of way line of a 50 feet service road; thence North  $84^{\circ}40'$  East, 266.45 feet to the East line of lands described in Volume 599 of Deeds, Page 3, as Document No. 858742; thence South  $7^{\circ}30'$  East, along said East line, 272.2 feet to the North right of way line of Robertson Road; thence South  $84^{\circ}40'$  West, along said right of way line, 133.6 feet to a point of curve; thence on a curve to the right, convex to the Southwest, having a radius of 100 feet, and a long chord that measures 125.32 feet to a point that is 50 feet Northeast of, measured at right angles to, the East right of way line of South Stoughton Road; thence North  $17^{\circ}51'$  West along the East right of way line of 50 feet service road, 197.5 feet to the point of beginning, EXCEPT that part conveyed in Instrument recorded on November 16, 1992, in Volume 20919 of Records, Page 9, as Document No. 2413792, which address is 201/205 S. Stoughton Rd, Madison, WI 53714.

## **EXHIBIT B**

### **Expectations for Operation of Tiny House Village Common Area**


1. Tenant will maintain additional living facilities which shall contain common areas, showers, laundry, and residential kitchen. Tenant will be responsible for installation, maintenance and keeping in good repair the following:
  - a. Bathroom facilities which shall contain a minimum of 2 shower rooms (4 showers each) for a total of 8 showers, and a minimum of 2 restrooms that shall include 4 toilets/urinals and 2-4 sinks.
  - b. A full residential kitchen which shall include a refrigerator, freezer, microwave, sink, stove/oven, and dishwasher.
  - c. Porta-potties are only allowed during project construction and must be removed as permanent facilities are completed.
2. During construction, Tenant shall install and maintain a temporary kitchen which shall include a refrigerator, freezer, microwave, hotplates, and kitchen sink.
3. Tenant will ensure residents have access to an emergency phone at all times. Tenant will install, maintain and keep in good repair such phone. Tenant will ensure the emergency phone has service at all times.
4. Tenant shall timely provide to Landlord a copy of any agreements and/or management/services plan it must establish as result of conditional use permitting or other zoning requirements.
5. If requested by Landlord, Tenant shall meet with Landlord about any ongoing issues and shall submit a corrective action plan if requested by Landlord.




## Explaining some legislation: the South Stoughton Road Plan and tiny house villages

*posted February 11, 2023 - 6:31pm*

This is an item from my weekly update that got too long to include in the update. I suspect most people don't want to read this, but some people will want the details. My apologies for two emails in one day.

At the Common Council meeting last week, I introduced a [piece of legislation](#)  that is related to a possible "Tiny House Village" on the South Stoughton Road frontage road. From reading it you would probably never realize what it does, so I wanted to explain it here in more detail.


Upfront, I want to be very clear: this legislation does NOT grant any approvals to a possible Tiny House Village. There has not been a proposal submitted and we have not started any approval processes or neighborhood discussions. This is a procedural item to help make future discussions and debates less confusing and easier to follow. It is not a debate on the merits of a possible tiny house village, that would happen later and only when we have all relevant information. You can mostly ignore this item but I don't want anyone to think that we're "pulling a fast one."

The item is titled "[Amending the Stoughton Road Revitalization Project Plan to add a note to the "Proposed Land Use Classifications" Map to allow consideration of a specific land use proposal](#) .


It literally only adds a 5th footnote on a page to a [104-page plan from 2008 for the Stoughton Road corridor](#) PDF. The footnote basically just says (paraphrased) "there may be some non-industrial uses permitted in a small area that is otherwise industrial, but it would have to be a detailed proposal and go through the full approval process"

## Background on Plans and Zoning

To explain why this matters I need to talk a little bit about zoning and planning, and how they're different. This is all the 50,000-foot view of things and by necessity I will be simplifying in (quite a few) ways.

Zoning is the legal definition of how a parcel of land can be used and what form buildings on that parcel can take. This is things like "you can have a bakery here" or "you can have a drycleaner here", or "you can have a building up to 4 stories here". Madison has [about 50 different types of "zoning districts"](#)  defined that set up all the rules for what is permitted in that district, and most of the land in Madison is classified by one of these existing types of zoning districts. Occasionally, however, there are places or projects where none of the existing zoning districts have quite the right rules. In these cases, one option is to create a "Planned Development" district, which basically means for a specific area, the City can create a unique-to-that-area zoning district.

It's possible to change a location's zoning - a "rezoning" - but the rezoning has to be consistent with the City's plans.

[The City's plans](#) are higher-level documents that lay out the future of an area, including ["future land use maps"](#) . These are not quite zoning maps - the map in a plan might say in the future an area will switch from being agricultural to "low density residential". However, there are like 10 different zoning districts that could be used for "low density residential" and the plans never say which one should be used, that's all sorted out later.

The key thing to know is that any rezoning is required to be consistent with the City's plans, which for this area would include the South Stoughton Road plan. The land that folks want to put a Tiny House Village on is not zoned for a tiny house village, and so that land would have to be rezoned. However, any zoning that permitted a tiny house village would probably not be consistent with the South Stoughton Road plan, so the plan would also have to change.

Changing the plan while also changing the zoning is not unheard of in Madison and it's possible to do. However, it's more involved and it takes more time from staff, from commissioners, from neighbors, and from pretty much everyone. Changing the plan and the zoning at the same time gets

into multiple moving parts that have to be timed right and it's procedurally more of a hassle. You run the risk of conflating multiple issues during debates.

Furthermore, I really do not want to make changes to the South Stoughton Road Plan right now, because in 2024 we'll be redoing the entire plan when we create the "[Southeast Area Plan](#)" in the new planning process, which will be a whole-of-city-government project. City staff is already busy with the Northeast Area Plan and the West Area plan and any SSR plan changes right now are a distraction from that work. But, if there is a submission for land use approval and rezoning for a tiny house village on South Stoughton Road in 2023 (and I think there will be), there will have to be a plan change.


## Back to the legislation

To avoid having a debate over both the plan and the zoning, what City staff and I came up with was a way to avoid making a substantive change to the plan while also setting out a very narrow procedure to discuss tiny house villages. This way, we don't have to consider possible changes to the 'future land use map', all of that stays as-is and any business in the area sees no change. I really want to avoid any unintended consequences like might happen if we start to change the future land use map and put different classifications for some areas but the tiny house village is never actually built.

The way the footnote is written should avoid all of these issues. It takes a debate about possible bigger plan changes off the table, leaves everything as they are, while still setting up a process for consideration of a tiny house village and basically only that.

When we have a debate about tiny houses, the debate will be better because it will only be part of a full land use proposal, which are very detailed documents. From our early discussions with Occupy Madison, the group who would be behind the tiny house village, it sounds like what they will need to do is propose a "Planned Development" zoning, which requires an extensive set of information and multiple approval steps and multiple public hearings and plenty of opportunity for feedback and discussion.

# Where are we now

[Occupy Madison has closed on the property](#)  and owns the land on S Stoughton Road. They may already be using it to build tiny houses, because that is permitted under the current zoning, but no one is allowed to live there.

The change I've proposed will be at the Plan Commission this week and then at the Common Council at the end of the month. I expect that it will pass.

I do not know when Occupy Madison will submit their formal proposal for a Tiny House village on S Stoughton Road. For all I know they could do that on Monday or they might not submit for several months, so I don't know if anything will happen with it during my remaining time as alder.

I know that this is something that some folks in the neighborhood will feel strongly about, and we'll have folks on both sides. My goal has been to make sure that when we have a discussion on tiny house villages as a neighborhood and as a City, we do it with the best information possible and are able to have a civil discussion on the issues at hand. I think that's best done by ensuring the discussion about tiny house villages is not about amending the plan and is only about their land use application. I have no control over when that land use discussion will happen and so I don't know if I will be a part of it or if it will be my successor. My hope is that I am setting things up now to help make that the best possible discussion.

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**Alder Derek Field**

District 3

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## Categories

[General Update](#) (8)



**From:** [Liz Darby](#)  
**To:** [All Alders](#)  
**Cc:** [Field, Derek](#)  
**Subject:** 201-205 S Stoughton Road  
**Date:** Tuesday, June 18, 2024 4:07:08 PM  
**Attachments:** [image001.png](#)  
[Opposition Signatures.pdf](#)

Some people who received this message don't often get email from [liz@fabick.com](mailto:liz@fabick.com). [Learn why this is important](#)

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Please see the attached signatures in opposition to the development located at 205 S Stoughton Road on the common council agenda this evening. I will bring paper copies to the meeting tonight as well.

Thank you,  
Liz

Elizabeth F. Darby  
*General Counsel*



4118 Robertson Road  
Madison, WI 53714  
Office: 608-242-1100  
Direct: 608-395-2581  
Email: [liz@fabick.com](mailto:liz@fabick.com)

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[www.FABICK.com](http://www.FABICK.com)

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# OPPOSITION SIGNATURES

PROJECT: 201-205 S Stoughton Road Rezoning

HEARING DATE: June 18, 2024

I oppose changing the zoning of the property located at 201-205 S Stoughton Rd from IL to THV on the grounds of public safety.

NAME (Please Print)	ORGANIZATION (Please Print)	STREET ADDRESS, CITY, STATE, ZIP (Please Print)	SIGNATURE
Christine Robbins	Elvehjem neighborhood	1606 Angel Crest Way, Mon 53716	Christine Robbins
MARY MAYVILLE	EAST MORELAND	306 DEMPSEY RD MADISON 53714	Mary Mayville
JEMINE SCHMITT	EAST MORELAND	306 DEMPSEY RD MADISON 53714	Jemine Schmitt
Jeremy Auer	East Moreland	101 Silver Rd Madison, 53719	Jeremy Auer
Jason Lynch	Monona	622 Fernside Dr Monona 53716	Jason Lynch
Stacy Zick	East Moreland	3926 Calvert Road	Stacy Zick
Colleen Cotter	Eastmoreland	3918 CALVERT RD MADISON 53714	Colleen Cotter

# OPPOSITION SIGNATURES

PROJECT:

201-205 S Stoughton Road Rezoning

HEARING DATE:

June 18, 2024

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NAME (Please Print)	ORGANIZATION (Please Print)	STREET ADDRESS, CITY, STATE, ZIP (Please Print)	SIGNATURE
NICK COTTEN	EASTMORLAND NEIGHBORHOOD	3910 CALVERT RD MADISON, WI 53714	Nick Cotten
Kathy Anderson	Eastmorland Neighborhood	114 Lynnhaven Rd Mdn WI 53714	Kathy Anderson
Rose Bongiovanni	EASTMORLAND NEIGH	118 LYNHAVEN RD 53714	Rose Bongio
Phil Inguell	AMERICAN LEGION Heritage Heights	5002 Sudbury way 53714	Phil Inguell
MORRIS SADIARIO		5101 Retana Dr. Men 53714	M. Sadiario
Claire Kirby	Ridgewood Trails	1614 N. Thompson Dr. #404 53704	Claire Kirby
DAVID SACHS	EASTMORLAND	113 DEMPSEY RD 53714	David Sachs
Susan Felton	EASTMORLAND	111 Dempsey RD 53714	Susan Felton
Paul Felton	Eastmorland	111 Dempsey Rd 53714	Paul Felton
Mike Wer	East Morland	3906 Calvert Rd	Mike Wer



**From:** [Shirley Drouin](#)  
**To:** [All Alders](#)  
**Subject:** Stoughton Road Tiny houses vs Conestoga Huts and Occupy Madison  
**Date:** Monday, June 17, 2024 10:52:53 PM

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Sabrina, I've lived in Madison since 1965, on the north in '66 and the east side since '71, and I've been around the block and have been seen the ups and downs in this city. Presently, there **leaves a lot to be desired.**

What has transpired at 201–205 S. Stoughton Road, other than dirt being cheap on the EAST side, is that there is now another village of "Conestoga Huts", **in the works, when to this day there remains "huts" at the Aberg site. Occupy Madison back in 2020, along with \$200,000 from the County planned on replacing the Aberg huts for larger, sturdier wood frame houses.** Again, here we are today, setting up another site asking the taxpayers (City and County) to fess up more money, when there are no framed houses at the Aberg site.

If Occupy Madison provides financial statements/reports, please direct me as to where I can access it. Then, there are crime/shootings etc going on in this area and now we are being asked(?) to support another one of Occupy Madison's projects.

Questions and Concerns that I would like to see addressed **realistically, in sensible, matter-of-fact, no-nonsense, plain-spoken, practical, realistic, in lay term language:**

1. Does Occupy Madison require tenants to have a job or offer assistance to GET a job?
2. Are there outreach workers at OM to connect people with programs for stable permanent housing? Are there such programs?
3. What programs are offered?
4. **What is being done about drug use?**
5. Public health, safety and welfare? (drug use)
6. Conservation of property values?
7. Current use of surrounding property?
8. Comprehensive plan for that area?

Thank you, Shirley

ps: Oh wait, then there is the \$27 million dollar deficit.....

**From:** [MICHAEL F](#)  
**To:** [All Alders](#); [Field, Derek](#)  
**Subject:** Comments for the Common Council Meeting Agenda Item #14 (File #83478) South Stoughton Road Rezone  
**Date:** Monday, June 17, 2024 11:14:05 AM

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Some people who received this message don't often get email from [fabsixllc@gmail.com](mailto:fabsixllc@gmail.com). [Learn why this is important](#)

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I would like to submit my oral comments from the Plan Commission public hearing to the Common Council in advance of the June 18th public hearing on the 205 South Stoughton Road development. Additionally, I would like to point the Council to the letter submitted by Fabsix, LLC's attorney, Rick Manthe, on May 30, 2024.

My comments from the June 10, 2024 Plan Commission public hearing:

My name is Michael Fabick, and I am the manager for Fabsix, LLC the owner of 4110 and 4118 Robertson Road, properties located directly next to the Occupy Madison Stoughton Road property. Thank you for giving me the opportunity to speak tonight.

I would like to start by noting that the public notice provided at the 205 S Stoughton Road location was only posted on the afternoon of May 30th after both Fabsix and its tenant informed the City that the notice was missing. May 30th only provided 11 days' notice for this hearing as opposed to the mandatory 21-day notice. Additionally, postcards we received in the mail were postmarked May 28th, providing only 13 days' notice of this meeting.

This follows the lack of notice regarding this project from day 1. The initial community meeting postcards came out with a week's notice to attend. The original site plan submitted in early April, didn't even follow the Tiny House Village zoning code. The second site plan wasn't submitted until one month later. And that site plan does not comply with Occupy Madison's requirements from Dane County, so the community has had no opportunity to review what is actually going to go on this property. Dane County is using \$1.5 million dollars of taxpayer money for this project, and taxpayers have a right to know how that money is being spent.

I know the City says a site plan at this point is not required, but my understanding is that under the terms of the Comprehensive Plan a detailed land use proposal is required. With a change this big, the community has a right to know and discuss the plans. The attitude of Occupy Madison and the City to just push this through, when there are significant public safety concerns, is alarming.

I also think there needs to be some accountability for Occupy Madison's Aberg village before the City thinks about a third village. Wouldn't it be better for Occupy Madison to complete its Aberg village before seeking to establish another one? I'm sure the community near Aberg would appreciate it since they were originally promised that the tiny homes for that village would be completed by 2023. Currently there are only Conestoga huts at the Aberg village.

Fabsix also had its attorney review the plan and had him submit written comments to the Plan Commission outlining significant legal shortcomings with the plan, including Occupy Madison's desire to use the property in ways that exceed the limits of incidental use under the

zoning code. I hope that you have had a chance to review our attorney's letter and are taking the significant shortcomings of this application under serious consideration.

I respectfully ask that if you do not outright deny this application, that you require Occupy Madison to resubmit a plan that is legally compliant and then require Occupy Madison to cast a much wider net when putting the community on notice about this development.

Thank you for your time.

Michael Fabick  
Manager of Fabsix, LLC (property owner for 4110 and 4118 Robertson Road)

**From:** [Nick Goikovich](#)  
**To:** [All Alders](#)  
**Subject:** 205 S Stoughton Rd Madison 53714  
**Date:** Tuesday, June 18, 2024 9:37:55 AM

Some people who received this message don't often get email from nick@goik.build. [Learn why this is important](#)

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Members of Common council I am writing on June 17 2024 in regards to the proposed project taking place at 205 S Stoughton Rd Madison 53714.

It has come to out attention that Occupy Madison is seeking a zoning map amendment from Industrial Limited to a Tiny House Village District for the property located at 205 S Stoughton Road. With hearing this bring much concern to me and my tenants on Argosy Ct and Tasman St for safety and well being of the Industrial park as a whole. As the owner property at 4230 Argosy Ct, I can say we have had way to many interactions with the police in just the two short years I have owned the property. To name a few a

<!--[if !supportLists]--> <!--[endif]-->Two gentlemen decided to come onto property in the middle of the night and steal copper from our ac condensers about \$60,00 in damage we did catch then and they admitted to the crime and yet all charges were dropped.

<!--[if !supportLists]--> <!--[endif]-->Countless times homeless people sleeping in a camper or around a deck that was on the property, called city many of times with all that can be done is they have to move a block. The camper group to this day continues to move around the park dumping trash stealing scrap metal we save and also using the bathroom on our property or in containers and then tossing on to our property.

<!--[if !supportLists]--> <!--[endif]-->Police chase resulting with suspect crashing into my building and again to charges or damages paid for.

<!--[if !supportLists]--> <!--[endif]-->Gentlemen in a car parked in the back corner of our parking lot in the middle of the night leaves car running while he is with an escort and car run out of gas asking my tenants in the very early hours of the morning for gas, again police let him get gas and leave.

<!--[if !supportLists]--> <!--[endif]-->Two gentlemen trying to break in to building very early in the morning not sure for what but we happened to of been in the back and heard it happening and able to stop them.

<!--[if !supportLists]--> <!--[endif]-->Countless times either people on bikes or in cars usually with no tags driving threw property or just feel as there is an empty lot and parking lot they can just hangout and do as they please.

We have a gym and a dance studio with many young women that have already voiced their concerns over the past incidents that have happened and the possible safety with this new property being opened, and the potential group of people it could bring to the area, through the grape vine my understanding this will be an unsupervised facility with the neighbors having to confront/deal with any issues that may occur. We are not saying that this group of people will be a problem or is bad for the neighborhood and want to help people in need but feel this location is just not well suited for this use. We hope that our concerns are for safety and neighborhood well being is heard and addressed.



Thank you  
Nick Goikovich  
531 Tasman st

**From:** [Andy Heidt](#)  
**To:** [Mayor](#); [All Alders](#)  
**Subject:** Affordable Housing Opportunities Voit and Tiny Homes  
**Date:** Sunday, June 16, 2024 8:22:46 AM

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Dear Mayor and Common Council,

I am writing to express my support for the Tiny Village off Stoughton Road and the Voit Property.

The Tiny Homes work of Occupy Madison has provided housing for some of Madison's most challenging to house people successfully. Please continue to support this initiative's growth and impact.

As far as the Voit Property, I unsuccessfully requested the Mayor and previous Alder lead a city purchase of this property to facilitate a major affordable and environmental design for an emerging eastside neighborhood. Despite this failure, this project can combine elements of affordability and environmental harmony to create a thriving community within the eastside. I do believe the Chicago Avenue entrance should be bike and pedestrian only and will better serve the long-term environmental dynamic of this project. The Madison Area Community Land Trust, of which I am a board member. plans to develop permanently affordable owner-occupied condos will add a crucial element to the mix proposed for the site.

We need more affordable housing at deep levels with appropriate design and supports to make communities thrive. These two projects are small steps in that direction. Your support is appreciated.

Sincerely,

Andy Heidt  
3128 St Paul Ave  
Madison, WI 53714

**From:** [mr\\_edly@netzero.net](mailto:mr_edly@netzero.net) on behalf of [Ed](#)  
**To:** [All Alders](#)  
**Subject:** tiny home village off Stoughton Rd  
**Date:** Tuesday, June 18, 2024 1:01:32 PM

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You don't often get email from [mr\\_edly@netzero.com](mailto:mr_edly@netzero.com). [Learn why this is important](#)

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Alders,

I'm opposed to low-income housing solutions that aren't integrated with conventional housing, like the tiny home village off Stoughton Rd.

You're being pressured to put this garbage solution somewhere, Alderman Fields apparently lacks adequate vested interest in the property value and safety of his constituents, and knows that Madison East-side residents have less money and influence than West-side residents to leverage "not in my neighborhood" opinions.

The continuing crapshow of crime on the developments off Milwaukee St east of the interstate demonstrates astute failure in your development of safe housing, and in your support of equipping your local police to be successful.

If you can't make affordable housing safe enough for your mother to live within, then you shouldn't be making affordable housing.

Ed Hixon  
4902 Violet Lane, 53714

**From:** [ianjjamison@gmail.com](mailto:ianjjamison@gmail.com)  
**To:** [All Alders](#)  
**Cc:** [Rummel, Marsha](#); [cailey.jamison@gmail.com](mailto:cailey.jamison@gmail.com)  
**Subject:** Support Old Sauk Rd & Tiny Homes  
**Date:** Monday, June 17, 2024 9:14:37 AM

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Hi,

We're writing to share our strong support for Agenda items #13 and #14.

On Tiny Homes – we live about four blocks away from the existing Occupy community on 3<sup>rd</sup> Street. We have had absolutely no bad experiences with them. On the contrary, they've been a valuable part of our community – including with their great annual plant sale. I ask you to set aside the overwrought, exclusionary fearmongering and support this much-needed housing option for some of our most vulnerable neighbors.

We also strongly support the Old Sauk Road proposal. It is exactly the kind of effort the City needs – led by a local developer with a strong reputation, an incremental infill of only 3 stories, and a transit-friendly project on an arterial. Please remember that the voices you hear opposing this are not representative. They are the loudest, Whitest, richest subset of folks who believe their access and resources earn them an extra voice in this process. You *won't* be hearing from the 138 families who will live in this building in the future and be able to enjoy the West side.

Voting down this proposal will send a terrible message – that no matter how much a project plays by the rules, or what the City plans say, a group of people rich enough to buy their own engineer get the final say. If these folks are successful in stopping a tasteful, three-story “monstrosity”, it will just embolden them to throw more sand into the gears of the City's public objectives.

**Ian & Cailey Jamison**  
District 6

**From:** [william larsen](#)  
**To:** [All Alders](#)  
**Subject:** Rezoning 205 South Stoughton Rd  
**Date:** Monday, June 17, 2024 11:33:20 AM

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Common Council Members: As a nearby neighbor I have been following the rezoning request. I welcome the idea and urge you to pass the proposal. It means a lot to the community and the people that would be helped. Please approve the project. Thank you, William Larsen 109 Belmont Rd. Madison. 608 242 5663. [kc9awa@sbcglobal.net](mailto:kc9awa@sbcglobal.net)

**From:** [actbiker@charter.net](mailto:actbiker@charter.net)  
**To:** [All Alders](#)  
**Subject:** 205 S Stoughton Rd rezoning  
**Date:** Wednesday, June 12, 2024 9:25:55 AM

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Alders,

I strongly support the rezoning proposal for 205 S Stoughton Rd submitted by Occupy Madison. Their Tiny Villages serve a unique population within Madison's unhoused community. Their history of having good internal relations between tenants and having a common purpose provides incentive to work together for the common good. I would hope that the city will support the new residents by adding sidewalk and lighting so the Portland Parkway pedestrian/bike overpass is more accessible for trips to get groceries or to walk to Pinney Library (like I do). I do ride my bike along Atlas so I am familiar with the mix of businesses, and I think the tiny house building effort will fit in well until the "conestoga wagons" from their other site start to be moved to the S. Stoughton property.

Sincerely,

Jeanne Marshall (she, her, hers), 4522 Hamlet Pl, Madison, WI

**From:** [Field, Derek](#)  
**To:** [Matthias, Isaac L](#)  
**Subject:** Fw: Speaking (or share a written story) at plan commission tomorrow?  
**Date:** Monday, June 17, 2024 9:32:55 AM

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Hi Isaac, I'm forwarding resident testimonials that OM tried to forward to the allalders address, but that I didn't see come through. Can you have those added to the Legistar item (along with the other letters we've gotten about this item)? Thanks,

Derek

Derek Field  
District 3 Alder - he/him  
district3@cityofmadison.com  
Sign up for updates from the District 3 blog:  
<http://www.cityofmadison.com/Council/district3/blog/>

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**From:** Gene Cox <decox.2013@gmail.com>  
**Date:** June 16, 2024 at 13:13:27 CDT  
**To:** allalders@cityofmadison.com  
**Cc:** Occupy Madison Board <omincboard@googlegroups.com>  
**Subject:** Fwd: Speaking (or share a written story) at plan commission tomorrow?  
**Reply-To:** omincboard@googlegroups.com

Hi Derek,

Here are the statements from Residents at Occupy Madison Villages.

----- Forwarded message -----

From: **Brenda Konkol** <[brendakonkel@gmail.com](mailto:brendakonkel@gmail.com)>

Here are the statements from the residents that were submitted - thank you so much to all!!!

**John** - In January 2020 I had been struggling and battling an extensive drug problem I had for year, I ended up having a couple of overdoses. After the second one I had put myself through a treatment program because I realized how stupid I was. I was staying at shelters and at a tent for about a year and I was using the Beacon downtown for food and a place to stay during the day. I got to know Jasper at the Beacon and he mentioned Occupy Madison. He told me to attend a meeting and he said it was pretty crucial because after December they wouldn't be

taking any more people. I went to 1901 Aberg at Wiggies and I talked with Brenda who was the president of Occupy Madison and asked her what I needed to do. She explained it to me. That I needed to put in sweat equity. She had a job for me instantaneously, doing work tearing out the floor in the kitchen because they were putting in a new one. That gave me a couple weeks of work there and I after I put in the hours I needed then I received my conestoga hut. Pretty much from that point I had a foundation and I thought this was a dream come true for me. I can tell you that I have done nothing but progressed in my life since I have been here. I have relocated from [1901 Aberg Ave](#) to 304 N Third Street and after I got voted in and that was even more of a dream come true. All I can say is that I work in the wood shop there quite often and am totally free of my drug addiction. I've met people who support the organization and there are really good people here who work their butt off and I appreciate them very much.

**Kim** - Hello, my name is Kim and I am a member of Occupy Madison. I am for the village over at Stoughton Road. I have lived experience of how this has helped me and still continues to help me. It afforded me the opportunity to go from being homeless, living in my truck to being able to get back and find my value and my worth in the community. I'm an urban farmer who grows not only food for myself, but food for my community. It provided me the opportunity to start a business of my own, it allowed me to be able to impact, positively, my community as well as my family. Because of Occupy Madison and their support, as a re-entering person, and because of a very traumatic situation that happened in my family (there was a major car accident with their father), I was able not only to have housing for myself, from living on the street in my truck, but was able to relinquish my housing (conestoga hut) to someone else in need and reconnect with my children. I was also able to grow food not only for community and lead that, but it gave me that sense of what it looks like to turn my life around and be someone who is an influence in my community, but also in my family. That you are not the worst thing that people think of you. You can be a better version of yourself and they gave me an opportunity to be able to do that. And I have seen people who have been able to come out to the farm and reconnect and heal, be able to find value and worth, be able to work together as a part of a team and me being able to be one of those leads. And how I could be able to help to give somebody that sense of value and worth that "I can do this too" and to be able to go to a safe place to heal and I would like to see that vision continue with the third



village. Because one of the things we would like to see happen is for people to have healthy food, so they can have healthy minds, so they can have healthy bodies and be able to reconnect with their community and their family and to build healthier relationships. It gave me the ability to do that, and I believe it will also continue to do that for others.

One other thing, I see that my children look at me differently, they look at me and see that if they were to make mistakes, they see how you can bounce back from that. They see how you practice social justice, how you practice sociocracy. These were things that I learned at the village. These are things that not only impacted my life, but the next generation of children and now my grandchildren. They are being able to use those same skills that I've learned and have utilized in the community and now we use it in our family. And I think that it will turn, not only my life around, but it will turn other people's lives around and I want to see that happen and be a part of that happening for many other individuals in our community.

**Keith** - My name is Kieth and I think I kinda got lucky, connecting with Occupy Madison. I was staying in the hotel and paying almost \$500 a week. I did that for about a year and a half and my funds started getting low and I knew I wasn't going to be able to continue to do that for me and my brother. I asked him one day, I ain't never stayed in the shelter before, lets go see what that is like. He asked me if I was serious and I said yeah. If we don't like it we can always go back to the hotel, but we got hooked up with the shelter and one day I walked to Safe Haven and there was a note on the door about Occupy Madison and sweat equity hours.

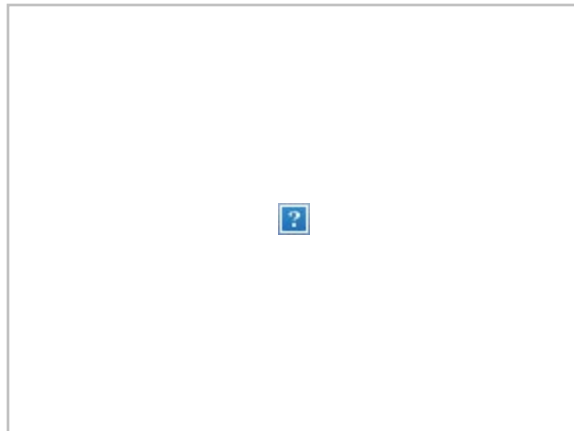
One time we stopped by and Kacy (another resident) was outside the gate sweeping up something and I said to my brother Keith, man, those people don't want to talk to you. They will look at us and say we exude trouble. But you took the time to sit down and have a conversation with us and meet us and realize that "trouble" ain't what we want.

So, I didn't know what a sweat equity hour was, but I like to suck up knowledge so I came to find out. I sat down at a meeting at [1901 Aberg Ave.](#) and listened to people talk and get their point of view across, but what really grabbed my attention was a large drawing of the future plans for the village and I seen myself in it. I thought this is something I can do in my later life, my kids are grown, my grandkids are almost grown and I'm unattached. So what did I have to lose except for a couple of

days. We started coming on Saturday and Sunday 4 hours a day.

Something happened and I got frustrated and wanted to give up, but my brother Kevin told me to give it one more shot. That was the week that Tim, one of the key volunteers told everybody that he was going on vacation and wouldn't be here to lead one of the work days. I told him that I knew what needed to be done. Tim and I looked at the plans and I told him I could help with construction with my eyes closed. I was late coming in, but Brenda was there and when I came in we set 3 or 4 huts into their location that day. Butch (another resident) asked how was I doing this - you haven't looked at a piece of paper yet, I told him that the piece of paper is in my head and we went forward from there. I'm hoping we get the village completed so we can get Stoughton Road done too.

I came from the City of Chicago, in the projects, I never had a piece of grass that I can call my own and after we got through with the east side of the building and I planted that grass and it grew and it looked good. I looked at it and thought man, this is my grass, I did this work and I feel real good about that. If you all can look and see what I see, it would be a good thing.



It was time for me to produce something that I can proudly put my name on. Later on in the years when the roll is called, I can say, this part of this place was done by Mr. Keith Moore.

ADDITIONAL NOTE: During a recent fundraiser we posted a whole bunch of pictures of people working in the villages, doing the work Keith described. After the fundraiser we left the pictures on the wall and Keith and his brother Kevin went out and bought frames and

framed the photos and hung them in the hallway. Those pictures are still hanging there today as they represent what we can do when we all work together.

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**From:** [Josh Olson](#)  
**To:** [All Alders](#)  
**Subject:** Neighbors for more Neighbors - Supporting more housing in Madison at Common Council  
**Date:** Sunday, June 16, 2024 7:56:36 PM  
**Attachments:** [image\\_1](#)

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Hi Alders,

My name is Josh, I live on the Southwest side in District 20. I've been following Madison housing issues since 2019 and I've recently attended many West Area plan meetings.

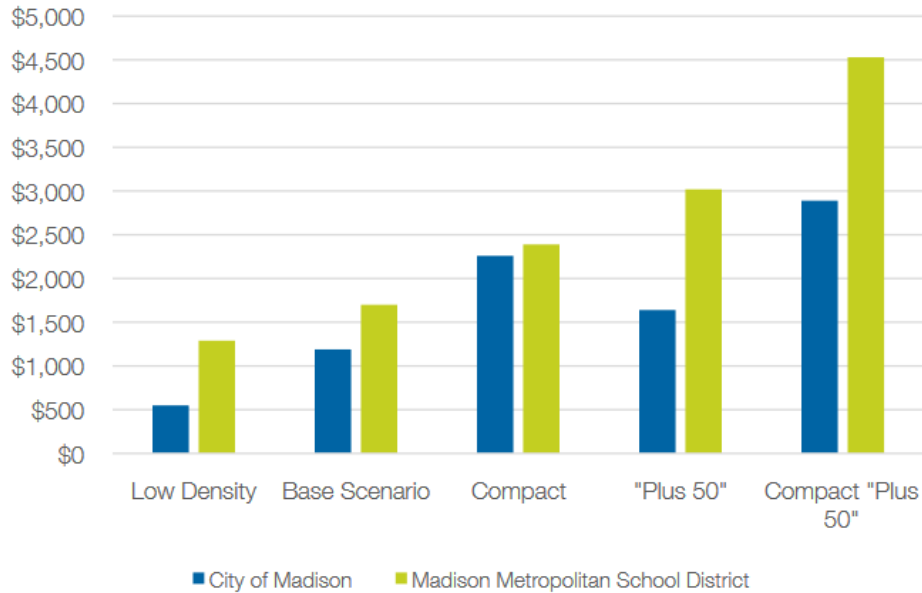
I'm writing to you in support of the pro-housing agenda items for this week's Common Council meeting. We need housing units of all types in Madison and you have the ability this week to make a big dent in our shortage. The following items are particularly important to me:

[Agenda #8 \(78911\) - Voit Farms](#)

- We don't have much space left to build in Madison, so it's important to build sustainable and prosperous home types in the greenfill we do have
- The current Voit farms proposal does a good job of balancing density and desired housing types, making a community where it's easier and safer to walk and bike while not burdening us with costly debt down the road
- I think it's great that we are using [Smart Growth America's lessons](#) from 2015 in Madison in making communities that don't burden the City with additional debt. Low density areas generate the least amount of property taxes and they cost considerable amounts in maintenance after the first depreciation cycle. This plot from Smart Growth America's analysis showing additional density providing the greatest revenue should make us think from a fiscal perspective about our structural deficit, our current need to rely on property taxes to get most of our revenue, and the kinds of housing we should be incentivizing (and this does not even consider the benefits of community, less VMT, and more opportunity for businesses with density)

FIGURE 1

### Estimated annual net fiscal impact per acre



#### [Agenda Item #9 \(82903\) - Essen Haus Redevelopment](#)

- Thank you Alder Rummel for being on board with this redevelopment. I'm glad the City, owners, developers, and neighbors were able to come to a compromise and find something amenable for everyone

- I want to highlight that there were [plans to redevelop this going back to at least 2019](#). It's fantastic that a plan has support now, but what are we showing people in Madison **if it takes 5 years to get approval** to start redeveloping? How many businesses or housing projects are we discouraging from coming to the table because of the risk a project might never break ground?

- How does this long permitting process affect our non-profit or small developers? What can Common Council do to try and shorten these delays? Can we make the rules clearer? Can we try to actively determine landmarks, historic districts, design elements, infrastructure requirements before redevelopment is proposed? How do we reform subjective veto points to be objective checkpoints?

- Cities of our size are not designed to stay in amber. If we continue to look backward and only cherish what has happened before us, we restrict and limit the potentially beautiful, inspiring, and cherished city of the future. There are tradeoffs everywhere and nostalgia is a really powerful emotion, but so is quality of life. Every decision we make, whether it's to redevelop or not redevelop, should be considering Madisonian's quality of life and if we are building towards a more prosperous and resilient city

#### [Agenda Item # 12 \(83476\) - Whitney Way Rezoning](#)

- This area of Madison has access to many jobs, amenities, and BRT. Building up more in these areas is smart development, especially if there are developers who are ready to build

- We should also consider other areas that are of a similar profile and if those areas should be proactively rezoned in a way that attracts projects that couldn't work under existing restrictions

### [Agenda Item # 13 \(83477\) - Old Sauk Road Development](#)

- This item is the heart and soul of housing in Madison and how you respond will establish precedent for either continuing to make our City prosperous and resilient by building more homes OR letting the City become unaffordable as anti-housing, established Madisonians who are not impacted by housing shortages get to call the shots.

Here's the context and the stakes:

1. In an area that the City designated to be Low-Medium residential
2. With a development plan that meets City standards for the zoned area
3. For a development team that has been amenable to public comment, including reducing the number of units, which increases the rent for future tenants
4. And an owner that is likely using the sale of this land as their retirement nest egg, for which we would never ask a single family home owner (with similar retirement plans) to sell their property for less than what it's worth for misguided, subjective, and personal ideals like *the benefit of the neighborhood*

Will Common Council either:

1. Pass the development as it meets city code, showing that it is possible to build incremental housing/"Missing Middle"-like homes *within the Beltline*, saving the City money in the long run on maintenance, while incentivizing developers to find more opportunities within Madison to help families, seniors, young professionals, and all Madisonians find affordable housing

OR

2. Give in to neighbors who are set on maintaining the City in amber, forcing higher property taxes on everyone, reducing City services for everyone, and providing a blueprint for other neighborhoods to [demonize renters and bully their way](#) into no additional housing in **their** backyards, only **other places** in the City, putting us on a wheel of non-existent improvement because everyone gets a veto, resulting in us becoming as unaffordable as San Francisco.

I think in general the City would be in a better spot if it allowed more permitted "missing middle" homes by right rather than conditionally. **When 2/3 of residential land is restricted to only single family detached homes**, it can make new development areas feel like they are getting picked on when they get selected. "Why us? Why not some other area of the City?" These are fair questions in the sense that everyone in Madison is responsible for making this City a better place, so no one should get special treatment. We shouldn't respond to selectivity with "No", we should respond to selectivity with "yes, and other areas are up next".

If we say no to this development, we are maintaining the track we are already on to become San Francisco, San Jose, New York, Boston, or any other desirable city that hasn't built housing. We should be trying something different and not repeating the same disastrous decisions they've made decades ahead of us. We should approve this project and many others like it in the future.

### [Agenda Item # 14 \(83478\) - Tiny House Village](#)

- We should try housing of different types and see what works for people. The City should have goals related to these developments and determining if they are meeting those goals

X amount of time after construction is complete

Thank you for reading. If you want to learn more about incremental housing, what you can be doing as an Alder, and how important it is to make our City more prosperous and resilient you can find info at [Strong Towns - Incremental Housing](#). I'm a part of the local conversation in Madison ([Strong Towns Madison](#)), where as a group of Madisonians we are looking to make our City better. Supporting housing so we can have more neighbors is one of our core goals, so be on the lookout for neighbors for more neighbors!

Josh Olson

**From:** [RMNA Madison](#)  
**To:** [All Alders](#)  
**Subject:** June 18th meeting- Agenda Item: 83478  
**Date:** Sunday, June 16, 2024 4:29:58 PM

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Dear Common Counsel,

On behalf of the Rolling Meadows Neighborhood Association (RMNA), we are writing to express our support for the proposed zoning change at 205 South Stoughton Rd., Madison, WI 53714, for the establishment of a Tiny Home Village by Occupy Madison.

As a neighborhood association, we understand the importance of community development projects that aim to address homelessness and provide sustainable housing solutions for marginalized individuals. The Tiny Home Village proposed by Occupy Madison aligns with our values of compassion, inclusivity, and community support.

We acknowledge that this initiative may raise questions and concerns among some residents of our neighborhood. However, we want to emphasize that the support expressed in this letter comes from the RMNA board and may not necessarily reflect the views of all residents in our community. We encourage open dialogue and constructive engagement to address any apprehensions and ensure that all voices are heard in the decision-making process.

Furthermore, we appreciate the efforts made by Occupy Madison to engage with our community through two Q&A events hosted in collaboration with RMNA this year. These events provided valuable opportunities for residents to learn more about the proposed Tiny Home Village, ask questions, and express their concerns directly to the organizers. We believe that transparent communication and community involvement are essential for fostering understanding and building consensus around such initiatives.

In conclusion, we believe that the establishment of a Tiny Home Village at 205 South Stoughton Rd. has the potential to positively impact our neighborhood by offering a safe and supportive environment for individuals experiencing homelessness. We hope that the zoning change will be approved, and we remain committed to working collaboratively with all stakeholders to ensure the success of this project.

Thank you for considering our input.

Kind Regards,

Mark Sannito

President

Rolling Meadows Neighborhood Association

[Disclaimer: The views expressed in this letter represent those of the RMNA board and may



not necessarily reflect the opinions of all residents in our neighborhood.]

**From:** [Olivia Williams](#)  
**To:** [All Alders](#)  
**Subject:** Support Tiny House Village, Voit, and Old Sauk Rd Tuesday  
**Date:** Friday, June 14, 2024 2:53:15 PM

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Dear Alders,

There are several decisions at the next Common Council meeting on Tuesday that will support the development of affordable housing and I urge you to support all of them. I wear a few different hats in regard to these proposals - as a neighbor to two of them, an Executive Director for Madison Area Community Land Trust, and a general supporter of affordable housing in all forms.

I support the zoning changes that would allow a new Tiny House Village on Stoughton Road. As an ED of a fellow affordable housing nonprofit, I applaud the work of Occupy Madison, and I see them as being very successful at achieving their mission. One of the biggest hurdles of affordable housing development work is finding suitable and affordable sites for a project. The site is a great location for this project-- it is located in a residential area near a bike bridge over Stoughton Road (in fact, the lot is just across Stoughton from my own home), on a lot big enough for a multifaceted facility to support the residents. I am in strong support of this project.

I also support the zoning and platting needed to develop the Voit property. My organization, Madison Area Community Land Trust, has an option to purchase one of the lots that will be zoned and platted with these items. We plan to develop permanently-affordable condo units at this site. I have found the Starkweather Group pleasant and forthcoming to work with, and it will mean a lot to my organization to be able to move ahead with this project. I also live close to this site, and am excited to have more connecting bike paths, park space, commercial options, and new neighbors with the Starkweather Plat developed.

I would, however, like to see the Council and staff re-commit to planning for the Chicago Ave crossing as a bike-only bridge over the creek, and to commit to never build an expensive car bridge at this crossing. There is a lot of value in connectivity between places - for people, pedestrians, and people traveling on bike and wheelchair, but seeing this connectivity in a car-centric light is misguided. Our streets are in fact safer for pedestrians, people on bikes, and people with other mobility devices when we reduce car traffic where it is unnecessary.

Finally, I support the zoning and platting of the Stone House Development project on Old Sauk Road. Any concerns regarding stormwater I trust will be handled and considered in detail by City Engineering in the next phase of the project.

Affordable housing is desperately needed in Madison, and approvals of these projects are essential to getting them off the ground.

Thank you for considering their approval,

Olivia

**OLIVIA R. WILLIAMS (they/she/Dr.)** | EXECUTIVE DIRECTOR



902 ROYSTER OAKS DRIVE | SUITE 105 | MADISON, WI 53714 | (608) 285-2691

[OLIVIA@MACLT.ORG](mailto:OLIVIA@MACLT.ORG) | [MACLT.ORG](http://MACLT.ORG)

Office hours by appointment only

**From:** [Marilyn Williams](#)  
**To:** [All Alders](#)  
**Subject:** Opposition to Tiny house village-201-205 South Stoughton Road  
**Date:** Monday, June 17, 2024 10:55:26 AM

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June 17,2024

To the powers that be:

I vehemently oppose the Tiny house village. I work very hard as a single woman ( and there are many in the neighborhood) to be able to live in my small home on Belmont Road. Working for a living, unless you were born with a silver spoon, is what we do in order to create a successful life and community. I have lived in The Rolling Meadows neighborhood since the mid 70's. The uptick in crime has grown substantially due to the Meadowlands, and the homeless facility at Karmenta. I don't even like telling people I live off Milwaukee Street anymore, soon I'll fear mentioning that I live off South Stoughton Road. Because now, Brenda Konkel and her minions, sadly one being Derek Field our district alder, want to put a potentially very dangerous community within walking distance of our neighborhood. Unlike Mr. Field, I went door to door in what will be the closest neighborhood effected by this village. Most people had no idea what was going on. Once they were told many were like myself, frightened for our personal safety, of our properties and our sheer quality of life. How are we to feel safe when this village has no requirements in order to live there. All they have to be is 100% homeless. No background checks, and no requirement to look for work. These people will be suffering or probably enjoying their addictions without any restrictions. The police and fire calls for these other villages that are already set up are horrifying. People are dying from gun shots and overdosing. Clearly enabling people with drug and alcohol addictions cannot govern themselves correctly. Yet they will be given that privilege. I would love to read in any medical or psychological book where this works. Brenda Konkle has no medical degree, yet she continues to create these toxic environments. What's to be expected when you shove people in an industrial parkway? Where do you think the homeless from this village will go when they are tired of smelling fumes from the semis, listening to the saws cutting wood across the street, etc ? This encampment will be providing the homeless with a single room hut and a store that will provide them with basic needs, including their needles. Oddly they also will be provided tents? This must be for them to give to their other homeless friends who will be setting up in the nearest neighborhood field or park. After all "Feed them, they will come". More riffraff will be moving into the neighborhood with hopes to get into this village, in order to obtain the freebies or perhaps just a good party. I can already feel the deterioration of my neighborhood and it scares the hell out me. Please do not allow this Tiny Village to ruin this neighborhood. We are already inundated with other homeless and low income housing units. The violence is getting out of control on the east side and this Occupy Madison Theory is a failure. It is time to care about the good people that are out there working and doing what they can for a fulfilling life instead enabling those who would rather live without responsibilities. I don't know anyone who wants a village of drug and alcohol abusers in their backyard, lest I forget to mention the criminals and sex offenders that will be living there as well. Please stop this from happening!

Marilyn Williams