OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the:	**JOINT FINANCE & ECONOMIC DEVELOPMENT COMMITTEES**
Date/Time:	**Tuesday, September 13, 2022 at 4:30 PM**
Location:	**City Hall (407 Grant Street) - Council Chambers**
FIN Members:	Lisa Rasmussen (C), Michael Martens (VC), Doug Diny, Carol Lukens, and Sarah Watson
ED Members	Sarah Watson (C), Chad Henke (VC), Lisa Rasmussen, Tom Kilian, and Carol Lukens

AGENDA ITEMS

Joint Finance and Economic Development Items

1 Update on return of State CARES funds (Stratz)

2 Discussion and possible action approving T. Wall Enterprises/Foundry on Third Development Agreement (Brodek, Keith Dahl (Ehlers), Nick Patterson, Attorney Isaac Roany (T. Wall/Foundry on Third))

3 **CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to approval of T. Wall Enterprises/Foundry on Third Development Agreement

4 **RECONVENE** into Open Session to take action on Closed Session Items, if necessary

Adjourn ED

Finance Committee Only Items

5 Minutes of the previous meeting(s): (8/10/22 & 8/23/22)

6 Discussion and possible action regarding Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed $3,795,000 General Obligation Promissory Notes, Series 2022A

7 Discussion and possible action regarding ARPA funding requests and related budget modification - Warming Center

8 Discussion and possible action regarding grant management services Booth Management Consulting

9 Discussion and possible action regarding budget modification real estate services project

10 Discussion and possible action regarding budget modification parking ramp improvements

11 Discussion and possible action regarding entering into a Memorandum of Understanding regarding the use of ARPA funds with the Wisconsin Department of Administration and Law Enforcement Agency $136,144.07.

Adjourn Finance

Lisa Rasmussen, Finance Chair
Sarah Watson, ED Chair

NOTICE: It is possible and likely that members of, and possibly a quorum of members of the Committee of the Whole or other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at https://tinyurl.com/WausauCityCouncil. Any person wishing to offer public comment who does not appear in person to do so, may e-mail mary.goede@ci.wausau.wi.us with "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 9/09/22 at 3:00 pm

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Other Distribution: Media, (Alderpersons: Peckham, Neal, Kilian, Wadinski, McElhaney, Larson), *Rosenberg, *Jacobson, *Groat, Department Heads

Planning, Community and Economic Development

MEMO

TO: Economic Development and Finance Committee members

FROM: Tammy Stratz, Community Development Manager

DATE: September 7, 2022

RE: Community Development Block Grant CARES Funding Rounds II

As you will probably recall, in October of 2020 the City of Wausau had applied and received a grant in the amount of $157,932 from the State of Wisconsin through their CARES II grant cycle. The program that was approved – Small Business Assistance administered through MCDEVCO - has a deadline of January 31, 2023, to have 100% of the funds expended. As of this time, we have not been able to tap into these funds as MCDEVCO is consistently trying to utilize the remaining CARES I and III rounds. The need for small business assistance for COVID has dwindled and many businesses that were eligible have already received funding. There are a few more in the pipeline after a recent push of which we are hopeful to finalize the CARES I funding. The CARES III funding opportunity is still open with almost $69,000 left to expend. We may be looking to reprogram those funds in the near future, if these funds are not utilized.

We have been contacted by the State of Wisconsin as to our ability to have the CARES II funds expended by the timeline. They have several other projects around the State that could use funding and if we cannot utilize the funds in a timely manner, they would appreciate if we would cancel the contract. Since the local need for these funds does not seem to be apparent, we are electing to cancel so other Wisconsin communities may be able to benefit from these funds.

Since there is no need to take action on not utilizing funding which resulted in a no-budget impact, we just wanted to bring an update to the committee. We hope you understand this situation. If you have any questions, please feel free to call me at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us.

Thank you.

<u>DEVELOPMENT AGREEMENT</u>
(Foundry on 3rd Development)

THIS DEVELOPMENT AGREEMENT (Foundry on 3rd Development) (this "<u>Agreement</u>") is made as of **______________**, 2022 (the "<u>Effective Date</u>"), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "<u>City</u>") and THE FOUNDRY ON 3RD DEVELOPMENT, LLC, a Wisconsin limited liability company ("<u>Developer</u>").

RECITALS

WHEREAS, the Developer is interested in developing certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.352 acres and being depicted and identified as "Lot 4" on <u>Exhibit A</u> attached hereto (the "<u>Property</u>"); and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created the City of Wausau Tax Increment District Twelve (the "<u>TID</u>") and adopted a Project Plan for the TID (as amended from time to time, the "<u>TID Plan</u>") to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the City has determined to provide assistance through grants from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, Developer has proposed a development, as hereinafter described, within the TID (as the TID boundary may be amended) and located on the Property; and

WHEREAS, Developer's ability to develop the Property requires certain financial incentives from the City as set forth herein; and

WHEREAS, the City has determined that the proposed development by Developer (i) will promote and carry out the development objectives of the City, (ii) furthers the purposes of the TID Plan, and (iii) would not occur at the Property without the assistance of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. <u>Definitions</u>. As used in this Agreement, the following terms shall have the following meanings:

a. "<u>Agreement</u>" is defined in the introductory paragraph to this Agreement.

b. "<u>Annual Tax Increment</u>" means, for any given year, the annual gross tax increment revenues (over the base year tax liability) paid and actually received by the City which is generated by property tax payments on the Property for any such year plus amounts received by the City for any required PILOT Payment hereunder attributable to such year. In the event of a negative number, the Annual Tax Increment for such year will be deemed to be Zero Dollars ($0.00). The base year for such tax increment revenues calculation shall be the property taxes owed for calendar year 2023 based on the assessed value of the Property on January 1, 2023. The Annual Tax Increment for the calendar year prior to the termination of the TID shall be such property tax payments and PILOT Payment actually received by the City as of ten (10) business days prior to the TID expiration date, regardless of whether Developer may pay installments of taxes or the PILOT Payment after such date.

c. "Building" means a mixed-use building (residential and commercial) to be constructed on the Property in accordance with the Plans and generally depicted on the site plan attached hereto on Exhibit B.

d. "City" is defined in the introductory paragraph of this Agreement.

e. "Default" is defined in Section 6 below.

f. "Developer" is defined in the introductory paragraph to this Agreement.

g. "Effective Date" is defined in the introductory paragraph of this Agreement.

h. "Development Costs" as used herein, shall include, without limitation, costs for the construction of the Building and other improvements for the Project, including hard and soft construction costs, as well as professional fees, architectural fees, construction loan interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, parking facilities, and the clearing, grading and other construction or other costs of the Project; provided, however, that only Project costs permitted pursuant to Wis. Stat.§ 66.1105 shall be counted as Development Costs

i. "Memorandum" means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit C is acceptable to both parties.

j. "Minimum Assessed Value" means at least Twenty-Four Million and 00/100 Dollars ($24,000,000.00).

k. "Minimum Development Cost" means at least Forty Million Dollars ($40,000,000.00). Developer represents that it currently estimates that it will expend as Development Costs for the Project an amount closer to Forty-Eight Million Dollars ($48,000,000.00), but the parties agree that the Minimum Development Cost amount used herein shall be the amount set forth in the immediately prior sentence above.

l. "Plans" means final detailed plans and specifications for the Project in form and substance reasonably acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property (including the Building), the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. The Plans shall also include a detailed landscaping plan and a detailed landscape maintenance plan. Unless otherwise agreed in writing by the City, the Plans will be substantially in conformity with the site plan attached hereto.

m. “Project” means the construction of the Building and the additional redevelopment of the Property for the operation of the Building, and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances and in order to develop and operate the Property in substantial conformity with the Plans and the Proposal.

n. “Project Commencement” means the occurrence of all of the following (i) the Property shall be made a legally-separate parcel of real estate, (ii) ownership of the Property shall have been transferred to Developer as evidenced by a recorded deed in the land records; (iii) the Memorandum shall have been recorded pursuant to the requirements herein; (iv) all building permits and other permits for the commencement of construction of the Project shall have been obtained; and (v) mobilization and commencement of construction of the Project at the Property shall have occurred (as reasonably determined by the City).

o. “Project Commencement Deadline” means September 1, 2023.

p. “Project Completion” means a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable.

q. “Project Completion Deadline” means December 31, 2024.

r. “Project Cost Breakdown” means a current cost breakdown of the Development Costs, (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project.

s. “Property” is defined in the Recitals above. The parties agree that the legal description of the Property will be further refined after the Property has been made a legally-separate parcel of real estate.

t. “Proposal” is Developer's general development plan for the Property, which plan received preliminary approval by the City's Plan Commission on June 21, 2022, as may be amended from time to time with the approval of the City. In the event of a conflict between the Proposal and this Agreement, this Agreement shall control.

u. “Tax Increment Bond” is defined in Section 3 below.

v. “Tax Increment Grant” means a grant to Developer based on a percentage of the Annual Tax Increment in an amount of up to a cumulative maximum principal amount of Six Million and 00/100 Dollars ($6,000,000.00), as set forth in greater detail in Section 3 below. As set forth in Section 3 below, interest shall accrue on the unpaid amount of such principal; provided, however, that in no event shall the cumulative grant payments (including both principal and interest) exceed Ten Million, Eight Hundred Thousand and 00/100 Dollars ($10,800,000.00).

w. “TID” is defined in the Recitals above.

x. “TID Plan” is defined in the Recitals above.

y. “TIF Loan” means a loan for the Project from a third-party lender which Developer may obtain which includes as collateral Developer's right to receive payments under the Tax Increment Bond.

2. Commitments of Developer. Developer agrees and covenants with the City as follows:

a. *Project*. Prior to the Project Commencement Deadline, Developer shall provide the Plans to the City for approval, which approval shall not be unreasonably conditioned, withheld or delayed. Any material revisions to the Plans shall be subject to the City’s review and approval. Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project pursuant to the terms and conditions set forth herein. Except as provided for herein, Developer shall pay all costs and expenses associated with construction and installation of the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the City-approved Plans for the Project. Project Commencement shall occur not later than the Project Commencement Deadline, and Developer will continue construction of the Project diligently and shall achieve Project Completion no later than the Project Completion Deadline. If construction of any portion of the Project shall cease, for any reason, for sixty (60) consecutive days, Developer shall promptly provide written notice to the City that includes the reason for such delay and a reasonable estimate of the ultimate length of the delay.

b. *Development Spend*. Prior to the Project Commencement Deadline, Developer shall provide the Project Cost Breakdown to the City for approval, which approval shall not be unreasonably conditioned, withheld or delayed. The Project Cost Breakdown shall be certified by the Developer as accurate and complete. Any material revisions to the Project Cost Breakdown shall be subject to the City’s review and approval. Developer shall, no later than ninety (90) days following the Project Completion Deadline, (i) spend at least the Minimum Development Cost in Development Costs which are consistent with the City-approved Project Cost Breakdown, and (ii) provide the City with reasonable supporting documentation evidencing such expenditures. Developer shall cooperate with reasonable requests by the City for follow-up information and documentation. Without limitation, the following shall not be included when calculating whether such development spend requirement has been met: (A) development costs which are inconsistent with the reviewed Project Cost Breakdown (as may be amended and approved as set forth herein), (B) Development Costs which are inconsistent with Wis. Stat.§ 66.1105, and (C) Development Costs relating to or in connection with the purchase of the Property. Notwithstanding anything to the contrary herein, the City agrees to use commercially reasonable efforts to treat the Project Cost Breakdown and Development Costs information/documentation (collectively, the "Financial Information") in a confidential manner (subject to the requirements of Wisconsin public/open record laws). The City understands that Developer considers the Financial Information to be confidential trade secrets of Developer. Developer expressly represents that it believes the Financial Information are trade secrets as provided in Wis. Stat. § 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law (collectively the “Public Records Exception”). In the event that the Public Records Exception is challenged, Developer agrees to indemnify, hold harmless, and defend the City with respect to the Public Records Exception, including all reasonable attorney's fees and costs.

c. *Compliance with Zoning and Building Code*. Without limiting Developer's general obligation herein to comply with all laws, Developer agrees that the Project will be constructed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances and all building codes and ordinances of the City, including those relating to parking.

d. Minimum Assessed Value; Payment-in-Lieu of Taxes.

i. Developer guarantees that, commencing in tax year 2025 and continuing through the full calendar year of the last year of the TID, the Project will result in an equalized value for the Property of not less than the Minimum Assessed Value, as determined by the City assessor (or other appropriate agency pursuant to applicable law) in his/her sole and absolute discretion. In the event that the equalized value for the Property in any such year is less than the Minimum Assessed Value or in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the life of the TID, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (A) the amount of taxes which would have been levied on the Property for said year by the City and other taxing jurisdictions if the Property had an equalized value for real estate tax purposes equal to the Minimum Assessed Value and the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Developer may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Developer to pay the PILOT Payment shall: (1) be referenced in the Memorandum; (2) be a lien on the Property and run with the land; and (3) bind all owners in title to the Property and their successors and/or assigns.

ii. Developer understands and agrees that the Minimum Assessed Value requirement above shall not in any way bind the City assessor (or other applicable agency) in his/her assessment and appraisal of the Property and that the City assessor will arrive at an equalized value of the Property based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. The City makes no representation that if the Minimum Development Cost is spent that the Minimum Assessed Value will be met.

e. *Parking Lot Skyway*. Developer currently contemplates that the Project will include a connection to a City parking lot to the south via a pedestrian skyway above the public right of way abutting the Property the south. Developer and the City agree to cooperate in good faith regarding the design and further agreements/documentation related thereto. Such agreements may include, without limitation, a license/easement agreement to allow for the placement of the skyway above the right of way and the specifics of the connection to the parking lot (which agreement may require, among other provisions, that Developer maintain the skyway at its sole cost in compliance with all applicable laws, that Developer carry liability, casualty, and other insurance relating to the skyway, that Developer indemnify the City for any damage to the parking lot, and other matters that the parties deem appropriate), as well as parking agreement(s) relating to the use of the parking lot by residents at the Project. Such agreements will run with the land and bind future owners of the Property. Notwithstanding the foregoing, any such agreements shall be subject to approval by the City Council.

3. <u>Tax Increment Grant</u>.

a. Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant pursuant to the Tax Increment Bond (defined below). The Tax Increment Grant shall be made in annual installments of principal and accrued interest (described below) on or before August 15 of each year, commencing the first (1st) calendar year following Project Completion; provided, however, that the first payment shall not be due prior to the issuance of the Tax Increment Bond, and the final payment, if made in the final year of the TID, shall be made no later than one business day prior to the TID expiration date. The annual amount will be based on Eighty Percent (80%) of the Annual Tax Increment generated from the payment of the prior year's tax bill(s), up to the cumulative maximum amount of the grant as set forth herein; provided, however, that the amount of the Tax Increment Grant in each year is further limited to the amount of the Annual Tax Increment actually appropriated for use as the Tax Increment Grant by the City Council for such year. By way of example, if Project Completion is accomplished in calendar year 2024, then the first installment of the grant will be paid on or before August 15, 2025 based on the 2024 property tax bill payment(s). As noted above, the first annual payment of the Tax Increment Grant shall be made in the first (1st) calendar year following Project Completion, which Developer understands may be based on a partial valuation of the Project as tax bills are based on January 1 assessments.

b. Payments on the Tax Increment Grant shall first be applied to accrued interest and then principal. Interest on the principal amount of the grant shall commence on the date that Project Completion is achieved, as determined by the City in its reasonable judgment (which date shall be memorialized in writing by the parties). Accrued interest of the then-remaining principal amount of the grant shall be calculated annually on January 1 of each year on a non-compounding basis. The interest rate shall be fixed for the life of the payments at a rate equal to the <u>lower</u> of the following: (i) Five and Fifty Hundredths percent (5.50%) or (ii) Developer's actual financing rate for its TIF Loan, as evidenced by documentation provided by Developer which is reasonably acceptable to the City (such documentation being considered "Financial Information" herein).

c. In the event that Developer fails to meet all conditions precedent for an installment of the Tax Increment Grant for a given year, such installment shall be forfeited for such year. The City makes no representation or covenant, express or implied, that any non-zero Annual Tax Increment amount will be generated and/or appropriated in any given year or that, in the aggregate, all such installments will be sufficient to total the Tax Increment Grant set forth herein. Any Annual Tax Increment which is not appropriated and allocated toward the Tax Increment Grant may be used by the City for any legally permitted purpose, in its sole discretion. In no event shall any installments of the Tax Increment Grant be made after the termination of the TID and any remaining principal or interest amount shall be forfeited as of such termination.

d. Developer understands that the total number of installments of the grant depend on the year Project Completion is achieved, and that any projected number of installments may not be possible based on the statutorily-mandated closure date of the TID, which is currently scheduled to occur on July 18, 2044. Accordingly, based on the current expiration of the TID, no more than twenty-one (21) installments of the grant will be made if Project Completion occurs in 2024 and the first installment is made in 2025. The City reserves the right to accelerate/prepay payments of the Tax Increment Grant (in whole or in part, from time to time, and without penalty) in its sole and absolute discretion (but in no event shall the City be obligated to do so), and Developer understands that this will result in a lower amount of interest accrual.

e. After Project Completion is achieved, the City shall, at the City's cost and expense, issue Developer a taxable tax increment revenue bond (the "Tax Increment Bond") evidencing the City's obligation to pay Tax Increment Grant. The Tax Increment Bond shall be payable solely from Annual Tax Increment and shall be subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing sentence, (i) payments on the Tax Increment Bond are limited to the cumulative maximum amounts as set forth herein (both the maximum principal amount and the maximum total payments with interest), (ii) each payment on the Tax Increment Bond shall be subject to and conditioned upon future annual appropriation of Annual Tax Increment by the City Council to payment of the bond, and (iii) if the Tax Increment Bond is not fully paid by the termination of the TID, the City shall have no obligation to pay any further amounts. Developer agrees to cooperate with the City's reasonable requests in connection with such bond issuance, including the execution of additional documentation consistent with the provisions herein.

4. Conditions Precedent to the City's Obligations.

a. In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall provide the City with (A) evidence that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of Developer's organizational documents, (C) a certificate of status for Developer issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (D) resolutions or consents of Developer's Board of Directors partners or members as the case may be, approving this Agreement and the transactions which are subject to this Agreement. Developer shall provide this documentation on or before Forty-Five (45) business days after the Effective Date.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

iii. The City, through its City Council, shall have approved this Agreement and transactions contemplated herein, the Proposal (as it may be amended/finalized), and all other related Project agreements and/or transactions which require City approval.

iv. An amendment to the TID Plan consistent with this Agreement shall have been adopted by all necessary parties, including, without limitation, modifying the boundaries of the TID to include the Property.

v. Developer shall provide to the City a release of all claims by Developer's affiliate, District at Riverlife, LLC (formerly Main Street Wausau, LLC), in form and substance acceptable to the City.

b. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide each disbursement of the Tax Increment Grant are conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured material default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

ii. Project Completion and lien-free (or bonded over) construction shall have occurred on or prior to the Project Completion Deadline, and Developer shall provide the City with such documentation as the City may reasonably require to evidence the same.

iii. Developer shall review with the City written evidence of Developer's expenditures with respect to the Minimum Development Cost requirement above, together with such other documentation as the City may reasonably require, per Section 2.

iv. Developer shall provide evidence that the Memorandum was recorded prior to any mortgages, or, if any such mortgage was recorded fist, an agreement from such lienholder reasonably acceptable to the City stating that this Agreement shall not be extinguished by any foreclosure of such mortgage and the Property shall remain subject to this Agreement.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be reasonably satisfactory in form and content to the City, in its reasonable discretion.

5. **Additional Representations, Warranties and Covenants of Developer**. Developer represents and warrants to the City and covenants with the City as follows:

a. No Default, or event which with the giving of notice or lapse of time or both would be a Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

b. All copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.

c. Developer will pay for, or cause to be paid for, all work performed and materials furnished for the Project, as required herein.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. Each entity constituting Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. The Project Cost Breakdown to be provided to the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no previously undisclosed circumstances presently existing or likely to occur which would or could be expected to result in a material variation or deviation from the Project Cost Breakdown.

j. Except as otherwise set forth herein, Developer will not, without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, materially change the scope of the Project or the uses of the Project. Except as otherwise set forth herein or unless otherwise agreed in writing by the City, the construction, development and operation of the Property.

k. Developer shall not materially alter the Plans approved by the City without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

l. Developer Covenants that construction of the Project shall proceed and be completed substantially in accordance with the construction schedule, as provided herein, approved by the City.

m. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances.

n. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

o. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

p. During the term of this Agreement, Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time; provided, however, that Developer shall have the right to lawfully dispute in good faith the property taxes or assessment for the Property so long as Developer otherwise complies with this Agreement, including, without limitation, payment by Developer of any required PILOT Payment; provided further that, except for good faith protests in cases of material inaccuracies, if Developer protests the assessment of the Property, then no payments of the Tax Increment Grant shall be due during the pendency of such appeal, and the City may reduce the total maximum principal amount of the Tax Increment Grant by the City's reasonable costs (including reasonable attorneys' fees) spent in connection with such appeal. Developer understands that a lower property tax liability will likely lower its Tax Increment Grant payments, and if any grant installments were previously made based on a higher property tax liability, Developer shall promptly reimburse the City for any overpayments of the Tax Increment Grant if the property taxes are later lowered. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

q. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Defaults and Remedies.

a. *Default by Developer*. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

i. Developer shall fail to pay any amounts due from it under this Agreement within thirty (30) days after written notice of nonpayment from the City to Developer; or

ii. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

iii. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph i above, and the specific defaults listed in subparagraphs iv through x below) under this Agreement, and such failure shall continue for sixty (60) days following written notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 60-day period, is diligently pursuing the cure of the default; or

iv. Construction of the Project shall be abandoned for more than ninety (90) consecutive days (provided, however, that construction shall not be deemed to be "abandoned" if construction is paused due to reasonable and customary seasonal considerations) or if Developer fails to provide any notice required herein with respect to ceasing construction, or if Project Completion is not achieved on or before the Project Completion Deadline, or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or

v. Developer shall: (A) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its debts as they mature; or (B) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (C) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (D) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (E) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (F) adopt a plan of complete liquidation of its assets; or

vi. If Developer shall dissolve or shall cease to exist; or

vii. A default shall occur and remain beyond any applicable notice and cure periods on any other indebtedness of or loan to Developer, or a default shall occur and remain beyond any applicable notice and cure periods under any mortgage or other lien or encumbrance affecting the Property or the Project.

b. *City Remedies*. In the event of Default by Developer, the City, may take any one or more of the following actions:

i. The City may suspend their performance under this Agreement until it receives reasonable assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

ii. The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, including securing an injunction to prevent harm.

iii. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

c. *Default by City; Developer Remedies*. In the event the City is in default hereunder, Developer shall be entitled to take any action allowed by applicable law by virtue of said default provided that Developer first gives the City written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the City. In the event of a default by the City that remains uncured, Developer may seek any remedy available to Developer under the terms of this Agreement or take any other action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement, including securing an injunction to prevent harm.

d. *Indemnification*. Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified parties, Developer shall indemnify, save harmless and defend the City and its respective officer, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section 6.d shall survive termination of this Agreement.

7. Termination. Except for the terms which expressly survive termination and provided no Default exists, this Agreement shall terminate upon the later to occur of (i) eighteen (18) months following termination of the TID and (ii) Developer's payment in full of all required PILOT Payments.

8. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, "Force Majeure" means any event that (i) renders it impossible for the affected party to perform its obligations under this Agreement, (ii) is beyond the reasonable control of the affected party, (iii) is not caused by the intentional misconduct, gross negligence, or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (E) fires, (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of either of the parties, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct, gross negligence or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person

9. Miscellaneous.

a. Assignment. Prior to Project Completion, Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property during the term of this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld. Following Project Completion, no such restrictions on transfer shall apply; provided, however, that the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and shall run with the land. Notwithstanding the foregoing, the City agrees that Developer may obtain construction financing for the Project and, in connection therewith, mortgage the Property and/or collaterally assign this Agreement or the Tax Increment Bond payments to Developer's lender(s) as part of the Developer's TIF Loan or other 3rd-party financing for the Project.

b. Recording. Recording of this Agreement is prohibited except for the recording of the Memorandum.

c. Notices. All notices hereunder must be in writing and must be sent either by (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, or (iii) by e-mail, addressed to the addresses specified below:

Notices to Developer:

The Foundry on 3rd Development, LLC
1818 Parmenter Street, Suite 400
Middleton, WI 53562
Attn: Legal
Email: legal@twallenterprises.com AND Terrence@twallenterprises.com

Notices to the City:

	with a copy to:
City of Wausau	City of Wausau
407 Grant Street	407 Grant Street
Wausau, WI 54403	Wausau, WI 54403
Attn: City Clerk	Attn: City Attorney
Email: clerk@ci.wausau.wi.us	Email: cityattorney@ci.wausau.wi.us

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

d. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

e. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

f. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

g. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

h. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

i. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

j. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

k. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

l. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

m. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

10. Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

THE FOUNDRY ON 3RD DEVELOPMENT, LLC

By: ______________________________
Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

THE CITY

CITY OF WAUSAU

By: ______________________________
Katie Rosenberg, Mayor

Attest: ______________________________
Kaitlyn Bernarde, Clerk

EXHIBIT A

DEPICTION OF THE PROPERTY

EXHIBIT B

GENERAL SITE PLAN

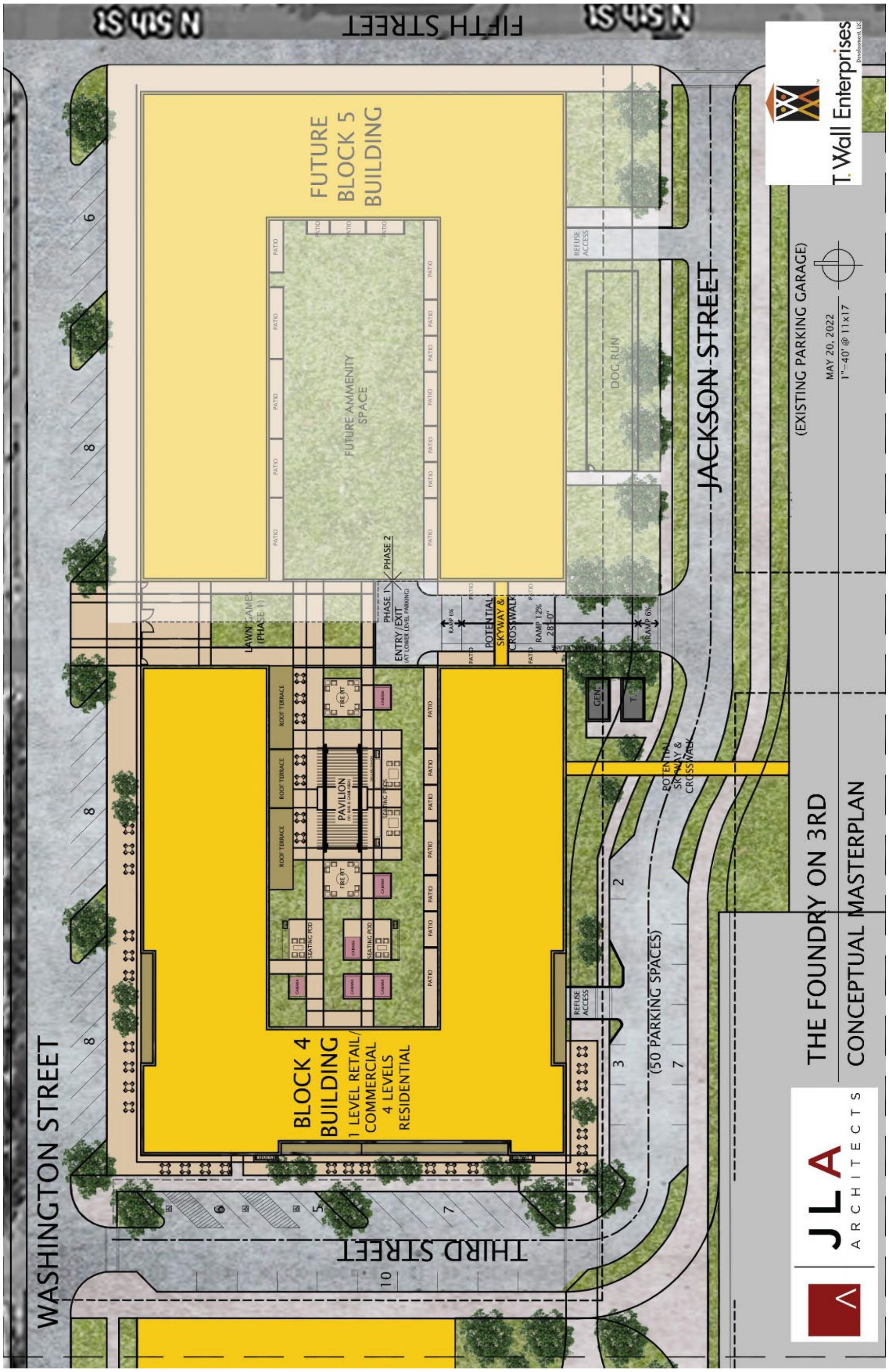


EXHIBIT C

FORM OF MEMORANDUM

[Attached to this cover page]

MEMORANDUM OF DEVELOPMENT AGREEMENT
(Foundry on 3rd Development)

Document Number | **Document Name**

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this "Memorandum") is made and entered into as of the ____ day of __________, 2022, by and between the CITY OF WAUSAU**,** a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the "City"), on the one hand, and THE FOUNDRY ON 3RD DEVELOPMENT, LLC, a Wisconsin limited liability company, with offices located at 1818 Parmenter Street, Suite 400, Middleton, WI 53562 ("Developer"), on the other hand (the City and Developer are referred to herein, collectively, as the "Parties").

WHEREAS, the Parties entered into a certain Development Agreement (Foundry on 3rd Development) dated as of [__________, 2022] (as may be amended from time to time, the "Development Agreement") with respect to certain property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Marathon County, Wisconsin to provide notice to third parties of the Development Agreement.

Recording Area

Name and Return Address

Anne L. Jacobson, Esq.
City of Wausau, City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A attached
Parcel Identification Number (PIN)

This is not homestead property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Development Agreement.

a. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors an assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property.

b. The term of the Development Agreement commenced as of the effective date of the Development Agreement and terminates as provided therein.

c. The Development Agreement contains certain rights of the City to receive a payment-in-lieu of taxes in the Property is assessed for less than an agreed-upon minimum equalized value or in event the Property, or any part of it, becomes exempt or partially exempt

QB\75209008.2
08/05/22

from general property taxes during the term of the Development Agreement, all as set forth in more particularity in the Development Agreement.

2. Miscellaneous.

a. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

b. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

c. This Memorandum may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

THE FOUNDRY ON 3RD DEVELOPMENT, LLC, a Wisconsin limited liability company

By: __[NOT FOR SIGNATURE]
Name: ____________________
Title: ____________________

STATE OF WISCONSIN)
) ss.
COUNTY OF ___________)

Personally came before me this _______ day of _____________________, 20_____, ____________________, to me known to be the person who executed the foregoing instrument and to me known to be the ________________________ of The Foundry on 3rd Development, LLC, a Wisconsin limited liability company, and acknowledged that s/he executed the foregoing instrument as such authorized representative of said entity and with its authority.

____
Print Name:________________________________
Notary Public, State of Wisconsin
My commission:____________________________

THE CITY:

THE CITY OF WAUSAU, WISCONSIN

By: [NOT FOR SIGNATURE]
Katie Rosenberg, Mayor

Attest:

By: [NOT FOR SIGNATURE]
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____________________, 20_____, Katie Rosenberg and Kaitlyn Bernarde, as Mayor and Clerk, respectively, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

____
Print Name:_________________________________
Notary Public, State of Wisconsin
My commission:____________________________

This instrument was drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[To be added]

PIN(s): [_____________]

City of Wausau TIF Application

Last Updated: 5/25/2022 6:24:04 PM local time

Getting Started

City of Wausau

TAX INCREMENTAL FINANCING APPLICATION

The City of Wausau is a proud partner in assisting investment and business development.Our Development Team welcomes consultation with prospective applicants in advance of this formal application process.

Please complete and submit the following information to the City of Wausau for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) assistance. The application is comprised of four parts: 1) Applicant Information, 2) Project/Property Information, 3) Project Budget/Financial Information, and 4) Attachments.

Where there is not enough space for your response or additional information is requested, please use an attachment. Use attachments only when necessary and to provide clarifying or additional information.

Applicant Information

Staff Notes

Legal Name

Terrence Wall

D/B/A

The Foundry on 3rd Development, LLC

Mailing Address

PO Box 620037
Middleton WI 53562
United States

Primary Contact Number

6082208940

Cell Phone Number

Email

nick@twallenterprises.com

Attorney

Taylor Brengel

Legal Entity (check one)

LLC

If not a Wisconsin corporation/partnership/ LLC, state where organized

Will a new entity be created for ownership?

No

Principals of existing or proposed corporation/partnership/LLC and extent of ownership interests:

Name

T. Wall Enterprises

Address

1818 Parmenter

Title

Manager

Ownership Percentage

100%

Investors and extent of ownership interests:

Name

Address

Title

Ownership Percentage

Applicant and all principals and investors, please provide a residence list for the past 20 years. This listing will be used to further complete the background and reference check investigation process in other municipalities/states as applicable.

Terrence R. Wall 1. 4927 Breakers Rock Rd. Middleton, Wi 53562 2. 57 Cambridge Rd. Madison, WI 53704

Is any owner, member, stockholder, partner, officer, or director of any previously identified entities, or any member of the immediate family of any such person, an employee of the City of Wausau? (check one)

No

Have any of the applicants (including the principals of the corporation / partnership / LLC and any investors in the project) ever been charged or convicted of a misdemeanor or felony?

No

All applicants (including the principals of the corporation / partnership / LLC and any investors in the project) shall have a credit, criminal and financial investigations completed as follows at the expense of the applicants:

- Criminal Background Check through the Department of Justice. Report will be run by Wausau Police Department.
- Wisconsin Court System Circuit Court Access Search (https://wcca.wicourts.gov/index.xsl).
- Credit Bureau Report, using at least one of the available providers, shall be obtained (personal/business).
- Any other sources deemed necessary by all the parties involved in the application approval process.

Project/Property Information Project Narrative

Staff Notes

Overall Project Summary and Objectives (feel free to upload a document for your answer):

The project consists of one 5-story mixed-use building with underground parking. The building will have approximately 17,000 SF of commercial space and 154 units. I have enclosed a site plan and building data for reference.

Project Summary Document

220523-Foundry on 3rd-Project Summary.pdf (/CityOfWausau/TIF/file/8c726fb1-5f16-4ff6-baf2-40e0cfc6f480)

Parcel Address(es):

Portion of 301 Washington Street (Known as Block 4 on Alexander Davis Plat)

Proposed Parcel/Land Area: (in Acres)

1.35

Proposed Building Area: (in Square Feet)

Number of Dwelling Units:

154

Number of Stories

5

Number of Parking Spaces

Current and Proposed Uses:

Current: vacant parcel Proposed: mixed-use commercial on first floor and multi-family above.

Description of End Users:

The development will bring in several commercial and retail operators along with hundreds of new residents to downtown.

Current Assessed Value:

Current Property Taxes:

Describe any zoning changes that will be needed:

PUD

Identify any other approvals, permits or licenses needed (ie. Liquor License, Health Department. etc.):

DNR Permit, Building Permit, and Occupancy Permit

Describe briefly what the project will do for the property and/or neighborhood:

The project will increase property value/tax base from $883,000 to an estimated $25,000,0000. The project will bring hundreds of new residents to the core downtown and will bring in $10,000,000 in disposable incomes to support the local economy. The project will also bring new jobs and additional opportunities for retailers. This project will be focused on energy efficiency and long-term sustainability, which is why the project is proposing installation of electric vehicle charging stations in the lower level parking garage.

Project Timeline

Final Plan/Specification Preparation

12/2022

Bidding and Contracting

01/2023

Firm Financing Approval

12/2022

Construction/Rehabilitation

02/2023

Landscaping/Site Work

10/2023

Occupancy/Lease Up

04/2024

Development Team

Developer

The Foundry on 3rd Development, LLC

Architect

JLA Architects

Surveyor

REI Engineering

Contractor

TBD

Others

Describe Development Team expertise and experience in developing similar projects:

Our team started back in 1989 (during a recession), developing multi-family communities for a number of years, and then sold those communities when they saw the market changing. T. Wall then developed a number of major office parks, 5 retail centers, and has been the only developer to ever partner with the City of Madison to develop an industrial park. The T. Wall team withstood the dip in 1993 with tax law changes, the tech stock market crash of 2000, 9/11 and the recession that followed in 2001, the Great Recession of 2008-2012, and the imposed COVID recession of 2020. We have developed and currently manage 1,800 units and 89,000 SF of commercial space. The company is recognized as a pioneer and leader in green development with the largest multi-family solar array in the state.

Other current Development Team projects in development:

We just received occupancy permit for Solaris on Main in Neenah. We are currently under construction on Hidden Creek phase 3 in Madison and Covered Bridge Residences in Windsor. We are set to begin construction on Riverhouse on the Rock in Watertown in the Fall.

Past Development Team projects for references:

Community Name

Tribeca Village

Contact Person

Nick Patterson

Contact Phone Number

608-220-8940

Community Name

Middleton Center

Contact Person

Nick Patterson

Contact Phone Number

608-220-8940

Community Name

Peloton Residences

Contact Person

Nick Patterson

Contact Phone Number

608-220-8940

Community Name

The Masters Residences

Contact Person

Nick Patterson

Contact Phone Number

608-220-8940

Provide a list of References for suppliers and trade groups you have worked on past projects with. Please note, these references will be checked to verify for past performance:

Supplier

Dave Jones, Inc.

Contact Person

Greg Jones, CEO

Contact Phone Number

608-268-7505

Supplier

Stevens Construction Corp.

Contact Person

Mark Rudnicki, CEO

Contact Phone Number

608-222-5100

Supplier

Nonn's Kitchen Bath & Flooring

Contact Person

Adam Nonn, CEO

Contact Phone Number

608-836-8833

Supplier

Terra Engineering

Contact Person

Scott Zimmerman, CEO

Contact Phone Number

608-210-3919

Describe the financial ability of the applicant to complete the project:

Our team has had the financial capacity to build 20+ apartment buildings. We have the capacity to consistently build 4 to 5 buildings per year.

Number of full-time jobs to be created in the City of Wausau by the proposed project:

Average estimated annual salary for full-time jobs to be created by the proposed project

Number of part-time jobs to be created in the City of Wausau by the proposed project:

Average estimated annual salary for part-time jobs to be created by the proposed project

If existing business, number of current full-time employees located in the City of Wausau:

$0

If existing business, number of current part-time employees located in the City of Wausau:

$0

Will you or have you completed a market study related to the project?

Yes

Will you or have you obtained an appraisal on the proposed property acquisition?

Yes

Project Budget/Financial Information

Staff Notes

Describe why the project cannot occur "but for" City participation:

The project cannot occur but for TIF because our construction costs have increased incrementally by 90.5% since prior to Covid. We used to build multi-family communities for $105,000 per unit in 2019 and now construction costs are exceeding $200,000 per unit. We cannot raise rents by 90.5%, so we must find a way to meet the gap.

Identify the sources and uses of funds for the project. Typical sources include equity, lender financing, mezzanine financing, government financing, other anticipated types of public assistance, and any other types or methods of financing.

Use of Funds

Building Construction/Renovation

Amount ($)

$36695000

% of total uses

Use of Funds

Soft Cost/Fees: Other

Amount ($)

% of total uses

Use of Funds

Contingency

Amount ($)

$2210000

% of total uses

Total Uses of Funds Amount

Sources

Equity Type

Loan: Construction Financing

Describe Other

Amount ($)

$33308000

% of total sources

Equity Type

Developer Equity

Describe Other

Amount ($)

$8059000

% of total sources

Equity Type

Other TIF Assistance

Describe Other

TIF Loan

Amount ($)

$0

% of total sources

Total Sources of Funds Amount

Loan Information

Describe Loan

Construction Loan

Amount

$33308263

Terms: (Years and Interest Rate)

3-5 yr; 5.0%

Contact Information

Describe Loan

TIF Loan

Amount

$6216000

Terms: (Years and Interest Rate)

5 yr; 5.5%

Contact Information

Detailed Pro Forma

Staff Notes

Pro Forma Income and Expense Schedule

Applicants whose projects involve the rental of commercial, retail, industrial, or living units must submit project pro formas that identify income and expense projections on an annual basis for a minimum five-year to a maximum eleven-year period. If you expect a reversion of the asset after a holding period please include that in your pro forma as well. Please check with city staff to determine the time period needed for the pro forma. Identify all assumptions (such as absorption, vacancies, debt service, operational costs, etc.) that serve as the basis for the pro formas. **Two sets of pro formas are to be submitted. The first set should show the project without TIF assistance and the second set with TIF assistance.**

For owner-occupied industrial and commercial projects, detailed financial information must be presented that supports the need for financial assistance (see below).

Pro Forma (One without TIF and one with TIF)

No files uploaded.

Analysis of Financial Need

Each application must include financial analyses that demonstrate the need for TIF assistance. **Two analyses must be submitted: one WITHOUT TIF assistance and one WITH TIF assistance.** The applicant must indicate the minimum return or profit the applicant needs to proceed with the project and rationale for this minimum return or profit. The analyses will necessarily differ according to the type of project that is being developed.

Rental Property: For projects involving rental of space by the developer to tenants (tenants include offices, retail stores, industrial companies, and households), an internal rate of return on equity must be computed with and without TIF assistance based on the pro forma of income and expense prepared for the Income and Expense Schedule below. The reversion at the end of the ten-year holding period must be based on the capitalized 11th year net operating income. The reversionary value is then added to the 10th year cash flow before discounting to present value. State all assumptions to the analyses.

For Sale Residential: Show profit as a percent of project cost (minus developer fee and overhead and minus sales commissions and closing costs, which should be subtracted from gross sales revenue). Other measure of profitability may be submitted, such as profit as a percent of sales revenue.

Mixed Use Commercial / For-Sale Residential: Provide either separate analyses for each component of the project or include in the revenue sources for the for-sale portion, the sale value of the commercial component based on the net operating income of the commercial space at stabilization. Indicate how the sale value was derived.

Owner-Occupied Commercial: For projects, such as “big-box” retail projects, provide copies of the analyses that the company needs to meet or exceed the company’s minimum investment threshold(s) for proceeding with the project.

Analysis (One without TIF and one with TIF)

No files uploaded.

Projection Revenue

Staff Notes

This project involves:

Rental Property

Additional Consideration

Staff Notes

Please Answer the Following:

Will you sign a community workforce agreement with the local Building Trades Council?

No

Will you agree to source all sub-contractors from within a 100-mile radius of City of Wausau?

No

Will you agree to not protest to the Board of Review, except in cases of material inaccuracies, your real estate assessment for the subject properties?

Yes

Will you complete the design assistance process of the Wisconsin Focus on Energy Program, which offers incentives and consultations on energy efficiency?

Yes

Will you consider using Property Assessed Clean Energy (PACE) funding which can provide financing support for construction which meets energy efficiency or alternative energy standards?

Yes

Will you provide corporate tax filing verification information for job creation reporting purposes, if requested?

Yes

Will you authorize the City to check references, run a credit report and verify criminal and financial backgrounds

Yes

Attachments

Staff Notes

Sumary Letter

Provide a summary of the project in the form of a letter addressed to the City of Wauau. The lettershould not exceed two (2) pages in length and should include only the following essential information about the project:

- Description of site or building
- Description of end users
- Profitability
- Overview of private sector financing
- Summary of increment projections
- Total development costs
- Current and proposed uses
- Project start and end dates
- Description of public benefits, including job creation
- Amount of TIF assistance requested
- Name of developer and owner
- Statement regarding why TIF is essential and why the “but for” provision will be met

Note: In the “but for” discussion, you must clearly describe why TIF is needed to help this project and why the project will not / cannot proceed without such support. Failure to clearly provide the “but for” explanation will delay action on your application.

Summary Letter

No file uploaded.

Project Narrative

Provide an in-depth overview of the project in narrative format. The narrative must include a description of the following aspects of the project:

- Current condition of the site and historical overview that includes the size and condition of any existing structures, environmental conditions, and past uses of the site.
- Proposed use(s) of project (e.g. industrial, commercial, retail, office, residential for sale or rental, senior housing, etc.).
- Construction information about the project including: size of any existing structure to be demolished or rehabbed; size of any new construction: types of construction materials (structural and finish); delineation of square foot allocation by use; total number and individual square footage of residential units; type of residential units (e.g. for-sale, rental, condominium, single-family, etc.); number of affordable residential units; number and type of parking spaces; and construction phasing.
- If in an existing TID or redevelopment area, confirm that this project is consistent with the goals and objectives in the Project or Redevelopment Plan.
- A summary of the proposed "green" features to be included in the project. All projects that receive TIF assistance are encouraged to include environmentally friendly features.

Project Narrative

No file uploaded.

Filing Requirements

Staff Notes

You must provide all the following items with your signed application for it to be considered complete:

1. Fee: A nonrefundable fee of $1,000 made payable to the City of Wausau.

2. Site Maps: Provide a map that shows the location of the site and a map that focuses on the project and its immediate surroundings.

Site Maps

Foundry on 3rd-Site Plan - 5.25.2022.pdf (/CityOfWausau/TIF/file/08061c50-35a4-433b-a5fa-d2fa68805300)

3. Project Renderings: Provide preliminary architectural drawings, plans, and renderings for the project.

Project Renderings

Foundry on 3rd-Rendering - 5.20.2022-2.pdf (/CityOfWausau/TIF/file/6cfdf277-ffb2-4eff-a254-a921c976d227)

4. Projections: Provide cash flow projections for the project.

Cash Flow Projections

No files uploaded.

5. Statements: Profit and loss statements for the past three (3) years (if applicable) – this may be shared in a closed session if necessary and requested.

Profit and Loss Statements

No files uploaded.

Declarations

The City requests answers to the following for any applicant, investor, developer, officer or affiliate of an entity or LLC with an ownership or share of 20 percent or greater in the proposed project:

Involved in a previous or pending lawsuit or legal proceeding?

Yes

Involved in a previous or pending bankruptcy or insolvency proceeding?

No

Charged with a crime, paid or otherwise complied with civil penalties, or been the subject of a criminal or civil investigation?

No

Have any outstanding tax liens currently or previously?

No

Have any projects with a construction delay of six months or greater?

No

Please attach a detailed explanation of any YES responses.

Disclosure statement.pdf (/CityOfWausau/TIF/file/9c5840d6-ba2f-4c1a-a744-65c848750702)

Submit

Staff Notes

I, by signing this application, agree to the following:

1. I have read, and will abide by all the policies, standards and reporting requirements of the City for Tax Incremental Financing (TIF).
2. The information submitted is correct and adequately represented.
3. I understand the City reserves the right to deny approval, regardless of preliminary approval or the degree of construction completed before application for final approval.
4. I authorize the City to check references, run/obtain credit reports, verify criminal and financial backgrounds and obtain other relevant information on the applicant and parties.
5. I agree to provide additional information as may be requested by the City after filing this application.

Applicant Full Name

Terrence R. Wall

Date

05/24/2022

Non-Discrimination Statement -*The City of Wausau does not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.*

Approval Of Application

Staff Notes

Historic Landmarks Commission Review

Approved By

Date

Economic Development Committee Review

Approved By

Date

Begin User

nick@twallenterprises.com

Begin Date

05/11/2022

Submitted User

support+sapphire@bmisw.com

Submitted Date

05/25/2022

Upload_PDFApp

No file uploaded.

Projection Revenue

Staff Notes

This project involves:

- (●) Rental Property
- ( ) Sales Property

Rental Revenue Projections

	Year 1	Year (1, 2, 3+)	Year (1, 2, 3+)
Income rent per SF (or avg.)	$	$	$
Commercial Rent	$	$	$
Commercial Expense Recoveries	$	$	$
Residential Rent	$ 2931984.00	$	$
Other	$ 195900.00	$	$
Gross Potential Income (Sum of Income Sources)	$ 3,127,884.00	$ 0.00	$ 0.00
Commercial Vacancy	$ 25529.00	$	$

Add

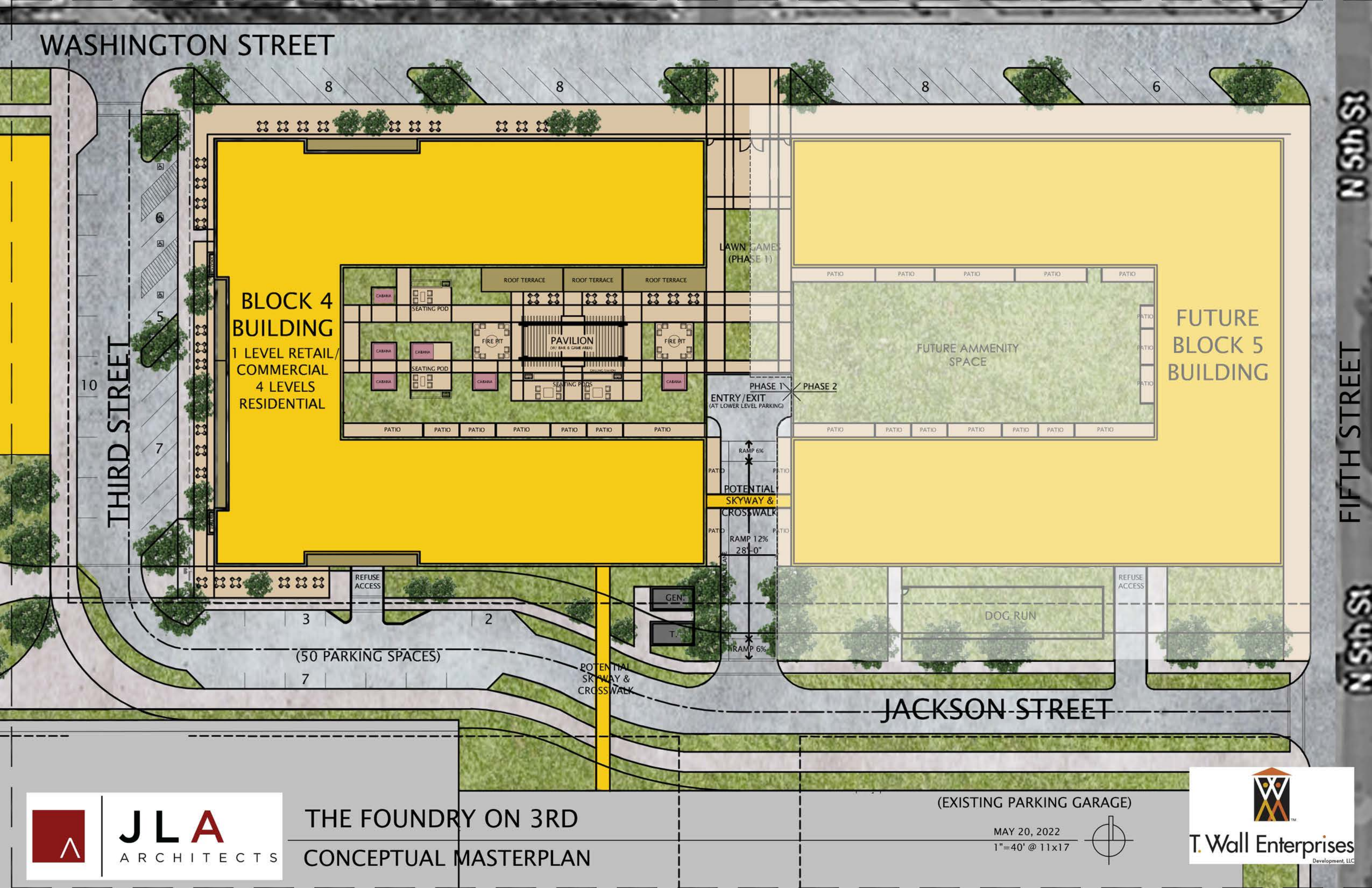
Remove Remove Remove

Residential Vacancy	$ 146599.00	$	$
Effective Gross Income (EGI)	$ 35324.00	$	$
Maintenance & Repairs	$ 72350.00	$	$
Real Estate Taxes	$ 625307.00	$	$
Insurance	$ 32940.00	$	$
Management Fee	$ 195904.00	$	$
Professional Fees	$ 122200.00	$	$
Other Expenses	$ 82100.00	$	$
Total Expenses	$ 1130801.00	$	$
Net Operating Income: NOI (EGI - Total Expenses)	$ 2134270.00	$	$
Capital Expenses	$	$	$
Debt Services	$ 2025217.00	$	$
	Remove	Remove	Remove

Net Cash Flow (NOI - Capital Expense and Debt Services)	$ 109053.00	$	$
	Remove	Remove	Remove

Previous

Next


WASHINGTON STREET
THIRD STREET
FIFTH STREET
JACKSON STREET
N 5th St
BLOCK 4 BUILDING
1 LEVEL RETAIL/ COMMERCIAL
4 LEVELS RESIDENTIAL
ROOF TERRACE
PAVILION
FIRE PIT
SEATING POD
CABANA
PATIO
LAWN GAMES (PHASE 1)
FUTURE AMMENITY SPACE
FUTURE BLOCK 5 BUILDING
PHASE 1
PHASE 2
ENTRY/EXIT (AT LOWER LEVEL PARKING)
RAMP 6%
POTENTIAL SKYWAY & CROSSWALK
RAMP 12% 28'-0"
REFUSE ACCESS
GEN.
T.
DOG RUN
(50 PARKING SPACES)
(EXISTING PARKING GARAGE)
JLA ARCHITECTS
THE FOUNDRY ON 3RD
CONCEPTUAL MASTERPLAN
MAY 20, 2022
1"=40' @ 11x17
T. Wall Enterprises Development, LLC

CONCEPT DATA – THE FOUNDRY ON THIRD – PHASE 1 – 5 STORIES OVER 1 PARKING

FLOOR	GROSS AREA (s.f.)	NET LEASABLE RESIDENTIAL	NET LEASABLE COMMERCIAL	COMMON AREAS	RESIDENTIAL UNITS									PARKING PROVIDED*				
					JR.	ST.	1BR	1BR+	2BR	2BR+	3BR	TOTAL	BEDS	COVERED	SURFACE	STREET	TOTAL	RATIO
5	34,205	27,350		6,170	0	8	9	3	5	6	2	33	48					
4	34,990	28,140		6,170	0	8	8	1	7	6	3	33	52					
3	36,610	29,720		6,200	0	8	9	1	7	6	2	33	51					
2	36,610	29,720		6,200	8	11	6	1	5	6	2	39	55					
1	37,600	9,085	17,495	9,385	8	4	1	1	0	2	0	16	18			**50		2.8 CARS/1000 SF
B	52,685*													131				
T.	180,015	124,015	17,495	34,125	16	39	33	7	24	26	9	154	224	131		**50	181	1.17/UNIT
					10%	25%	21%	5%	16%	17%	6%							0.81/BDRM
							26%		33%									

* PARKING AREA IS NOT INCLUDED IN NET TO GROSS AREA TOTALS

** STREET PARKING FOR RETAIL/COMMERCIAL TO BE SUPPLEMENTED BY PARKING IN EXISTING RAMP ADJACENT TO BLOCK 4 SITE

*** 137 TOTAL COVERED BIKE SPACES

JLA ARCHITECTS

THE FOUNDRY ON 3RD – PHASE 1

CONCEPTUAL BUILDING DATA

MAY 20, 2022

T. Wall Enterprises Development, LLC

JLA ARCHITECTS

THE FOUNDRY ON 3RD - PHASE 1

PERSPECTIVE

MAY 20, 2022

1"=30' @ 11x17

T. Wall Enterprises
Development, LLC

JLA ARCHITECTS

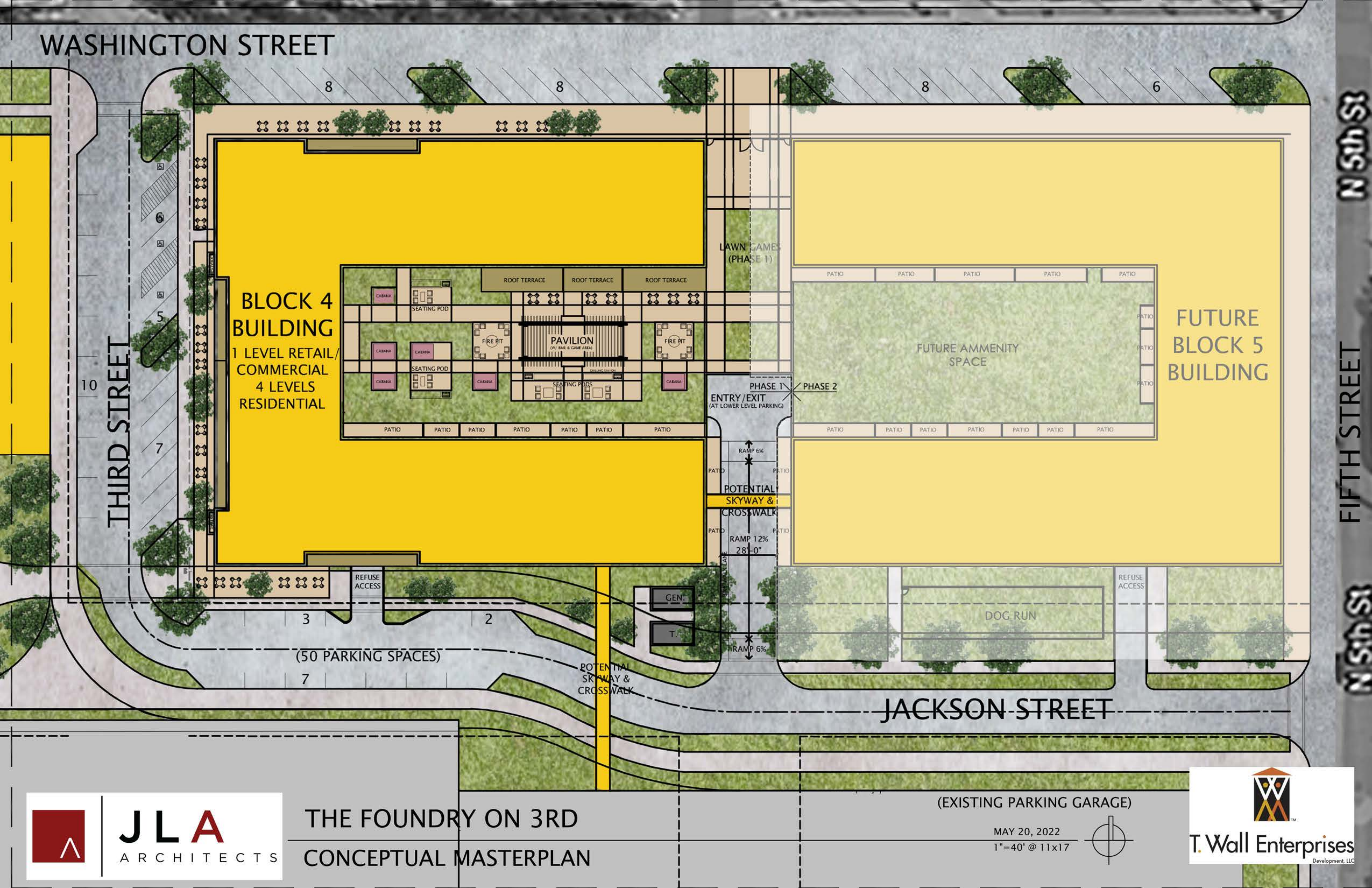
THE FOUNDRY ON 3RD - PHASE 1

PERSPECTIVE

MAY 20, 2022

1"=30' @ 11x17

T. Wall Enterprises Development, LLC



WASHINGTON STREET
THIRD STREET
FIFTH STREET
N 5th St
JACKSON STREET
BLOCK 4 BUILDING
1 LEVEL RETAIL/ COMMERCIAL
4 LEVELS RESIDENTIAL
FUTURE BLOCK 5 BUILDING
FUTURE AMMENITY SPACE
PAVILION
ROOF TERRACE
SEATING POD
FIRE PIT
CABANA
PATIO
LAWN GAMES (PHASE 1)
PHASE 1
PHASE 2
ENTRY/EXIT
(AT LOWER LEVEL PARKING)
RAMP 6%
POTENTIAL SKYWAY & CROSSWALK
RAMP 12%
28'-0"
REFUSE ACCESS
GEN.
T.
DOG RUN
(50 PARKING SPACES)
(EXISTING PARKING GARAGE)
8
8
8
6
6
5
10
7
3
2
7
JLA ARCHITECTS
THE FOUNDRY ON 3RD
CONCEPTUAL MASTERPLAN
MAY 20, 2022
1"=40' @ 11x17
T. Wall Enterprises
Development, LLC

JLA ARCHITECTS

THE FOUNDRY ON 3RD - PHASE 1

PERSPECTIVE

MAY 20, 2022

1"=30' @ 11x17

T. Wall Enterprises Development, LLC

T. Wall Enterprises

City of Wausau
407 Grant Street
Wausau, WI 54403

RE: The Foundry on 3rd – Development Overview

Dear Commission & Council Members:

The Foundry on 3rd Development, LLC is pleased to present our proposal and share in the City of Wausau's vision for redevelopment of Wausau Center.

The Foundry on 3rd is working alongside Wausau Opportunity Zone (WOZ) and Greater Wausau Prosperity Partnership (GWPP) in master planning and redeveloping the former mall property.

The Development

The Foundry on 3rd will consist of two phases, that will be the first two phases in the five-part redevelopment. Phase 1 will be a five-story mixed-used building with underground parking, first floor retail, and apartments above. The commercial space will be located on Washington and 3rd street to focus on activating the street and promote walkability to 3rd street and downtown.

	Apt. Units	Commercial SF.	Underground Parking	Ramp Parking
Block 4	153	16,500	132	50
Block 5	153+	0	132	50
Total	306+	16,500	264	100

(Approximate and subject to change)

Projected Development Schedule

	Construction Start	Occupancy
Block 4	March 2023	April 2024
Block 5	February 2025	March 2026

(Approximate and subject to change)

When working with WOZ, they had shared their vision for the Wausau Center redevelopment of bringing more people to the downtown and to create a destination, a place where people can shop, dine, and interact with one another. We will execute this vision and also help close the housing gap with high-quality housing and a substantial retail and commercial component. Retail storefronts are purposefully placed along the 3rd Street corridor and facing the community green space. This would be a great location for a coffee shop, restaurant, and boutique shops.

The Foundry on 3rd will provide students, young professionals, and empty nesters a place to call home. We strive to make our apartments a “living community” not just a temporary apartment. Therefore we will include high class amenities and top of the line features at the Foundry on 3rd. Amenities include a fitness center, grilling areas, fire pit, community courtyard, club room, on site property management, Trash rooms on each floor, secured bike storage, and various other community spaces.

The units are equipped with high-quality finishes and fixtures including granite countertops, stainless steel appliances, floor to ceiling windows, and in-unit washer and dryers.

The Foundry on 3rd will provide a comprehensive list of housing choices ranging from high-efficiency studios to 3 Bedroom units. The Foundry on 3rd will utilize this range of housing choices and amenities so that we can attract individuals and families of all income levels and all lifestyles.

In addition to the amenities and benefits that this development will provide for residents, this development will also provide many benefits to the City of Wausau.
The Foundry on 3rd will:

- Provide a comprehensive mix of housing types for all
- Increase tax base from less than $1M to more than $20M
- Jumpstart economic growth and will be a Catalyst for years of future development
- Bring millions of dollars of discretionary income to support local businesses
- Work with local trades and subcontractors when feasible and possible
- Increase opportunities for small business entrepreneurs

Sustainable Development

We believe in developing communities in an environmentally sustainable and sensitive manner. All of our buildings are constructed to Focus on Energy standards with a priority on energy efficiency. Here are several of the green components that we include in our developments:

1. Solar Arrays (dependent upon the utility provider)

P.O. Box 620037 Middleton, WI 53562 608-220-8940 Nick@twallenterprises.com

2. Electric Vehicle charging stations (At least 30% of stalls will have charging stations.)
3. secured bicycle storage
4. Energy efficient LED Fixtures
5. Water Sense Showerheads
6. Energy Star rated appliances
7. Smart Thermostats (Wi-Fi enabled)
8. Low ozone emissions products (i.e. low VOCs; carpets, paints, etc.)

Design

In designing The Foundry on 3rd, we reimagined the industrial and manufacturing style with a modern look. The theme of the architecture is based on this history with large amounts of brick, metal, and larger windows. Steel cable suspended balconies will recall the heavy use of steel in industrial era warehouses and foundries. The Foundry will incorporate two brick tones and varying inset brick features to create articulation. The Foundry uses a few material variations and setbacks to create additional articulation on Washington, 3rd Street, and Jackson Street.

The building will consist of high-quality design elements and architecture that are consistent with developer's current communities. High quality meaning higher level of finishes and materials than the industry standard, such as six-foot wide hallways, nine-foot tall ceilings, insulated demising walls, luxury vinyl planking, and custom created floorplans. The Foundry's exterior building materials will be made of natural, long-lasting materials such as brick, steel, stone, and concrete.

Conclusion

We have an amazing opportunity in front of us, and The Foundry on 3rd is a development that can position the downtown for long term success.

Thank you for your consideration.

Sincerely,

The Foundry on 3rd Development, LLC
Nick Patterson
Project Manager

P.O. Box 620037 Middleton, WI 53562 608-220-8940 Nick@twallenterprises.com

DISCLOSURE STATEMENT

APPLICANT: The Foundry on 3rd Development, LLC

SPONSOR(s) NAME: Terrence R. Wall;

Terrence Wall secured a construction loan from Wells Fargo bank in the fall of 2008 to develop two office/warehouse facilities in Mesa, *AZ*. In December 2009 Wells Fargo requested a re-margin of the loan for the full loan amount even though only 75% of the loan had been drawn to construct the facilities. The borrower made all of the required payments due under the loan since inception and at no time was the loan ever in default. Wells Fargo foreclosed on the security in January 2011, subsequently sold the properties 100% vacant at a time when economy was near a low point and then filed a judgment against the borrower in the amount of approximately $2.7 million. The judgment was appealed and fully satisfied in early 2016.

MEMORANDUM

TO: Liz Brodek – Development Director

FROM: Keith Dahl - Ehlers

DATE: September 7, 2022

SUBJECT: T. Wall Enterprises Tax Increment Financing Request and Recommendation

---

The City received a financial assistance request from T. Wall Enterprises (the "Developer") to construct a mixed-use apartment building on the southwest corner at the intersection of Washington Street and North 3rd Street. The Developer requested a Municipal Revenue Obligation (MRO) Note in the principal amount of $6,200,000 to construct a 154-unit apartment and 17,520 square feet of commercial space (the "Project"). The Project would consist of studio, 1, 2, and 3-bedroom units with seven commercial tenant spaces. Construction is proposed to start this fall with an anticipated development cost slightly over $48 million or $312,095 per unit.

This memo has been prepared by Ehlers, at the request of the City, in conjunction with a review of the Project, specifically the budget and pro forma based on general industry standards for construction, land acquisition, and project costs; as well as to ensure that all development costs, rental revenues, and expenditures have been appropriately accounted for and considered. General industry standards for purposes of this memo were determined by review of similar projects within Minnesota and Wisconsin over the last two years.

Based on our review, the requested assistance is more than what is necessary for the project to become financially feasible. **We've concluded an MRO Note in the principal amount of $6,000,000 is supported for the Project.** The tables below provide a synopsis of the sources and uses for the Project with the supported amount of public assistance.

SOURCES	Amount	Pct.	Per Unit
First Mortgage	28,972,000	60.3%	188,130
MRO Note	6,000,000	12.5%	38,961
Equity	13,090,573	27.2%	85,004
TOTAL SOURCES	**48,062,573**	**100%**	**312,095**

USES	Amount	Pct.	Per Unit
Acquisition Costs	500,000	1.0%	3,247
Construction Costs	39,658,478	82.5%	257,523
Professional Services	1,399,307	2.9%	9,086
Financing Costs	2,684,035	5.6%	17,429
Developer Fee	2,403,128	5.0%	15,605
Cash Accounts/Escrows/Reserves	1,417,625	2.9%	9,205
TOTAL USES	**48,062,573**	**100%**	**312,095**

Pro Forma Analysis:

1. Financing – The Developer intends to finance the Project with a first mortgage that is approximately 60% of total development costs. Based on current underwriting conditions and lender sizing constraints, the Developer appears to be maximizing its first mortgage debt. The remaining balance of the total development costs would be covered by equity and a privately financed MRO Mortgage. The proposed financing meets our expectations for a project of its nature.

2. Total Development Costs (TDC) – The TDC is approximately $48 million or $312,095 per unit. Under current market conditions, similar projects have generally ranged between $270,000 and $350,000 per unit so the costs are in line with what we would expect under current market conditions. In addition, the per unit metric referenced does not deduct the cost of commercial space. The total residential development cost is approximately $43.2 million or $280,240 per unit.

3. Acquisition Costs – The acquisition cost is $500,000, or $3,247 per unit. Similar developments have ranged between $7,500 to $15,000 per unit. It appears the land acquisition cost is below the typical range since the land is not being appraised on an income approach or highest and best. The lower acquisition cost benefits the overall financial feasibility of the Project.

4. Developer Fee – The proposed developer fee was $2,993,353 or 6.1% of TDC. For developments requesting City assistance, we'd expect to see a developer fee between 3% to 5%. We reduced the developer fee to 5% of TDC or $2,403,128 for analysis purposes in determining the supportable amount of public assistance.

5. Residential Rents – Proposed market rate rents range between $800 per month for the smallest studio unit to $2,879 per month for a 3-bedroom unit. On a per square foot basis, market rate rents range between $1.88 to $2.25, averaging $1.99. Based on review of a CoStar multi-family market report for Wausau and the surrounding area, the proposed rents appear to be reasonable. On an average per square foot basis, other market rate apartments built within the last two years ranged between $1.64 and $2.12.

6. Commercial Rent – The commercial rents will be structured as triple net leases, meaning the tenant is responsible for paying their respective expenses of the property including property taxes, insurance, and maintenance. The commercial rent that will be collected by the Developer will be $23.00 per square foot for the restaurant tenant, $19.00 per square foot for the smaller retail spaces, and $17.00 per square foot for the larger retail spaces. The proposed triple net rents appear to be reasonable for the market. Other retail spaces built within the last two years in Wausau and the surrounding area have triple net lease rates ranging between $15.00 and $25.00 per square foot.

7. Operating Expenses – The operating expenses on a per unit basis are $1,957, which is well below the typical market range of $3,500 to $4,500 per unit per year. Please note that this per unit expense is before management fees, property taxes, and replacement reserves. While lower than the typical range, the management fee is 6% of the effective gross income

(EGI) of the Project. The typical range for management fees range between 3% to 5% of EGI. It appears the lower operating costs before management fees, property taxes, and replacement reserves is reasonable when you factor in the higher management fee.

Available Tax Increment:

The Project is currently contemplated to be located within the City's Tax Increment District (TID) #12 after boundary amendments. In consultation with the City Assessor, it is estimated the market value of the Project will be $24,520,000 ($145,000 per residential unit and $125 per commercial square foot). Based on the estimated market value, it is projected the Project will generate over $623,450 of annual tax increment. Based upon an annual 1.00% inflation factor, 80% of tax increment being available to the Developer, and a financing rate of 5.50%, the Project could support an MRO Mortgage in the maximum principal amount of $6,000,000 over a 21-year term (remaining number of years for the TID). In total, principal and interest, public assistance to the Project would be $10,800,000.

This would leave 20% of the annually collected tax increment available to the City over the remaining term of the TID to reimburse for upfront project expenditures and ongoing administrative costs related to the TID. In total, the future value sum collected by the City over 21 years could be approximately $2,803,718. Attached for reference is a cashflow projection.

Projected Return on Investment:

As part of this analysis, we want to ensure that any public assistance in the project does not result in a return on investment greater than what is typical within the industry. Return on investment (ROI) is a performance measure used to evaluate development projects. There are a few common metrics used; however, the typical industry standard is to achieve a 10% average annual cash-on-cash (COC) though this may range between 9 – 11%.

Average annual COC calculates annual net cash flow against the initial equity investment without consideration of market fluctuations on a future sale value. The calculation is simply net cash flow (after debt service) divided by the total amount of equity invested. Based on current estimates over 21-years, the Developer would achieve a 9.7% average annual COC return in the final year of tax increment assistance.

Recommendation:

Based on our review of the Developer's pro forma and under current market conditions, the Project may not reasonably be expected to occur solely through private investment within the near future. The cost associated with development of the Project is only feasible, in part, through public financial assistance from the City. We conclude an MRO Note in the principal amount of $6,000,000 with an interest rate the lesser of 5.50% or the Developer's actual rate of financing, and payable from 80% of the available tax increment over an anticipated term of 21 years is supported for this project. In total, principal and interest, public assistance to the Project would be $10,800,000.

Please contact Keith Dahl at 651-697-8500 with any questions.

City of Wausau

TID 12

Cash Flow Projection

Year	Projected Revenues			Expenditures			Balances		Year
	Tax Increments	Other Revenue	Total Revenues	MRO 10,800,000 Dated Date: TBD 80% Increment	Remaing Increment - 20%	Total Expenditures	Annual	Cumulative	
2024	0		0		0	0	0	0	2024
2025	137,066		137,066	109,653	27,413	137,066	0	0	2025
2026	458,723		458,723	366,978	91,745	458,723	0	0	2026
2027	623,453		623,453	498,762	124,691	623,453	0	0	2027
2028	629,687		629,687	503,750	125,937	629,687	0	0	2028
2029	635,984		635,984	508,787	127,197	635,984	0	0	2029
2030	642,344		642,344	513,875	128,469	642,344	0	0	2030
2031	648,768		648,768	519,014	129,754	648,768	0	0	2031
2032	655,255		655,255	524,204	131,051	655,255	0	0	2032
2033	661,808		661,808	529,446	132,362	661,808	0	0	2033
2034	668,426		668,426	534,741	133,685	668,426	0	0	2034
2035	675,110		675,110	540,088	135,022	675,110	0	0	2035
2036	681,861		681,861	545,489	136,372	681,861	0	0	2036
2037	688,680		688,680	550,944	137,736	688,680	0	0	2037
2038	695,567		695,567	556,453	139,113	695,567	(0)	(0)	2038
2039	702,522		702,522	562,018	140,504	702,522	0	(0)	2039
2040	709,548		709,548	567,638	141,910	709,548	(0)	(0)	2040
2041	716,643		716,643	573,314	143,329	716,643	(0)	(0)	2041
2042	723,809		723,809	579,048	144,762	723,809	0	(0)	2042
2043	731,048		731,048	584,838	146,210	731,048	0	(0)	2043
2044	738,358		738,358	590,686	147,672	738,358	(0)	(0)	2044
2045	745,742		745,742	527,772	217,969	745,742	(0)	(0)	2045
Total	13,570,402	0	13,565,596	10,800,000	2,803,718	13,605,380			Total

EHLERS PUBLIC FINANCE ADVISORS

FINANCE COMMITTEE
Date and Time: Tuesday, August 23, 2022 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Carol Lukens, Doug Diny
Others Present: Maryanne Groat, Jeremy Kopp, Ben Bliven, Eric Lindman, Anne Jacobson, Anne Keenan, Katie Rosenberg, Jamie Polley, Solomon King, Dustin Kraege

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The Finance Committee was called to order by Chairperson Lisa Rasmussen.

Minutes of the previous meeting: (8/10/22)
Motion by Martens, second by Lukens to approve the minutes of the previous meeting. Motion carried 5-0.

Discussion and possible action regarding ARPA funding requests and related budget modification
Lisa Rasmussen stated the lead pipe project discussed at the last meeting ranked high and they intend to also seek additional DNR funding. She indicated the committee would have the option to authorize them to proceed with access to ARPA funding if the other funding does not come through, rather expending it now and paying it back later.

Maryanne Groat stated her biggest concern was since many grants typically do not allow you to supplant other money with grant money, that this is what we would be doing. She recommended they instead authorize going ahead with the lead pipe program and if the DNR grant is not received, then we find other funding sources, which could be the ARPA money or city money. Rasmussen stated they could also not pay back the ARPA funds and if the DNR grant is received just do more lead replacement.

Eric Lindman stated he would be willing to hold the ARPA funding aside with the idea that they will also apply for the 2023 DNR funds soon. He anticipated he should have an answer from the DNR in November or December. He indicated there were a few projects on hold currently waiting for authorization before making more expenditures. He stated if the committee was comfortable providing us the authority to move ahead they would carry the costs until the DNR funds come out.

Motion by Watson, second by Diny to authorize the Public Works Director and the Water Department to go forward and continue to provide for lead service line replacements on the residential side with the understanding that if access to ARPA funding is necessary, they will come back for approval. Motion carried 5-0.

Rasmussen stated there is a new request from the Police Department to rank and score for the next meeting. She commented there is demand and interest in the community for a year-round night-time shelter option that is not winter only. She indicated the Mayor and Police Chief have been in touch with our partners at Catholic Charities who run the winter program to investigate the options for a 12-month center. The request is to seed it with ARPA funding to get it up and running for two years 2023 – 2024. She noted the Homelessness Task Force has also had discussion with United Way and the Mayor with the County.

Chief Ben Bliven confirmed this would be dollars that would allow Catholic Charities to expand their operations to 365 days per year. Currently they operate November 1st through April 30th during the colder weather months. He felt this is a need for the community.

Roberto Partarrieu, Executive Director Catholic Charities, Lacrosse, reviewed his report and the operating budget numbers provided in the online committee packet at the link below:
https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Standing%20Committees/Finance%20Committee/2022/FINC_20220823_Packet.pdf

Mayor Katie Rosenberg indicated she talked to the Deputy County Administrator about what the city is considering, inviting them to participate. She stated she has meetings lined up to talk to the United Way and with the County Administrator to discuss partnership with the county.

Sarah Watson questioned what the bottom-line total cost for a year-round day and night shelter. Partarrieu stated the total cost is $638,000 and the deficit they have for that is $388,000 annually.

Mayor Rosenberg stated she would like to collect data as we are doing this to understand who we are helping. She commented she learned an interesting statistic that unhoused individuals cost the city/county system $70,000 - $200,000 per year.

Watson requested a completed ARPA application that shows what the ask is and what the timeframe is for the spend down. Rasmussen stated after the information is emailed to the committee, they can use it to rank both proposals of either a night-time only shelter or a day and night shelter.

Discussion and possible action approving recruitment plan for Transit Director.
Lisa Rasmussen stated Transit Director Greg Seubert has submitted his retirement notice and Human Resources is recommending using an outside recruitment source to locate someone to fill the position. She commented he has been with the city about 40 years and has a lot of institutional knowledge, so we are going to need someone that is not only a visionary but also highly knowledgeable and experienced.

Kathi Zoern, Transit Commission member, commented she felt it was critical to advertise nationally to fill this position and it should not wait until after hiring an HR Director. She hoped they were able to hire someone before Greg Seubert leaves to transfer some of is expertise.

Sarah Watson questioned where funds would come from. Maryanne Groat indicated she expected it to come out of the Transit Budget from the vacancy.

Motion by Watson, second by Lukens to approve the recruitment plan and budget modification. Motion carried 5-0.

Discussion and possible action granting $1000 one-time lump non-base building market adjustment for designated employees.
Rasmussen stated this item was in this committee last year and was referred back to the HR Committee to be re-worked. Somewhere along the line there was a lot of misunderstanding about this adjustment with talk about hazard pay and bonuses, as well as pitting union against non-reps. She referred to the PowerPoint in the committee packet that shows what it takes for non-reps to get to pay maximus versus the negotiating groups, and it is an awful lot longer on the non-rep side.

Anne Keenan clarified it would affect every non-represented employee who is above mid-point. She stated last year the employees below mid-point were approved for a 3% increase every six months, but the $1,000 adjustment was sent back to HR and those above mid-point did not receive any adjustments. She commented it is harder to keep dedicated employees who have been here longer, and this was a way to help with that until we can do another market study on the pay scale. She noted the union employees in their contracts keep up with the market and Fire & Police got a 2% increase in January and another 1% mid-year and their scale is a lot shorter than the non-reps.

Maryanne Groat stated when this was initially proposed in December 2021 ARPA was the recommended funding source, but there was subsequent discussion of not using ARPA, but rather taking it out of the 2021 surplus. She stated we have not identified any new funding sources so it would be coming from the surplus.

Michael Martens reiterated that with new employees we eliminated the first two steps to give a higher starting wage and also escalated the amount of time to traverse the steps for those below mid-point. The employees below mid-point received a pretty good bump or the last 8 or 9 months. Giving this adjustment to those above mid-point is the second half of the equation.

Groat clarified typically it would come from the General Fund unless there is another revenue source. For example, Community Development Authority employees that qualify for the adjustment would be paid by the CDA; and/or Water or Sewer employees would be paid from the utility.

Motion by Lukens, second by Watson to approve the one-time adjustment with surplus funding. Motion carried 5-0.

Discussion and possible action approving 2023 a cost-of-living adjustment for non-represented employees.
Rasmussen stated the city is currently in contract negotiations with the represented groups and this is a 3% cost-of-living increase for non-represented employees that do not bargain.

Motion by Martens, second by Lukens to approve the 2023 cost-of-living adjustment. Motion carried 5-0.

Discussion and possible action approving leasing 2 skid steers for winter operations.
Dustin Kraege, Fleet Manager, explained for the last three years we have rented skid steers, but just learned this summer that the program used to accomplish this is no longer available, so now are in a time crunch. He indicated he reached out to five different vendors because there wasn't time to put out an RFP. Two of them stated they could not get them at all and two said maybe they could but wouldn't know until fall; and only one vendor can actually guarantee. He requested authorization to rent these units, so we are guaranteed to have them for winter to clear our sidewalks.

Lisa Rasmussen stated it appeared he had made a reasonable effort to secure alternative pricing and felt he could move forward with the rentals with the appropriate sole source documentation.

Sarah Watson questioned if it would be more affordable to purchase them. Kraege stated they started doing rental years ago because they had some utility tractors that broke down all the time and it was extremely hard to get parts. The decision at the time was made to move away from that with the leasing program that saved money and didn't require us to do the maintenance. But he felt if this was going to be the price going forward, he would look at other options for the future.

Motion by Watson, second by Martens to authorize DPW to move forward with the sole source leasing of 2 skid steers, with the contingency to complete the sole source paperwork. Motion carried 5-0.

Discussion and possible action regarding budget modification related to fuel budget and rolling stock replacement
Solomon King, DPW Motor Pool, explained due to fuel costs being massively out of control for a period of time the Motor Pool fuel budget is nearly depleted. He indicated some of our budget for gasoline is already overspent, diesel is close to being overspent, motor oil and grease is near done, and DEF is overspent as well. The funds requested are necessary to continue operations for all departments, noting that police, fire, sewer, water, airport, public works, and parks all fuel up at DPW.

Rasmussen indicated the three options were to consider: 1) implement a rate adjustment from department budgets; 2) transfer from the General Fund; or 3) utilize ARPA funds. She felt it was too late in the budget year to adjust the rates to the departmental budgets. Sarah Watson suggested transferring the money from the General Fund rather than using ARPA funds.

Motion by Watson, second by Lukens to approve allocation of additional funding from General Fund surplus for fuel. Motion carried 5-0.

Discussion and possible action regarding budget modification fencing project
Rasmussen stated this budget modification is a transfer request is for the Scott Street Bridge Fencing project shortfall and for Stewart Avenue 72^{nd} to 28^{th} Avenue real estate services shortfall.

Maryanne Groat pointed out the agenda item only states the fencing project and did not include the real estate services portion referred to in the resolution, so they should only approve the fencing transfer today and the real estate services will be brought to the next meeting.

Motion by Diny, second by Martens to approve the budget modification of $18,034 for the Scott Street Bridge Fencing Project. Motion carried 5-0.

Discussion and possible action regarding budget modification legal services
Rasmussen stated this request from the City Attorney's Office due to robust litigation activity this year. A 2022 Mid-Year Litigation Report was in the committee packet.

Anne Jacobson commented it has been an unprecedented year and there are 10 matters currently pending. She estimated a need for approximately $40,000 to get through the end of the year, assuming there are no major surprises.

Maryanne Groat stated a lot of these cases are related to our insurance and there is an Insurance Fund which covers building, worker's comp, and liability. She indicated there was a profit of just under $300,000 in 2021 due to lower-than-expected claims and we have strong reserves in that fund, as well as allocation set aside for longer term worker's comp claims. She recommended taking the funds from that account to fund this shortfall.

Motion by Lukens, second by Watson to allocate $40,000 from the Insurance Fund to the City Attorney's budget for legal fees. Motion carried 5-0.

Discussion and possible action regarding Debt Issuance Schedule

Maryanne Groat explained when we adopt the budget part of our Capital Plan expects that we are going to issue debt. She stated generally it is related to street and other infrastructure projects, and she has identified $4.8 million as the debt issue for 2022. *The projects are listed in the memo in the packet.* This type of expense is General Obligation Promissory Note, and we retire the debt over 10 years with a flat repayment. It will not impact the tax rate and would actually result in a lower outstanding general obligation debt at the end of the year because we will be retiring the $4.6 million of principal this year.

Groat stated she would like the committee to discuss whether they want to borrow $1.1 million for the Fleet Facility. She recommended they delay it because at this point there are not any firm plans in place and there are spend down requirements of two years to spend the debt. Thresholds must also be met during that two-year period and this could complicate our ability to meet the spend down threshold. She pointed out the year is almost over, but it is still in the budget that we would borrow for it and it is still a placeholder but it would get added on to the 2024 issue. This would bring the 2022 borrowing down to $3.7 million. She indicated given the city's equalized value, we would go down to 37.92% of allowable versus 46.88% in 2021, so we are seeing a decline in our overall outstanding general obligation debt and more capacity building.

Groat stated she would bring the issuance calendar back to the September 13th meeting for the committee to approve going forward. It would go to the Common Council on September 27th and close on November 16th. She stated last year it was called parameters debt and our Financial Adviser is recommending we do that again. The city sets the parameters for the sale.

Presentation 2021 Financial Results

Deferred to next meeting due to time constraints.

Discussion and possible action regarding General Fund Financial Reports March - April 2022

Deferred to next meeting due to time constraints.

Adjourn

Motion by Watson, second by Lukens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:45 pm.

TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: Updated September 9, 2022
RE: 2022 Debt Resolution and Presale Document – General Obligation Debt Issue

The 2022 budget contemplated issuing general obligation debt of $4,883,260 for the projects outlined below:

CITY OF WAUSAU
2022 CAPITAL PROGRAM BY FUNDING SOURCE

PROJECT DESCRIPTION	DEPT	GO CIP Notes/Bonds
WIS DOT Projects	DPW	$ 550,000
Street Improvements	DPW	1,271,300
Asphalt Overlay	DPW	275,000
Sidewalk Projects	DPW	150,000
Storm Sewer	DPW	373,500
Street Lighting	DPW	25,000
Other Capital Improvements	DPW	470,000
Fleet Facility	DPW	1,150,000
Parking Improvements	DPW	280,000
Financial HR ERP Software Replacement	CCITC	$ 338,460
TOTAL CAPITAL COSTS		$ 4,883,260

At this point the fleet facility location has not been identified by the Common Council. I would recommend delaying the issue of debt until a firm plan is place. With this delay, the funding required would be $3,733,260. The principal amount shown in the pre-sale includes debt issuance costs.

Authorizing Resolution and Pre-Sale Document

Attached is the authorizing parameters resolution drafted by our Bond Counsel Quarles and Brady. The issue is structured as a tax exempt, bank qualified General Obligation Note. This classification will garner the lowest possible interest rate for the city.

Ehlers has provided a pre-sale document which is also included in the packet. The interest rate of the issue will not be known until sale date. The parameters resolution specifies that the rate must be no more than 4.5%. This is higher than we have seen on issues for many years. A history of rates is included on the last page of the document. Higher interest rates will result in a higher annual payment. The estimated annual retirement ranges from $278,000 to $488,000.

Proposed Debt Issuance Calendar

- September 13, 2022, Finance Committee recommends debt issuance plan and authorizes staff to conduct sale using the parameters method and establishes the parameters.
- September 27, 2022, Council adopts resolution approving parameter resolution.
- October 20th – The competitive sale will occur in the morning. The sale is managed by our Financial Advisors. The advisors evaluate the bids, determine the low bid and recommend the sale.
- November 9th is the expected bond closing date.

Tax Levy Impact:

The debt service levy has hovered between $4,088,000 to $4,156,866 since 2002. While page 9 of the pre-sale document shows a decreasing levy requirement this does not take into account future annual issues. The debt levy will be impacted by higher interest rates, larger annual capital borrowings and significant projects like the public works facility project. I have requested Ehlers provide a presentation regarding future projects at a subsequent meeting.

Impact to General Obligation Outstanding Debt

Outstanding debt will *decrease* by yearend. The City retired $10,465,000 and will issue $3,700,000. Due to rapid payoff the outstanding debt will continue to decline. The city will be at about 37.92% of our authorized debt margin down from 46.88% in 2021.

Revenue Bonds

In addition to the General Obligation debt discussed above the city has Utility Revenue Debt Outstanding on September 1, 2022, as follows:

	Outstanding 9/1/2022		Maximum Loan Amount	
Revenue Bonds	$	14,755,000		
Clean Water Fund Loan	$	80,395,010	$	89,923,286
Safe Drinking Water Loan	$	39,181,434	$	44,756,287
	$	134,331,444		

The city continues to draw on the Clean Water and Safe Drinking Water Loans as contractor payments are due. In addition, the PFAS treatment plant modifications will likely require additional debt in 2023.

Quarles & Brady LLP

411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Tampa
Tucson
Washington, D.C.

September 8, 2022

VIA EMAIL

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: City of Wausau
$3,795,000 General Obligation Promissory Notes, Series 2022A

Dear Maryanne:

Attached is the **Parameters Resolution** to be adopted in connection with the above-referenced financing. We have prepared the Resolution with the information provided to us by Ehlers & Associates, Inc. ("Ehlers"). Please review the Resolution carefully.

It is our understanding that the Resolution will be considered by the Common Council at its meeting on September 27, 2022. As you know, the Resolution is structured to provide the necessary Common Council authorization for the issuance and sale of the Notes. Under the Resolution, issuance of the Notes is conditioned on you or the City Clerk approving the final terms of the Notes. Please be sure to carefully review the parameters established by the Resolution, as the terms of the Notes will have to comply with those parameters. Please note that a draft of the Approving Certificate to be signed after Ehlers provides the final pricing information is attached as an exhibit to the Resolution. Please review it carefully.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which the Resolution is adopted.

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt the Resolution. We have attached an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as one executed copy of the Certificate of Compliance with Open Meeting Law and Excerpts of Minutes to us for our review. All of these originally signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of the September 27, 2022 meeting.

We are also attaching a **Municipal Information Questionnaire** and a **Private Activity and Other Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return these questionnaires to us before the September 27, 2022 meeting. They contain information which will help us draft the closing documents which will be required in connection with this financing.

Please feel free to contact me at (414) 277-5761 or any member of the Quarles & Brady LLP public finance team if you have any questions or comments.

Very truly yours,

QUARLES & BRADY LLP

Rebecca A. Speckhard

RAS:BJK:TAB
Enclosures
#940025.00100
cc: Ms. Kaitlyn Bernarde (w/enc. via email)
Ms. Mary Goede (w/enc. via email)
Ms. Emily Ley (w/enc. via email)
Anne Jacobson, Esq. (w/enc. via email)
Mr. Philip Cosson (w/enc. via email)
Mr. Jon Cameron (w/enc. via email)
Mr. Brian Roemer (w/enc. via email)
Ms. Kathy Myers (w/enc. via email)
Ms. Sue Porter (w/enc. via email)
Ms. Bridgette Keating (w/enc. via email)
Ms. Tracy Berrones (w/enc. via email)

RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED $3,795,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2022A

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Wausau, Marathon County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of street, sidewalk and storm water projects, parking improvements, software replacement and other capital improvements (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is in the best interest of the City to direct its financial advisor, Ehlers & Associates, Inc. ("Ehlers"), to take the steps necessary for the City to offer and sell the general obligation promissory notes (the "Notes") at public sale and to obtain bids for the purchase of the Notes; and

WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to each of the Finance Director/Treasurer and City Clerk (each, an "Authorized Officer") of the City the authority to accept on behalf of the City the bid for the Notes that results in the lowest true interest cost for the Notes (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, the City is authorized to borrow pursuant to Section 67.12(12) Wisconsin Statutes, the principal sum of not to exceed THREE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS ($3,795,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 17 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed THREE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS ($3,795,000). The purchase price to be paid to the City for the Notes shall not be less than 99.0% nor more than 106.0% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2022A"; shall be issued in the aggregate principal amount of up to $3,795,000; shall be dated as of their date of issuance; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to $100,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed $3,795,000. The schedule below assumes the Notes are issued in the aggregate principal amount of $3,795,000.

Date	Principal Amount
04-01-2023	$175,000
04-01-2024	315,000
04-01-2025	370,000
04-01-2026	380,000
04-01-2027	390,000
04-01-2028	400,000
04-01-2029	410,000
04-01-2030	425,000
04-01-2031	450,000
04-01-2032	480,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 4.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2022 through 2031 for the payments due in the years 2023 through 2032 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2022A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by the City's financial advisor, Ehlers & Associates, Inc.

Section 17. Conditions on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until the condition is satisfied. Upon satisfaction of the condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 18. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and

Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded September 27, 2022.

____

Katie Rosenberg
Mayor

ATTEST:

____

Kaitlyn Bernarde
City Clerk

(SEAL)

EXHIBIT A TO RESOLUTION

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned officer of the City of Wausau, Marathon County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On September 27, 2022, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed $3,795,000 General Obligation Promissory Notes, Series 2022A of the City (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _________________ (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal") and results in the lowest true interest cost for the Notes. Ehlers & Associates, Inc. recommends the City accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of $__________, which is not more than the $3,795,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than $100,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

Date	Resolution Schedule	Actual Amount
04-01-2023	$175,000	$___________
04-01-2024	315,000	___________
04-01-2025	370,000	___________
04-01-2026	380,000	___________
04-01-2027	390,000	___________
04-01-2028	400,000	___________
04-01-2029	410,000	___________
04-01-2030	425,000	___________
04-01-2031	450,000	___________
04-01-2032	480,000	___________

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _________%, which is not in excess of 4.50%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of $_________, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.0% nor more than 106.0% of the principal amount of the Notes, as required by the Resolution.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes maturing on April 1, ______ and thereafter, are subject to redemption prior to maturity, at the option of the City, on April 1, ______ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.

6. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _______________________, 2022 pursuant to the authority delegated to me in the Resolution.

____

Maryanne A. Groat
Finance Director/Treasurer

OR

____

Kaitlyn Bernarde
City Clerk

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Notes due on April 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)]

EXHIBIT B TO RESOLUTION

(Form of Note)

	UNITED STATES OF AMERICA	
REGISTERED	STATE OF WISCONSIN	DOLLARS
	MARATHON COUNTY	
NO. R-___	CITY OF WAUSAU	$_______

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2022A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	__________, 2022	____%	______

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _______________________ THOUSAND DOLLARS ($__________)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $________, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street, sidewalk and storm water projects, parking improvements, software replacement and other capital improvements, as authorized by a resolution adopted on September 27, 2022, as supplemented by an Approving Certificate (the

"Approving Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

[The Notes are not subject to optional redemption.] [The Notes maturing on April 1, ________ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, ________ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.]

[The Notes maturing in the years ________ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Wausau, Marathon County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

By: ________________________________
Katie Rosenberg
Mayor

(SEAL)

By: ________________________________
Kaitlyn Bernarde
City Clerk

Date of Authentication: _______________, ______

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Wausau, Marathon County, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By____________________________
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____
(Name and Address of Assignee)

____
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints ______________________________________, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____________________

Signature Guaranteed:

____
(e.g. Bank, Trust Company or Securities Firm)

____
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

____
(Authorized Officer)

September 27, 2022

PRE-SALE REPORT FOR

City of Wausau, Wisconsin

$3,795,000 General Obligation Promissory Notes, Series 2022A

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West, Suite 100
Waukesha, WI 53188

Advisors:

Philip Cosson, Senior Municipal Advisor
Jon Cameron, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$3,795,000 General Obligation Promissory Notes, Series 2022A

Purposes:

The proposed issue includes financing for the following purposes:

2022 Capital Projects

- DPW and CCTC projects. Debt service will be paid from ad valorem property taxes.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City's total General Obligation debt principal outstanding will be approximately $70.6 million, which is 38% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $113.4 million.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on April 1 in the years 2023 through 2032. Interest is payable every six months beginning April 1, 2023.

The Notes will be subject to prepayment at the discretion of the City on February 1, 2029, or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than $10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aa3". The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating if the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. We will solicit competitive bids for the purchase of the Notes from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

For this issue of Notes, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

Parameters:

The Common Council will consider adoption of a Parameters Resolution on October 20, 2022, which delegates authority to the Finance Director/Treasurer or the City Clerk to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

* Issue size not to exceed $3,795,000

* Maximum Bid of 106.0%

* Minimum Bid of 99.0%

* Maximum True Interest Cost (TIC) of 4.50%

* Maturity Schedule Adjustments not to exceed $100,000 per maturity

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitation, 6) investments yield restrictions, 7) de minimis rules, or 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Notes with an arbitrage expert to utilize one or more of the exceptions listed above.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	September 27, 2022
Conference with Rating Agency:	Week of October 10, 2022
Due Diligence Call to review Official Statement:	Week of October 10, 2022
Distribute Official Statement:	August 2, 2022
Designated Officials Award Sale of the Notes:	October 20, 2022
Estimated Closing Date:	November 9, 2022

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Tax Impact Analysis

Bond Buyer Index

EHLERS' CONTACTS

Philip Cosson, Senior Municipal Advisor	(262) 796-6161
Jon Cameron, Senior Municipal Advisor	(262) 796-6179
Sue Porter, Senior Public Finance Analyst/Marketing Coordinator	(262) 796-6167
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Existing Debt Service Sources of Repayment and Levy Impact Analysis

Projected Rate Impact

YEAR	General Obligation Debt	BID Premium Dep to DS	TID #3	TID #6	TID #7	TID #8	TID #9	TID #10	TID #11	TID #12	Water Utility	Sewer Utility	Fund Balance Applied	Total of All Sources	Tax Levy for Debt	Projected Equalized Value	% Change	Net Rate	YEAR
2020	12,284,338	(315,512)	(3,578,420)	(2,599,453)	(51,800)	(625,005)	(65,520)	(138,773)				(311,063)	(475,794)	(8,161,339)	4,123,000	2,835,181,500	-5.53%	1.45	2020
2021	11,853,332	(99,385)	(2,880,352)	(3,186,068)	(42,750)	(551,240)	(64,125)	(141,410)	(488,025)	(36,367)		(303,750)		(7,793,472)	4,059,860	3,188,374,300	12.46%	1.27	2021
2022	12,326,850	(196,844)	(3,176,723)	(2,881,923)	(41,720)	(559,315)	(62,580)	(143,723)	(1,018,835)	(121,265)				(8,202,929)	4,123,921	3,220,258,043	1.00%	1.28	2022
2023	11,324,193	(132,584)	(2,083,248)	(2,799,375)	(40,590)	(547,388)	(60,885)	(141,029)	(912,163)	(774,375)				(7,491,635)	3,832,558	3,252,460,623	1.00%	1.18	2023
2024	10,741,067		(2,091,158)	(2,603,200)		(554,931)		(143,210)	(911,305)	(775,410)				(7,079,214)	3,661,852	3,284,985,230	1.00%	1.11	2024
2025	10,249,412		(2,080,575)	(2,587,925)		(548,181)		(140,210)	(912,310)	(765,105)				(7,034,307)	3,215,105	3,317,835,082	1.00%	0.97	2025
2026	8,298,311		(3,244,707)			(463,425)		(136,910)	(912,408)	(758,475)				(5,515,925)	2,782,386	3,351,013,433	1.00%	0.83	2026
2027	5,844,026		(1,542,180)			(459,475)		(138,235)	(917,875)	(362,825)				(3,420,590)	2,423,436	3,384,523,567	1.00%	0.72	2027
2028	5,540,629		(1,545,370)			(455,425)		(139,410)	(918,373)	(363,515)				(3,422,093)	2,118,536	3,418,368,803	1.00%	0.62	2028
2029	5,274,673		(1,536,970)			(451,163)		(140,435)	(912,520)	(363,718)				(3,404,805)	1,869,868	3,452,552,491	1.00%	0.54	2029
2030	4,583,226		(1,423,600)			(149,688)		(111,705)	(905,648)	(363,560)				(2,954,200)	1,629,026	3,487,078,016	1.00%	0.47	2030
2031	3,446,238		(923,650)			(52,113)			(902,813)	(323,425)				(2,202,000)	1,244,238	3,521,948,796	1.00%	0.35	2031
2032	1,740,849					(40,650)			(492,655)	(323,305)				(856,610)	884,239	3,557,168,284	1.00%	0.25	2032
2033	1,688,900								(490,408)	(327,753)				(818,160)	870,740	3,592,739,967	1.00%	0.24	2033
2034	1,523,798								(492,568)	(326,755)				(819,323)	704,475	3,628,667,366	1.00%	0.19	2034
2035	1,514,916								(489,244)	(325,348)				(814,591)	700,325	3,664,954,040	1.00%	0.19	2035
2036	822,745									(323,520)				(323,520)	499,225	3,701,603,580	1.00%	0.13	2036
2037	289,113													0	289,113	3,738,619,616	1.00%	0.08	2037
2038	291,550													0	291,550	3,776,005,812	1.00%	0.08	2038
2039	283,850													0	283,850	3,813,765,870	1.00%	0.07	2039
TOTALS	109,922,014	(969,242)	(29,360,741)	(18,617,639)	(307,843)	(5,808,375)	(324,908)	(1,655,921)	(11,677,146)	(6,634,719)	(227,250)	(932,813)	(656,986)	(77,173,582)	32,748,432				

Capital Financing Plan Sizing

	Pre Sale GO Notes 2022A
Projects	
DPW Projects	3,394,800
HR Software	305,200
Funding Needs	3,700,000
Issuance Expenses	
Municipal Advisor/Due Dillegence	19,500
Bond Counsel	14,000
Disclosure Counsel	9,100
Paying Agent If terms	850
Rating	14,500
Underwriter Fees	37,950
Total Funds Needed	3,795,900
Less Interest Earnings 0.50% for 3 months	(4,625)
Rounding	3,725
Size of Issue	3,795,000

Allocation of General Obligation Notes, 2022

	DPW Projects				HR Software				TOTAL		
Year	Principal (4/1)	Rate	Interest	Total	Principal (4/1)	Rate	Interest	Total	Principal	Interest	Total
2022									-	-	-
2023	145,000	2.80%	94,885	239,885	30,000	2.80%	8,281	38,281	175,000	103,166	278,166
2024	285,000	2.85%	100,231	385,231	30,000	2.85%	8,460	38,460	315,000	108,691	423,691
2025	340,000	2.90%	91,240	431,240	30,000	2.90%	7,598	37,598	370,000	98,838	468,838
2026	350,000	2.95%	81,148	431,148	30,000	2.95%	6,720	36,720	380,000	87,868	467,868
2027	360,000	3.00%	70,585	430,585	30,000	3.00%	5,828	35,828	390,000	76,413	466,413
2028	370,000	3.05%	59,543	429,543	30,000	3.05%	4,920	34,920	400,000	64,463	464,463
2029	380,000	3.15%	47,915	427,915	30,000	3.15%	3,990	33,990	410,000	51,905	461,905
2030	390,000	3.25%	35,593	425,593	35,000	3.25%	2,949	37,949	425,000	38,541	463,541
2031	415,000	3.35%	22,304	437,304	35,000	3.35%	1,794	36,794	450,000	24,098	474,098
2032	445,000	3.45%	7,676	452,676	35,000	3.45%	604	35,604	480,000	8,280	488,280
2033											
2034											
2035											
2036											
2037											
2038											
2039											
2040											
2041											
2042											
2043									-	-	-
2044									-	-	-
	$ 3,480,000		$ 611,119	$ 4,091,119	$ 315,000		$ 51,142	$ 366,142	$ 3,795,000	$ 662,261	$ 4,457,261

Rates based on "Aa3" rates on 8/29/22 + .45

Projected Impact of Proposed Projects

Existing General Obligation Debt Only

YEAR	Equalized Value Projection (TID Out)	Change in EV	Total Payment (P&I)	Total Less Non Levy Revenues	Net Debt Service Levy	Debt Service Tax Rate
2020	2,835,181,500	-5.53%	12,284,338	(8,161,339)	4,123,000	1.45
2021	3,188,374,300	12.46%	11,853,332	(7,793,472)	4,059,860	1.27
2022	3,220,258,043	1.00%	12,326,850	(8,202,929)	4,123,921	1.28
2023	3,252,460,623	1.00%	11,324,193	(7,491,635)	3,832,558	1.18
2024	3,284,985,230	1.00%	10,741,067	(7,079,214)	3,661,852	1.11
2025	3,317,835,082	1.00%	10,249,412	(7,034,307)	3,215,105	0.97
2026	3,351,013,433	1.00%	8,298,311	(5,515,925)	2,782,386	0.83
2027	3,384,523,567	1.00%	5,844,026	(3,420,590)	2,423,436	0.72
2028	3,418,368,803	1.00%	5,540,629	(3,422,093)	2,118,536	0.62
2029	3,452,552,491	1.00%	5,274,673	(3,404,805)	1,869,868	0.54
2030	3,487,078,016	1.00%	4,583,226	(2,954,200)	1,629,026	0.47
2031	3,521,948,796	1.00%	3,446,238	(2,202,000)	1,244,238	0.35
2032	3,557,168,284	1.00%	1,740,849	(856,610)	884,239	0.25
2033	3,592,739,967	1.00%	1,688,900	(818,160)	870,740	0.24
2034	3,628,667,366	1.00%	1,523,798	(819,323)	704,475	0.19
2035	3,664,954,040	1.00%	1,514,916	(814,591)	700,325	0.19
2036	3,701,603,580	1.00%	822,745	(323,520)	499,225	0.13
2037	3,738,619,616	1.00%	289,113		289,113	0.08
2038	3,776,005,812	1.00%	291,550		291,550	0.08
2039	3,813,765,870	1.00%	283,850		283,850	0.07
2040	3,851,903,529	1.00%				
2041	3,890,422,564	1.00%				
2042	3,929,326,790	1.00%				
2043	3,968,620,058	1.00%				
TOTALS			109,922,014	(77,173,582)	32,748,432	

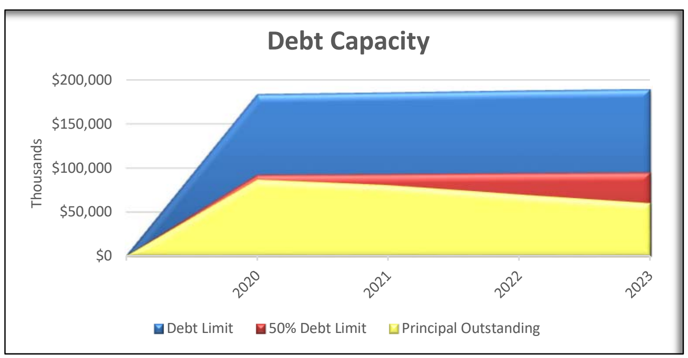
Projected Debt Service

	General Obligation Notes, 2022A $3,795,000 Dated 11-9-2022				Capital Plan Debt Service			Fund Balance Applied	Total Projected Debt Service less Abatements	Net Debt Service Levy	Levy Change	Debt Service Tax Rate	
YEAR	Prin (4/1)	Rate	Interest	Total	Principal	Interest	Total						YEAR
2020										4,123,000		1.45	2020
2021										4,059,860	(63,139)	1.27	2021
2022								(921)	(921)	4,123,000	63,140	1.28	2022
2023	175,000	2.800%	103,166	278,166	175,000	103,166	278,166		278,166	4,110,724	(12,276)	1.26	2023
2024	315,000	2.850%	108,691	423,691	315,000	108,691	423,691		423,691	4,085,544	(25,181)	1.24	2024
2025	370,000	2.900%	98,838	468,838	370,000	98,838	468,838		468,838	3,683,943	(401,601)	1.11	2025
2026	380,000	2.950%	87,868	467,868	380,000	87,868	467,868		467,868	3,250,254	(433,689)	0.97	2026
2027	390,000	3.000%	76,413	466,413	390,000	76,413	466,413		466,413	2,889,849	(360,405)	0.85	2027
2028	400,000	3.050%	64,463	464,463	400,000	64,463	464,463		464,463	2,582,999	(306,850)	0.76	2028
2029	410,000	3.150%	51,905	461,905	410,000	51,905	461,905		461,905	2,331,773	(251,226)	0.68	2029
2030	425,000	3.250%	38,541	463,541	425,000	38,541	463,541		463,541	2,092,568	(239,205)	0.60	2030
2031	450,000	3.350%	24,098	474,098	450,000	24,098	474,098		474,098	1,718,336	(374,232)	0.49	2031
2032	480,000	3.450%	8,280	488,280	480,000	8,280	488,280		488,280	1,372,519	(345,817)	0.39	2032
2033										870,740	(501,779)	0.24	2033
2034										704,475	(166,265)	0.19	2034
2035										700,325	(4,150)	0.19	2035
2036										499,225	(201,100)	0.13	2036
2037										289,113	(210,113)	0.08	2037
2038										291,550	2,438	0.08	2038
2039										283,850	(7,700)	0.07	2039
2040										0	(283,850)	0.00	2040
2041												0.00	2041
2042												0.00	2042
2043												0.00	2043
TOTALS	3,795,000		662,261	4,457,261	3,795,000	662,261	4,457,261		4,456,340	37,204,772			TOTALS

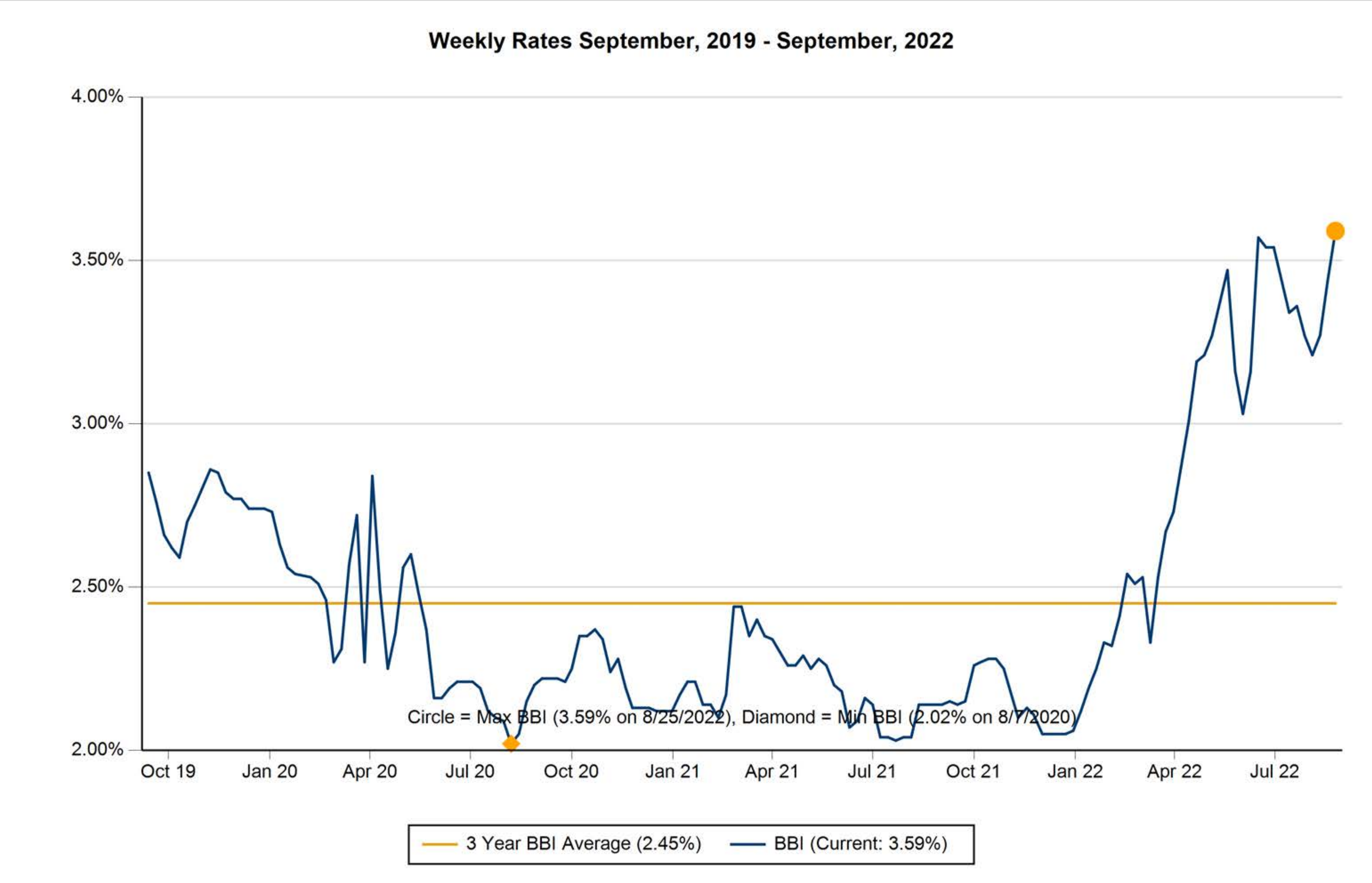
Current and Projected Debt Limit Calculations

Year	Projected Equalized Value (TID IN)[1]	Change in EV	Existing General Obligation Debt				Projected General Obligation Debt			Residual Capacity	Year
			Debt Limit	50% Debt Limit	Principal Outstanding	% of Limit	2022 Notes	Principal Outstanding	% of Limit		
2020	3,671,755,668	12.46%	183,587,783	91,793,892	86,562,728	47.15%		86,562,728	47.15%	97,025,055	2020
2021	3,708,473,224	1.00%	185,423,661	92,711,831	76,524,779	41.27%	3,795,000	80,319,779	43.32%	105,103,882	2021
2022	3,745,557,956	1.00%	187,277,898	93,638,949	66,059,779	35.27%	3,795,000	69,854,779	37.30%	117,423,119	2022
2023	3,783,013,536	1.00%	189,150,677	94,575,338	56,269,779	29.75%	3,620,000	59,889,779	31.66%	129,260,898	2023
2024	3,820,843,671	1.00%	191,042,184	95,521,092	46,814,779	24.50%	3,305,000	50,119,779	26.23%	140,922,405	2024
2025	3,859,052,108	1.00%	192,952,605	96,476,303	37,619,779	19.50%	2,935,000	40,554,779	21.02%	152,397,826	2025
2026	3,897,642,629	1.00%	194,882,131	97,441,066	30,200,000	15.50%	2,555,000	32,755,000	16.81%	162,127,131	2026
2027	3,936,619,055	1.00%	196,830,953	98,415,476	25,010,000	12.71%	2,165,000	27,175,000	13.81%	169,655,953	2027
2028	3,975,985,246	1.00%	198,799,262	99,399,631	20,000,000	10.06%	1,765,000	21,765,000	10.95%	177,034,262	2028
2029	4,015,745,098	1.00%	200,787,255	100,393,627	15,140,000	7.54%	1,355,000	16,495,000	8.22%	184,292,255	2029
2030	4,055,902,549	1.00%	202,795,127	101,397,564	10,865,000	5.36%	930,000	11,795,000	5.82%	191,000,127	2030
2031	4,096,461,575	1.00%	204,823,079	102,411,539	7,640,000	3.73%	480,000	8,120,000	3.96%	196,703,079	2031
2032	4,137,426,191	1.00%	206,871,310	103,435,655	6,065,000	2.93%		6,065,000	2.93%	200,806,310	2032
2033	4,178,800,453	1.00%	208,940,023	104,470,011	4,505,000	2.16%		4,505,000	2.16%	204,435,023	2033
2034	4,220,588,457	1.00%	211,029,423	105,514,711	3,075,000	1.46%		3,075,000	1.46%	207,954,423	2034
2035	4,262,794,342	1.00%	213,139,717	106,569,859	1,620,000	0.76%		1,620,000	0.76%	211,519,717	2035
2036	4,305,422,285	1.00%	215,271,114	107,635,557	830,000	0.39%		830,000	0.39%	214,441,114	2036
2037	4,348,476,508	1.00%	217,423,825	108,711,913	560,000	0.26%		560,000	0.26%	216,863,825	2037
2038	4,391,961,273	1.00%	219,598,064	109,799,032	280,000	0.13%		280,000	0.13%	219,318,064	2038
2039	4,435,880,886	1.00%	221,794,044	110,897,022	0			0	0.00%	221,794,044	2039
2040	4,480,239,695	1.00%	224,011,985	112,005,992				0	0.00%	224,011,985	2040
2041	4,525,042,092	1.00%	226,252,105	113,126,052				0	0.00%	226,252,105	2041
2042	4,570,292,513	1.00%	228,514,626	114,257,313				0	0.00%	228,514,626	2042
2043	4,615,995,438	1.00%	230,799,772	115,399,886				0	0.00%	230,799,772	2043

NOTES:



3 YEAR TREND IN MUNICIPAL BOND INDICES



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer

EHLERS PUBLIC FINANCE ADVISORS

CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Public Health c Impacts of COVID 19

SPENDING ON RESPONDING TO NEGATIVE ECONOMIC IMPACT

While the pandemic impacted millions of American households and businesses it caused disporportionate impacts or more severe impacts to certain communities and populations. These severe and disporportionate households, communities, small businesses and nonprofits are presumed eligible for services that respond to the impact they experience.

Project Title	Catholic Charities Warming Center Year Round Expansion		
Department	**Police Department**	Contact Name:	**Ben Bliven**
Priority 1-6 (low-high)	**5 - Urgent**		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Program Administration (Check all that apply)

	Internal Administration	X	Subrecipient (Identify) - Catholic Charities

Impacted Households Small Business, Nonprofit and Impacted Industries (Check all that Apply)

X	Assistance to Low or Moderate income households		Assistance to Small Business (describe)
X	Assistance in a Qualified Census Tract		Aid to Impacted Industries (Describe)
X	Assistance to Nonprofits (Describe)		

PROGRAM DESCRIPTION
attach additional information if needed

Community leaders have been in discussions regarding the ongoing crisis of homelessness in the Wausau community. One of the items regularly discussed is the gap in housing / shelter that exists in the Wausau community for homeless individuals from May 1 - October 31 annually when the Catholic Charities Warming Center is closed for business. Both Eau Claire and Lacrosse have year round warming centers for homeless individuals. City leaders have approached Catholic Charities to gauge their interest and ability to open the Warming Center on a year-round basis. Leadership of Catholic Charities has indicated their willingness and interest in opening that shelter on a year-round basis, however they have a revenue shortfall of $270,000 annually to run a year-round shelter. This ARPA request would cover the gap in funding for 2023 and 2024 for Catholic Charities to operate a 12 month overnight Warming Center.

PROGRAM ADMINISTRATION
Describe how the proposed program will be administered, the recipient eligibility requirements and the outreach plan

I have attached to this document a memo from the Catholic Charities Diocese of Lacrosse that outlines the program and budget.

OTHER AVAILABLE FUNDING SOURCES FOR THE PROGRAM (check all that apply)

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - FINANCIAL DETAIL

Catholic Charities Warming Center Year Round Expansion

ONE TIME EXPENSE		2022	2023	2024	2025	2026	Total
Administrative Costs							-
Financial Assistance Grants							-
Financial Assistance Loans							
Neighborhood Investments							
Lead Remediation							-
Improvements to vacant and abandoned Properties							-
Other(Describe)	Homeless Warming Center		270,000	270,000			540,000
Total Costs		$ -	$ 270,000	$ 270,000	$ -	$ -	$ 540,000
FUNDING SOURCES							
ARPA Funding			270,000	270,000			540,000
Donations							-
User Fees							-
Debt Issuance							-
Other Grant Income							-
Other (Describe)							-
Total Sources		$ -	$ 270,000	$ 270,000	$ -	$ -	$ 540,000
Shortfall		$ -	$ -	$ -	$ -	$ -	$ -

ONGOING NEW OPERATIONAL EXP		2022	2023	2024	2025	2026	Total
Administrative Costs							-
Financial Assistance Grants							-
Financial Assistance Loans							-
Neighborhood Investments							
Lead Remediation							
Improvements to vacant and abandoned Properties							
Other (Describe)							-
Total		$ -	$ -	$ -	$ -	$ -	$ -
FUNDING SOURCES							
ARPA Funding							-
Donations							-
User Fees							-
Other Grant Income							-
Other (Describe)							-
Total		$ -	$ -	$ -	$ -	$ -	$ -
NET LEVY REQUIREMENT		$ -	$ -	$ -	$ -	$ -	$ -

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed

N/A

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - CALENDAR

Catholic Charities Warming Center Year Round Expansion

	TIME FRAME (Start/End by Month)											
YEAR 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

	TIME FRAME (Start/End Dates by Month)											
YEAR 2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Operate Warming Center					x	x	x	x	x	x		
Task: Program Disbursements					270000							
Task:												
Task:												
Task:												
Task:												

	TIME FRAME (Start/End Dates by Month)											
YEAR 2024 ***funds must be obligated by 12/31/2024***	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Operate Warming Center					x	x	x	x	x	x		
Task: Program Disbursements					270000							
Task:												
Task:												
Task:												
Task:												

	TIME FRAME (Start/End Dates by Month)											
YEAR 2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

	TIME FRAME (Start/End Dates by Month)											
YEAR 2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Public Health c Impacts of COVID 19

SPENDING ON RESPONDING TO NEGATIVE ECONOMIC IMPACT

While the pandemic impacted millions of American households and businesses it caused disporportionate impacts or more severe impacts to certain communities and populations. These severe and disporportionate households, communities, small businesses and nonprofits are presumed eligible for services that respond to the impact they experience.

Project Title	**Catholic Charities Warming Center Year Round Expansion INCLUDING DAY CENTER**		
Department	**Police Department**	Contact Name:	**Ben Bliven**
Priority 1-6 (low-high)	**5 - Urgent**		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Program Administration (Check all that apply)

	Internal Administration	X	Subrecipient (Identify) - Catholic Charities

Impacted Households Small Business, Nonprofit and Impacted Industries (Check all that Apply)

X	Assistance to Low or Moderate income households		Assistance to Small Business (describe)
X	Assistance in a Qualified Census Tract		Aid to Impacted Industries (Describe)
X	Assistance to Nonprofits (Describe)		

PROGRAM DESCRIPTION
attach additional information if needed

This updated request includes the cost for Catholic Charities to run and operate a Day Center. Community leaders have been in discussions regarding the ongoing crisis of homelessness in the Wausau community. One of the items regularly discussed is the gap in housing / shelter that exists in the Wausau community for homeless individuals from May 1 - October 31 annually when the Catholic Charities Warming Center is closed for business. Both Eau Claire and Lacrosse have year round warming centers for homeless individuals. City leaders have approached Catholic Charities to gauge their interest and ability to open the Warming Center on a year-round basis. Leadership of Catholic Charities has indicated their willingness and interest in opening that shelter on a year-round basis, however they have a revenue shortfall of $$388,995 annually to run a year-round day and nighttime shelter. This ARPA request would cover the gap in funding for 2023 and 2024 for Catholic Charities to operate a 12 month day and night Warming Center.

PROGRAM ADMINISTRATION
Describe how the proposed program will be administered, the recipient eligibility requirements and the outreach plan

I have attached to this document a memo from the Catholic Charities Diocese of Lacrosse that outlines the program and budget.

OTHER AVAILABLE FUNDING SOURCES FOR THE PROGRAM (check all that apply)

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - FINANCIAL DETAIL

Catholic Charities Warming Center Year Round Expansion INCLUDING DAY CENTER

ONE TIME EXPENSE		2022	2023	2024	2025	2026	Total
Administrative Costs							-
Financial Assistance Grants							-
Financial Assistance Loans							
Neighborhood Investments							
Lead Remediation							-
Improvements to vacant and abandoned Properties							-
Other(Describe)	Homeless Warming Center		388,995	388,995			777,991
							-
Total Costs		$ -	388,995	388,995	$ -	$ -	777,991
FUNDING SOURCES							
ARPA Funding			388,995	388,995			777,991
Donations							-
User Fees							-
Debt Issuance							-
Other Grant Income							-
Other (Describe)							-
Total Sources		$ -	$ 388,995	$ 388,995	$ -	$ -	$ 777,991
Shortfall		$ -	$ -	$ -	$ -	$ -	$ -

ONGOING NEW OPERATIONAL EXP		2022	2023	2024	2025	2026	Total
Administrative Costs							-
Financial Assistance Grants							-
Financial Assistance Loans							-
Neighborhood Investments							
Lead Remediation							
Improvements to vacant and abandoned Properties							
Other (Describe)							-
Total		$ -	$ -	$ -	$ -	$ -	$ -
FUNDING SOURCES							
ARPA Funding							-
Donations							-
User Fees							-
Other Grant Income							-
Other (Describe)							-
Total		$ -	$ -	$ -	$ -	$ -	$ -
NET LEVY REQUIREMENT		$ -	$ -	$ -	$ -	$ -	$ -

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed

N/A

RESPONDING TO NEGATIVE ECONOMIC IMPACTS - CALENDAR

Catholic Charities Warming Center Year Round Expansion INCLUDING DAY CENTER

	TIME FRAME (Start/End by Month)											
YEAR 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

	TIME FRAME (Start/End Dates by Month)											
YEAR 2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Operate Warming Center					x	x	x	x	x	x		
Task: Program Disbursements					388,995							
Task:												
Task:												
Task:												
Task:												

	TIME FRAME (Start/End Dates by Month)											
YEAR 2024 ***funds must be obligated by 12/31/2024***	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Operate Warming Center					x	x	x	x	x	x		
Task: Program Disbursements					388,995							
Task:												
Task:												
Task:												
Task:												

	TIME FRAME (Start/End Dates by Month)											
YEAR 2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

	TIME FRAME (Start/End Dates by Month)											
YEAR 2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task: Program Design												
Task: Program Outreach												
Task: Program Submissions												
Task: Program Disbursements												
Task:												
Task:												
Task:												
Task:												

CATHOLIC CHARITIES
Income Statement - Social Services - Warming Center - Wausau
For the Four Months Ending April 30, 2022

	21-22 Season Nov to April	*Budget - 365 Night Services*	*Budget - 365 Days and Day services*	Comments
Revenues	**Revenues**	**Revenues**	**Revenues**	
Gov't Grants/Contract-Federal	$80,807.00	$41,100.00	$41,100.00	Had Covid funds in 21-22 season
Gifts/Donations	$164,535.49	$172,333.32	$172,333.32	Majority of Donations come in December/January
Foundations	$12,000.00	$24,000.00	$24,000.00	
Total Revenues	**$257,342.49**	**$237,433.32**	**$237,433.32**	
Expenses	**Expenses**	**Expenses**	**Expenses**	
Salaries	$74,683.96	$153,887.92	$218,367.92	To operate 365 days, we need 8 full time persons to cover
Seasonal Salaries	$56,313.51	$95,565.38	$121,357.38	all the shifts
Workers Comp	$802.97	$1,605.94	$1,605.94	
Life, STD, LTD	$286.58	$1,146.32	$1,146.32	
Dental	$489.07	$3,708.87	$4,978.14	
Health	$8,060.22	$61,911.00	$82,548.00	
IRA 401K/Roth	$166.36	$665.44	$665.44	
FICA/Medicare	$9,081.43	$19,083.18	$25,988.99	
Unemployment Comp	$507.26	$1,014.52	$1,014.52	
Cafeteria Plan Fees	$5.69	$11.38	$11.38	
Personnel Subtotal	$150,397.05	$338,599.95	$457,684.03	
Admin Personnel Allocation	$26,118.97	$40,631.99	$54,922.08	
Total Personnel	**$176,516.02**	**$379,231.94**	**$512,606.11**	
Indirect Expenses				
Auditing Fees	$0.00	$1,000.00	$1,000.00	
Office Supplies	$1,002.58	$2,000.00	$2,000.00	
Computer Accessories	$1,731.13	$3,462.26	$3,462.26	
Telephone-Local	$1,303.06	$2,606.12	$2,606.12	
ISP/Online	$376.22	$752.44	$752.44	
Building Rent	$19,531.97	$46,690.00	$46,690.00	
Contract Maintenance	$2,950.37	$5,900.74	$5,900.74	
Heat/Utilities	$3,465.70	$6,931.40	$6,931.40	
Maintenance Supplies	$170.00	$340.00	$340.00	
Depreciation	$30.64	$61.28	$61.28	
D&O&EPI Insurance	$237.37	$474.74	$474.74	
Business Insurance	$2,085.07	$4,170.14	$4,170.14	

CATHOLIC CHARITIES
Income Statement - Social Services - Warming Center - Wausau
For the Four Months Ending April 30, 2022

	21-22 Season Nov to April	*Budget - 365 Night Services*	*Budget - 365 Days and Day services*	Comments
Indirect Subtotal	$32,884.11	$74,389.12	$74,389.12	
Admin Indirect Allocation	$4,550.31	$8,926.69	$8,926.69	
Total Indirect	**$37,434.42**	**$83,315.81**	**$83,315.81**	
Direct Expenses				
Contract Services	$985.19	$1,970.38	$1,970.38	
Computer Software	$104.82	$209.64	$209.64	
Cellular Phone	$583.85	$1,167.70	$1,167.70	
Printing	$2,866.86	$5,733.72	$5,733.72	
Service Fees	$432.22	$864.44	$864.44	
Program Postage	$626.31	$1,252.62	$1,252.62	
Program Materials	$5,800.29	$11,600.58	$11,600.58	
Program Membership	$167.50	$335.00	$335.00	
Gas & Mileage	$1,156.69	$2,313.38	$2,313.38	
Licenses	$0.00	$0.00	$0.00	
Program Licenses	$524.67	$1,049.34	$1,049.34	
Host Meetings	$271.53	$543.06	$543.06	
Travel & Lodging	$431.99	$863.98	$863.98	
Professional Development	$109.34	$218.68	$218.68	
Meals	$362.22	$724.44	$724.44	
Advertising-Emp	$63.19	$126.38	$126.38	
Client aid - Direct	$4,150.00	$8,300.00	$8,300.00	
Gifts/Donations	$268.10	$536.20	$536.20	
Miscellaneous expense	$250.00	$500.00	$500.00	
Direct Subtotal	$19,154.77	$38,309.54	$38,309.54	
Admin Direct Allocation	$2,728.52	$4,597.14	$4,597.14	
Total Direct	**$21,883.29**	**$42,906.68**	**$42,906.68**	
Total Expenses	**$235,833.73**	**$505,454.44**	**$638,828.61**	
Net Income (Loss)	**$21,508.76**	**-$255,621.12**	**-$388,995.29**	

ARPA FUNDING

	1. Public Health	2. Negative Economic Impacts	3. Services to Disportionately Impacted Communities	5. Infrastructure	6. Revenue Replacement: Government Services	Total	
Landmark Project		$ 350,000				$ 350,000	
2022 Budget:							
Public Access Server for Closed Caption			49,224			49,224	
Internet Firewall Replacement					33,800	33,800	
Core Switch Replacement					50,000	50,000	
Financial ERP Software Replacement					850,000	850,000	
2022 Resolutions							
Temporary Water Supplies					230,000	230,000	
PFAS Pilot Study				240,375		240,375	
LED Street Lighting Conversion					881,971	881,971	
Skate Park		225,000				225,000	
EEC Negative Economic Impact		84,100				84,100	
CCITC - Fiber Connection Project					140,000	140,000	
Community Outreach Specialist Position		140,000				140,000	
FireFighter Positions		771,000				771,000	
Wastewater Treatment Screening Improvement Project				800,000		800,000	
Abel Stormwater Liftstation				800,000		800,000	
Community Partners Campus Facility Project			162,756			162,756	
AUGUST FINANCE APPROVALS							
Homebuyer Education Counseling and Closing Assistance		34,000				34,000	
In-fill New Construction Program		600,000				600,000	
Additional Affordable Rental Units		500,000				500,000	
Obligated	$ -	$ 2,704,100	$ 211,980	$ 1,840,375	$ 2,185,771	$ 6,942,226	
CITY ALLOCATION					**10,000,000**	**$ 15,586,461**	
AVAILABLE - UNENCUMBERED					7,814,229	$ 8,644,235	55%
SEPTEMBER REQUESTS							
Warming House						$540,000-$777,991	
UNFUNDED REQUESTS							
Fire Station Land Acquisition					815,000	815,000	
Fixed Station Automated License Plate Readers					255,000	255,000	
Police Department Sit-Stand Configuration					50,000	50,000	
Affordable Housing Improvements and Expansion		1,000,000				1,000,000	
	-	1,000,000	-	-	1,120,000	2,120,000	
SEEKING ALTERNATE FUNDING SOURCES BUT ENDORSED BY THE COMMITTEE							
Lead Service Line Replacement				200,000		200,000	
				200,000		200,000	
REMOVED							
Drinking Fountain Replacement Parks	81,000		Funded from Tennis Court Project			81,000	
17th Avenue Stewart Avenue to Elm Reconstruction			Finance recommended TID 8 Funding		1,180,000	1,180,000	
	81,000				1,180,000	1,261,000	

TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: Updated September 9, 2022
RE: ARPA Grant Management

Grant compliance is a critical component of any grant. ARPA is the single largest grant the City has received. The ARPA grant reporting and management is complex and staying on top of all of the existing and changing requirements is time consuming. One particularly challenging area is the management of subrecipients and beneficiaries. These are organizations that are receiving ARPA allocations from the City. Examples of these relationships includes:

- Community Partners Campus
- Lutheran Social Services – Landmark Project
- Entrepreneurial and Education Center
- Catholic Charities Warming House

In addition, the City is receiving State allocations of ARPA funds and passing these through to other organizations such as Community Partners Campus.

Grant requirements specify that we monitor our subrecipients for program performance, adherence to ARPA regulations and allowable costs. In addition, it is important that we require spend down requirements to ensure that we have sufficient time to reallocate unused funds.

Existing staff do not have the expertise to craft agreements and performance metrics for these programs. Community Partners is anxious to execute an agreement.

I attended a Finance Director Webex sponsored by the League of Municipalities and asked other directors how their communities were managing their subrecipients. The City's of Middleton and Sun Prairie both are using Booth Management Services.

Attached is a proposal outlining the significant qualifications and experience of Booth Management Consulting. The proposal shows the depth of their service offerings along with an hourly rates.

I am recommending that we retain Booth Management Services to assist in the development of the subrecipient agreements and performance measurements. I would also like to be able to seek their advice on procurement and other ARPA concerns we may have.

I would be happy to provide monthly reports on the costs incurred. The Committee could establish a preliminary budget of $10,000.

City of Wausau
ARPA Grant Management Services
September 7, 2022

PROPOSAL

SUBMITTED BY: **SUBMITTED TO:**

VIA MAIL: : Maryann Groat
Mgroat@ci.wausau.wi.us

Company Information	
Company Name	Booth Management Consulting, LLC
Cage Code:	1YDJ1
Web Page URL	http://www.bmc-llc.net/
Physical Address:	7230 Lee Deforest Drive, Suite 103, Columbia, MD 21046
Authorized Point of Contact Name	Robin Booth, CPA
Point of Contact Phone Number	410-309-4929, ext. 2010 (office) 410-984-7458 (cell) 667-200-5972 (fax)
Point of Contact Email Address	robinb@bmc-llc.net
DUNS: 069527419	
Business Type/Size: Small, Minority, Women-Owned Business (WOSB), Economically Disadvantaged WOSB (EDWOSB), Small Disadvantaged Business (SDB), Multi-State Small Minority Business (MBE)	

Table of Contents

1. INTRODUCTION

We appreciate this opportunity to submit this proposal in response to the City of Wausau's Grant Administrative Services solicitation.

VALUE TO THE CITY
BMC is an experienced contractor that understands the scope, objectives, desired outcomes, and context of grants management — assuring risk assessment and compliance.

Founded in 1998, Booth Management Consulting, LLC (BMC) is a licensed CPA Firm in the State of Maryland, a U.S. Small Business Administration, Small Disadvantaged Business (SDB), Woman Owned Small Business (WOSB), and minority-owned business specializing in auditing, attestation, acquisition, contract/grants management, accounting, and administrative support services to Federal, State, and Local governments. We are certified with the Maryland Department of Transportation as a Disadvantaged Business Enterprise (DBE) and a Minority Business Enterprise (MBE). BMC has successfully provided grant management services to Federal, State, and local governments throughout the United States. We have in-depth knowledge of 2 C.F.R Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), Code of Federal Regulations (CFR), U.S. Department of Housing & Urban Development (HUD) funded programs, CARES Act, American Recovery Plan (ARPA), Treasury Guidance on State and Local Fiscal Recovery Fund (SLFRF) Interim and Final Rule, Treasury issued Frequently Asked Questions (FAQs) on ARPA and CARES, and other relevant information.

1.1 Firm Profile

We have staff providing grant management and monitoring in Texas, Mississippi, Florida, Maryland, Pennsylvania, Ohio, California, North Dakota, Wisconsin, Nevada, and Washington State. The table below is our company profile.

Table 1. Company Profile.

Company Name	Booth Management Consulting, LLC
Demographics	Regional Firm
Physical Address	7230 Lee Deforest Drive, Suite 103, Columbia, MD 21046
Year Founded	1998
Corporate Structure	Limited Liability Company – S Corp
Web Page URL	http://www.bmc-llc.net
Federal EIN#	52-2168025
Authorized Point of Contact Name	Robin Booth, CPA, Principal or Shakina Rawlings, Operations Manager
Point of Contact Phone Number	410-309-4929, ext. 2010; Cell Phone; 410-984-7458
Fax No.	667-200-5972
Point of Contact Email Address	robinb@bmc-llc.net
Number of FTE Employees	168 Full-time Employees, 22 Part-time
Office Locations	Maryland, Washington State, and Texas
Line of Credit Facility	$10 million
Insurances	General Liability, Professional Liability, Errors and Omissions, Cyber Security, Fidelity Bond, Workmen's Compensation, Umbrella
FY 2020 Annual Revenue	$12 million

Licensed CPA Firm	See Appendix 1 for a copy of our business license
Peer Reviewed Firm	See Appendix 2 for a copy of our peer review

1.2 Competitive Advantage

- Direct experience providing comprehensive Federal, State, and local grants management services from development of Notices of Funding Opportunity to fiscal and program monitoring to Federal and State agencies affording us in-depth knowledge of not only the regulations and directives, but also insight from the Federal level on best practices to mitigate grant management challenges.
- Extensive knowledge of Office of Management and Budget (OMB) Circulars, state financial manual for grants and contracts, 2 CFR Part 200, and the various grant programs.
- Currently providing ARPA grants management services to multiple cities, counties, and towns.
- An agile technology-based approach to project management — including web-based project management, timekeeping, and HRIS systems that transfers seamlessly to a telework environment. In response to the shelter-at-home and social distancing mandates due to the COVID-19 pandemic, we are performing 100% remote monitoring activities for multiple agencies.
- Excellent Contractor Performance Ratings (CPARS) on Federal contracts for grants management staff augmentation contracts of similar size and complexity providing the exact same services required for this solicitation. Excellent references on the State and local levels.
- Robust and comprehensive recruiting, hiring, onboarding, retention, and recognition of our qualified staff able to meet the fluctuating needs of the City.
- Extremely price competitive because our rates are not burdened with subrecipient handling costs since we will perform all work as a prime contractor.
- One-stop shop for communications as the prime contractor with no subrecipients proposed.
- All proposed staff are existing full-time employees of BMC who are immediately available to work on the contract.

1.3 Other Project Related Information

COVID-Responsive: While we recognize that the City doors remain open during the COVID-19 crisis, BMC professionals are also highly experienced in delivering requirements both onsite and remotely due to our long history of effective in-person and remote operations. Our professionals are well versed in the communications, functions, and work requirements and maintain 100% readiness and agility in operating under challenging conditions.

Work Location: The work for this solicitation will be performed from our headquarters in Columbia, MD.

Pending or Past Litigation: In our almost 24 years of operations, our company has no pending or past litigation.

Statement of Availability: Our firm will be immediately available to start the project and complete it no later than the requested timeframe.

1.4 Proposal Organization

- Section 2. Qualifications & Experience highlights our resources, experience, and deep understanding of ARPA grant administration, challenges, and solutions.
- Section 3. Qualifications of Personnel addresses our staffing and management team, their skills, experience, and qualifications as well as our ability to staff up with additional personnel.
- Section 4. Description of Work addresses our management approach to ensuring completion of all tasks and deliverables for this project. It also details our firm's understanding, and management and technical approach to providing the services sought in this solicitation. Although not required, Section 4.3 summarizes our Quality Control Plan and indicates that we would prepare a comprehensive plan specific to this project if awarded.
- Section 5. References includes detailed information for existing contracts where we are performing the exact services sought in this solicitation.
- Please see our Business License in Appendix 1 and Peer Review in Appendix 2.
- Appendix 3 Resumes includes bios of our Executive Team and resumes for the proposed Project Team personnel who are full-time employees of BMC.

2. QUALIFICATIONS & EXPERIENCE

Integrated Approach for Maximum City Benefit: We use an integrated approach that leverages best practices in managing project scope, time, cost, quality, human resources, communication, and risk. For the achievement of maximum benefit for the City, our integrated approach ensures that one assignment builds on and/or compliments another assignment by incorporating lessons learned and best practices, as applicable. Although our approach is designed to be flexible and customizable, there will be many issues and/or practices where the knowledge is transferrable. Through continuous communications, training, and constant updating of our project tools and systems discussed in Section 4.1.2, we ensure that lessons learned, and best practices are shared with the team. Through our in-depth understanding of how to manage engagements of this nature, we can rapidly mobilize resources and leverage our existing methodologies and approaches to execute the tasks with the goal of meeting City expectations.

As discussed in Section 2. Qualifications & Experience, BMC has the requisite profile, resources, and background to provide optimal services on this contract. Section 3 Qualifications of Personnel highlights the education and professional license information of our assigned team with details outlined in Appendix 3 Resumes.

2.1. Understanding of the ARPA Grant

Section 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (ARPA) established the Coronavirus State and Local Fiscal Recovery Fund (the SLFRF) appropriating $130,200,000,000 to metropolitan Cities, non-entitlement units of local government, and counties.

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used ARPA funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

On January 6, 2022, Treasury issued the Final Rule providing broader flexibility and greater simplicity in the program. Below are the features in the final rule that most impact the services we provide to States and Cities. The final rule clarified and provided more flexibility for the following Eligible Use Categories.

CATEGORY 1: PUBLIC HEALTH AND ECONOMIC IMPACTS

For the projects that fall under Public Health, which are projects awarded to subrecipients, we are assisting existing clients in mapping the project eligibility between the Expense Categories (EC) in the IFR to the categories of assistance for public health under the final rule which include:

- ✓ Assistance to Households

- ✓ Assistance to Small Businesses
- ✓ Assistance to Nonprofits
- ✓ Aid to Impacted Industries

CATEGORY 2: WATER, SEWER & BROADBAND INFRASTRUCTURE

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

For projects under this category, we assist the various departments in the governmental units in their procurement, specifically ensuring that contract awards comply with ARPA funds, specifically 2 CFR Part 200.317 to 200.327 and Appendix II[1]. This includes ensuring the project descriptions comply with the Final Rule, preparing subcontract agreements, reviewing invoices, reviewing internal departmental assessments and project requests for eligibility.

CATEGORY 3: PUBLIC SECTOR CAPACITY

These projects can be internal and external resulting in contract awards. However, as indicated in the Final Rule, these projects must include an assessment of time spent on COVID-19 response so there is additional programmatic reporting required. For this category we also provide guidance and technical assistance with:

- ✓ Restoring pre-pandemic employment
- ✓ Supporting and retaining public sector workers
- ✓ Covering administrative costs associated with administering the hiring, support, and retention programs above

CATEGORY 4: CAPITAL EXPENDITURES

The final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

The Uniform Guidance has specific requirements relative to capital expenditures as discussed in 2 CFR Part 200.311. 200.312. 200.313 relative to capital expenditures. These requirements tend to be inconsistent with State and local capital expenditures requirements. We assist the agencies in developing the required policies and procedures to ensure compliance with the Uniform Guidance.

FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED

The Final Rule provides a catch all category to ensure recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

- ✓ Identify a COVID-19 public health or negative economic impact on an individual or a class.

---

[1] Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- ✓ Design a response that addresses or responds to the impact

This category allows us to modify existing projects or shape new projects that may not fall in within the other categories to meet the eligibility criteria.

The final rule was effective on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect follow the ARPA program.

2.1.1 Lessons Learned

We have worked with numerous Cities as demonstrated in our past performance in Section 2.2 Relevant Experience and have learned valuable lesson that can be beneficial to the City of Wausau.

Lessons Learned #1 – Spend/Invest

One of the most critical lessons learned that we have observed is the importance of a balance of spending and investing in an effective ARPA Plan. The ARPA funds are a once-in-a-lifetime opportunity of infusion of funding to Cities and Counties that can change the landscape of infrastructure and communities. For many Cities, the question becomes whether to spend it or invest it. Spending it easy, but while investing is more complicated it can set a foundation for generational change as evidenced by examples of spending and investing in the figure below:

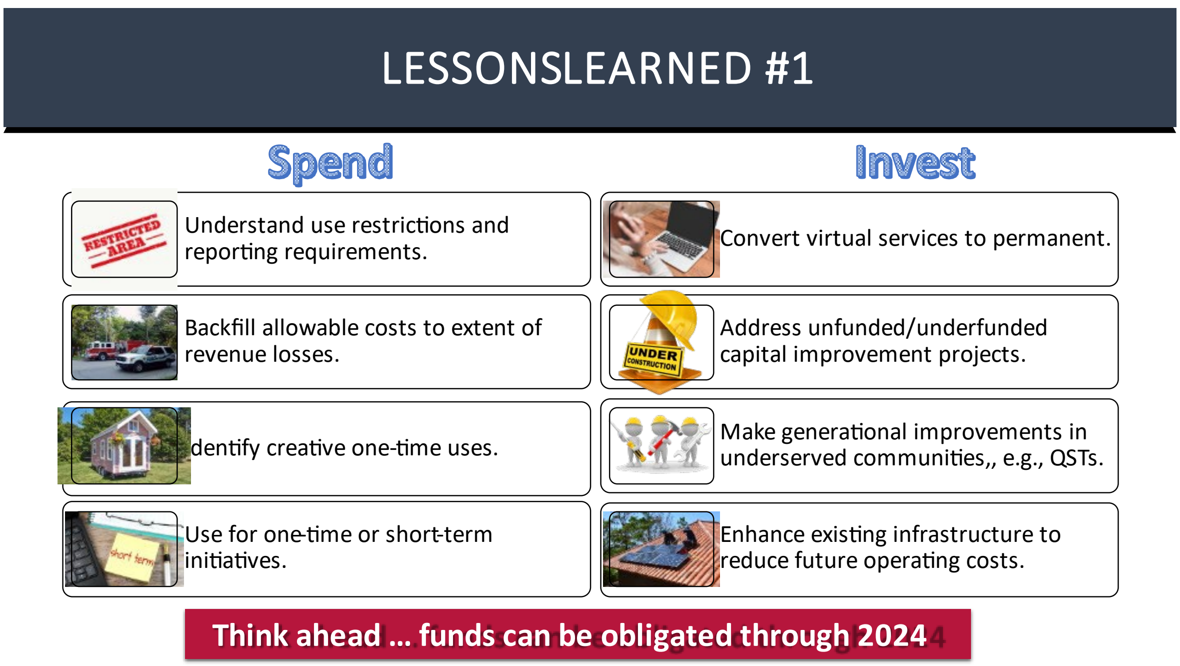


Figure 1. Lessons Learned #1: Spend or Invest.

Lessons Learned #2 – Core Documents

Many Cities do not have experience with Federal grant awards and the requirements under the Uniform Guidance, and their documents and procurement policies and procedures are not compliant with the regulations. We have developed, and will leverage, core documents that are compliant with the Uniform Guidance and the Treasury's IFR and Final Rule. In some instances, the Cities have made awards but do not have a subrecipient agreement or subcontract that incorporates the required Uniform Guidance and Treasury Guidance. Another factor is the City's existing procurement policies do not incorporate the flow down clauses from the Uniform Guidance. In the figure below we summarize the basic core documents that need to be in place to ensure compliance.

Figure 2. Lessons Learned #2: Core Documents.

Lessons Learned #3 – Collaborate and Communicate when Developing the ARPA Plan

Effective ARPA Plans are collaborative efforts that:

- Consider **disproportionately impacted and underserved constituencies**
- Leverage **other funding resources**
- Identify **collaborative opportunities** with other agencies
- Identify and incorporate **community involvement**
- Take a **long view**
    - Funds obligated by December 31, 2024 and expended by December 31, 2026
- Conform to **legislative and administrative requirements.**

Figure 3. Lessons Learned #2: ARPA Plan Development.

Constituents have a personal stake in how these once-in-a-lifetime funds are managed and allocated by the City government, which is why it is so important to involve them in the development and ongoing changes to the ARPA Plan. As summarized in the figure below, an effective community outreach plan is an important part of developing and obtaining buy-in of an ARPA Plan.

2.2 Relevant Experience

2.2.1 ARPA Experience

We are performing the exact services for Cities, Counties, and Towns that received CARES and ARPA funding. Below is a summary of the CARES and ARPA contracts our ARPA Team is curently working on.

CITY OF SUN PRAIRIE Wisconsin

MIDDLETON | WI

Luzerne County Pennsylvania • Established 1786

For the **City of Sun Prairie, City of Middleton, City of Columbus, and Luzerne County**, we are currently providing cradle-to-grave ARPA grants management services — including development of Notice of Funding Opportunities, grant applications, subrecipient agreements, subrecipient award reporting requirements, recommendation to the board on eligible use of funds, performing a risk assessment of proposed projects for compliance with the Treasury guidelines criteria, developing related policies and procedures, developing process and reviewing cost reimbursement requests from subrecipients, developing the subrecipient monitoring program and performing subrecipient monitoring of ARPA funds received, ongoing guidance and consultation to City of personnel, technical assistance and training to subrecipients, and assistance with tracking expenditures and reporting to the Treasury.

We are providing financial and programmatic monitoring, technical assistance, and training for subrecipients that received ARPA funds. This includes performing risk assessments, developing, and implementing a programmatic and final monitoring plan, providing technical assistance to ensure compliance with the Uniform Guidance, ARPA, and other related regulations, and providing training to subrecipients and the **City of Columbus** team as needed.

For the **City of Las Vegas** (as a 2nd-tier subcontractor) we reviewed applications and Grant Orientation Workbooks for 76 internal and external projects to assist in negotiating subrecipient agreements and/or internal memorandums. We completed checklists verifying that the projects met the eligible activity criteria, included acceptable performance metrics based on the required performance metrics identified by expenditure category as required in the Treasury's SLFRF Final Rule. We also reviewed submitted budgets to ensure they reconciled to the requested grant amount and were reasonable. Having performed these reviews, our BMC Team has real time knowledge of the City's projects that can be cost effectively applied to this project resulting in savings to the City.

For **MDES** we perform subrecipient monitoring services for the following grants: 1) multiple ARPA grants relative to workforce; 2) Workforce Innovation and Opportunity Act (WIOA); 3) Senior Community Service Employment Program (SCSEP); 4) Mississippi Apprenticeship USA (MAP); 5) Governor's Grant and; 6) Opioid Grant. We developed the monitoring program based on the Department of Labor Grant Monitoring Guide, the grant agreement, and State Regulations. The monitoring program is a comprehensive tool in Microsoft excel including instructions, a document request list, questionairres, checklist, and final reporting template. We are also performing subrecipient monitoring for CARES Act and ARPA funding. We developed a comprehensive monitoring work program that we are using on multiple related engagements. The monitoring work program and report have been approved by 2 Cities for monitoring.

For the **UWSBDC**, under funding from the CARES Act, we provide technical expertise to small businesses in the State of Wisconsin that have experienced supply chain disruptions, staffing challenges, a decrease in gross receipts or customers, or a closure because of COVID-19.

We will leverage the ARPA monitoring tools we have developed for other contracts if awarded.

2.2.2 Federal Experience

We are performing or have performed the exact services sought in this solicitation under contracts with the **U.S. Department of Housing and Urban Development, Office of Housing Counseling (HUD-OHC)**, **Mississippi Department of Employment Services (MDES), Social Security Administration (SSA), the National Park Service (NPS), and NeighborWorks America.**

In the table below we provide contract information to evidence we have more than five (5) years of relevant experience. In Section 5. References, we include a detailed write up for the HUD contract. The other two (2) references demonstrate our experience with ARPA grants management.

Table 2. Summary of Experience

Contracting Agency	Period of Performance	Contract Award Amount
U.S. Housing and Urban Development, Office of Housing Counseling, Housing Counseling Grant Financial Quality Control Audits & Technical Assistance, Contract# DU100H-14-T-00004	10/1/2014 to 7/31/2019	$5.300,000
Social Security Administration (SSA), Grants Management and Acquisition Support, Contract#28321319A00040016	9/5/2018 to 9/4/2024	$6,211,890
Department of Interior, National Park Service (NPS), Grants Financial Assistance Support Contract# 140P2118F0358	10/1/2015 to 9/30/2020 10/1/2020 to 9/30/2025 Awarded contract twice	$3,437,034
NeighborWorks America (Grants), Grant Financial Management, Contract#: CON1639265	12/29/2016 to 5/31/2019	$1,500,000

We have critical domain knowledge of successfully providing grant management services — specifically for grant recipients of awards from the U.S. Department of Housing and Urban Development (grantee or the state administrator), Community Development Block Grants (CDBG), Emergency Solutions Grant (ESG), Emergency Rental Assistance Program (ERAP), and awards under the CARES and American Rescue Plan (ARPA) Acts.

For ***HUD-OHC, NPS and SSA***, we conduct cradle-to-grave grant management services — from pre-award to grant closeout for local and state agencies, non-profits, and tribal organizations. For pre-award, we review applications and grant execution packages, conduct financial capability assessments, perform financial management system reviews, and recommend the approval or rejection of applications and grant management. For post-award, we conduct onsite financial audit/reviews of grantees throughout the United States to evaluate and assess their level of compliance with 2 CFR Part 200, administrative and programmatic requirements and perform grant closeout. For HUD/OHC, NPS, and SSA our services include developing the assessment procedures for performing financial and accounting system reviews, developing onsite assessment questionnaires, assessment tools, and providing a standard site visit confirmation letter and a checklist. We conduct interviews and meetings with OHC, NPS, and SSA staff to gather information on program policies and structure to develop an understanding of financial requirements of local and State agencies and tribal and non-profit organizations.

For ***HUD-OHC***, we developed the financial and programmatic monitoring/review procedures referred to as a "Financial and Administrative Review (FAR)" used to determine compliance with the HUD grant and Federal regulations including 2 CFR Part 200. We used attestation standards to assess approximately 400 subrecipients that received various housing-related grants. Subrecipients included non-profit organizations, state and local agencies, and tribal organizations. As a part of determing the types of compliance activity (i.e. desk review, full-scope review, etc.), we developed a risk-based approach to determining the nature, timing and extent of oversight and monitoring/review. We established risk factors and risk categories (low, medium, high) and scored each grant recipient and subrecipeint based on agreed upon risk factors. We created a three-year database, in Excel, of critical grant data including award amount, prior audit findings, single audit findings, number of eligible entities or subrecipients, amount reimbursed (captured), and review findings, to compute the risk scores based upon the agreed upon risk factors. For those recipients that had a low risk score, they received a desk review; medium risk score, a limited scope review; and high-risk score, a full review. We developed different procedures for each type of review. We performed approximately 148 desk, limited and full assessment reviews annually based on the risk-based approach.

For ***NeighborWorks***, we performed 186 financial and programmatic reviews annually, 92 onsite and 94 remote, within a 4-month time period. We conducted financial and programmatic reviews, evaluations of internal controls, reviews of project accounting, financial capability assessments, training, technical assistance, grant execution reviews, budget analysis, procurement system reviews, reviews of their Conflicts of Interest Plans, and other audit and miscellaneous financial services for its National Foreclosure Mitigation and Project Reinvest grant recipients which consisted of housing counseling agencies. All reviews were to determine the subrecipients compliance with 2 CFR Part 200, agreement terms, and other applicable regulations.

We conducted various assessments of the agencies, from internal control and compliance with Uniform Guidance, to financial management system assessments, etc. Based on the assessment, we recommend corrective actions consisting of, but not limited to, performing additional agreed upon procedures, performing a financial and administrative review, providing technical assistance, and/or training. Recommendations are subject to HUD/OHC and NPS acceptance. Our company received agency recognition from HUD for assisting in developing a risk-based performance rating system to determine awards, award amounts, and the nature, timing, and extent of oversight and monitoring/review.

For ***SSA and NPS***, in addition to the services we are currently providing, we are also developing the monitoring tools for CARES and ARPA funds received and awarded to subrecipients.

3. QUALIFICATIONS OF PERSONNEL

As previously stated, we created the ARPA Team consisting of BMC auditors, grants specialists, and analysts, who have been specially trained to provide ARPA grants management and monitoring services. This team is currently working on the contracts discussed in Section 2.2.1 ARPA Experience and the ARPA past performance references in.

As discussed in Section 3.1, we created the BMC ARPA Group to provide ARPA grants management and monitoring services. This Group is currently working on the contracts discussed in Section 2.2.1 ARPA Experience and the ARPA past performance references in Section 5 References.

Project Leadership: At the helm of the ARPA team is Robin Booth, CPA and her Alternate Petergay Brown, CPA, as Program Managers. Mrs. Booth has extensive project management experience managing multiple complex projects simultaneously. Mrs. Booth was initially the Project Manager for the contract with the U.S. Department of Housing and Urban Development, Office of Housing Counseling (HUD-OHC) and for the NeighborWorks America simultaneously. Mrs. Booth ultimately assigned Mrs. Brown as the Project Manager.

Although Mrs. Booth is the Principal of the company, because this is a new grant program for which she has acquired in-depth knowledge, she is leveraging her knowledge, lessons learned, and best practices for the ARPA contracts to ensure consistency and uniformity in our management and technical approach. She will be supported by two highly experienced Managers:

- ***Grants Manager*** **–** Marilyn Lockman. Ms. Lockman has 15+ years of Federal, state, and local grants management experience. She will lead the grants specialists in all grants management related tasks.
- ***Audit Manager*** **–** Vonyette Grant. Ms. Grant has over 10+ years of grant accounting and auditing experience. She will lead the audit team in conducting the monitoring activities.

There will be separate BMC personnel on each team and no personnel will be shared.

See the full resume for proposed key personnel in Appendix 3.

This team has received 40+ hours of CARES Act, ARPA, and Uniform guidance training conducted by the Treasury, National League of Cities, National League of Counties, American Institute of Certified Public Accountants (CPA), and internal training specific to SLFRF and ERAP programs.

3.1 BMC ARPA Group

BMC created the ARPA Group consisting of BMC auditors, grants specialists, and analysts, who have been specially trained to provide ARPA grants management and monitoring services**.** Within the ARPA Team, there are two (2) distinctive teams, the Grants Management Team, and the Grants Monitoring Team. We established the 2 teams to ensure objectivity and independence on the project with different staff working each team as depicted in the figure below:

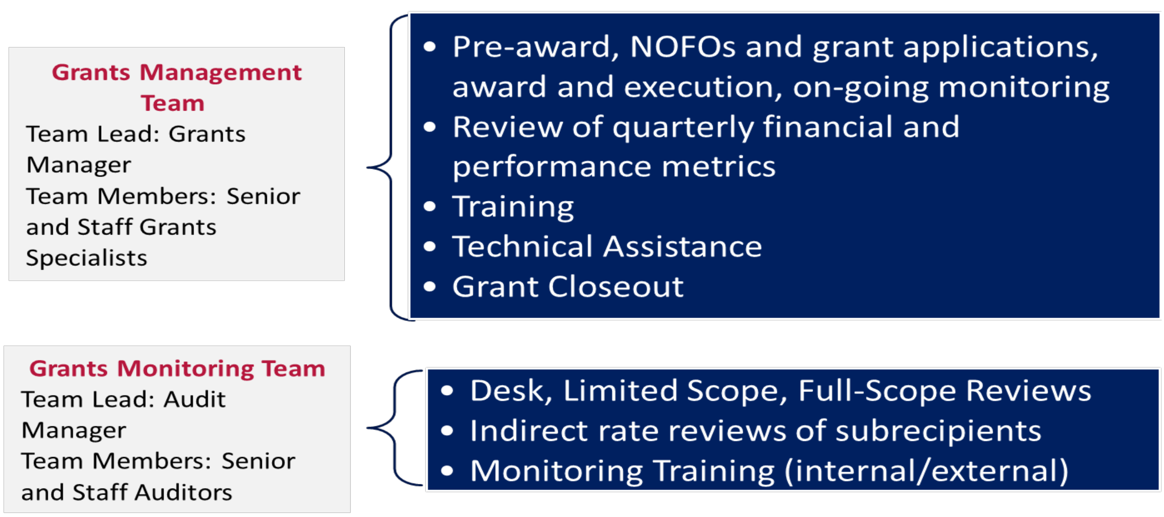


Figure 4. BMC ARPA Teams

The Grants Management Team is generally the most active during the first phase of the contract performing the grant planning and management services. They then hand-off the subrecipient monitoring to the Grants Monitoring Team once the subrecipients are fully onboard and have begun their grant program. We call this the "Handoff." The figure below depicts what should occur during the handoff.

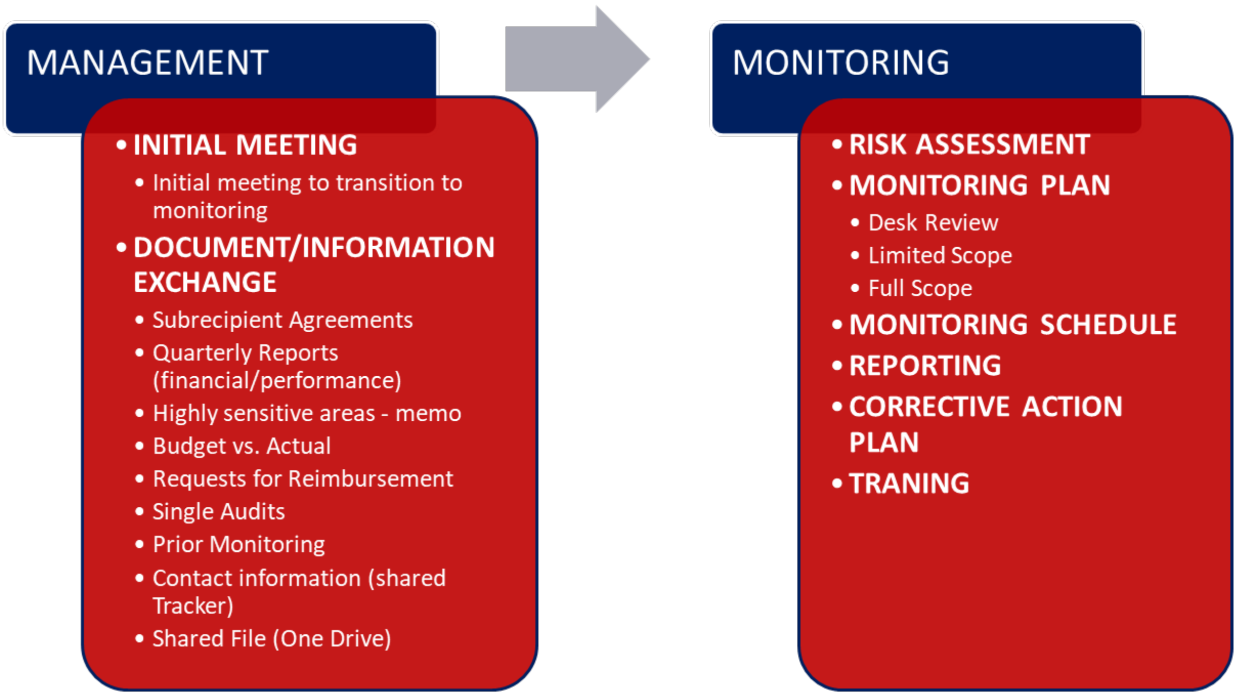


Figure 5. ARPA Team Handoff

The ARPA Group is currently working with eight (8) ARPA clients consisting of the Federal and State governments and municipalities (Cities, Counties, and Towns) providing the following services:

- Development of project descriptions — including performing project risk assessments, scorecards, budgets, and procurement plans for internal projects.
- Strategic planning and development of ARPA budgets — including the revenue loss computations, infrastructure projects, community outreach.
- Preparation of the required quarterly (and/or annual) reporting.
- Development of core documents in compliance with the Uniform Guidance — including subrecipient agreements, subcontracts, risk assessments, financial and performance report templates and toolkits, budget formats, and a tool to determine eligible activity.
- The team has developed policies and procedures in the areas of procurement, internal controls, subrecipient monitoring, cost principles (i.e., determining allowability of submitted request for reimbursement), and grant-related accounting.
- Development of Notice of Funding Opportunities and managing the grant application process from intake to evaluation for awards

- Providing a platform/IT solution (AIRRS) for submitting applications, monitoring subrecipient agreements and subcontracts, accepting and monitoring financial and performance metrics reporting, accepting, and processing request for reimbursement, and expenditure reporting as required by Treasury.
- Responding to internal and external inquiries.
- Providing training and technical assistance to clients and subrecipients.
- Serving as a liaison to clients with the Federal government, subrecipients and the public.

Organizational Chart. See the organizational chart in Section 3.2 which demonstrates the scale of our team.

3.2 Project Organizational Chart

We are part of our client's Team – and as such, we want to ensure we work closely with you, understand your concerns, and give you our best product. BMC has a simple, but proven approach: provide the best Team possible, give them the right facilities and tools, focus on quality control, and ensure that the Firm stands behind the effort. BMC creates client Teams from the best available resources to fit the requirements.

The organizational chart below details our proposed team consisting of the following:

The ***Project Management Team*** (hereinafter referred to as the "***PM Team***") representing full-time BMC non- billable employees included as G&A in proposed fully burdened rates that will support the contract.

The ***Project Team*** consists of a highly qualified, multi-disciplined team led by our firm's experienced management team. The Project team is organized by the service areas identified in the solicitation.

1. Project Selection & Eligibility
2. Public Notification & Involvement
3. Bidding & Contracts/Wages
4. Project Management
5. Financial/Accounting Management/Reporting

We combined like-services from the lists of tasks in the Scope of Services (SOS) of the RFP. In Section 3.2 we summarize our approach for providing the services in each service area.

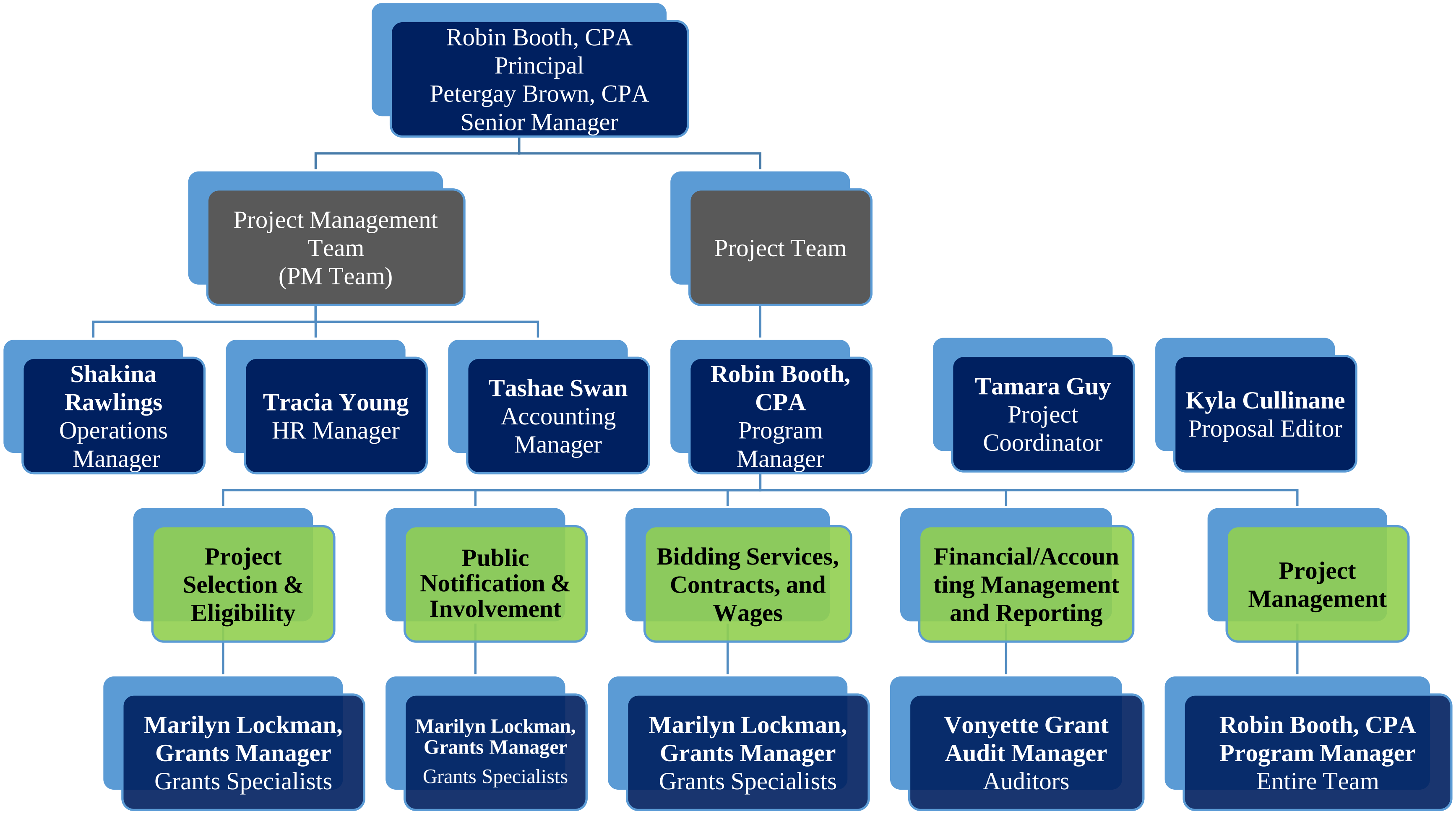


Figure 6. Project Team Organizational Chart

3.3 Team Roles & Responsibilities

Below is the PM Team roles and responsibilities and skills matrix demonstrating their role, responsibilities, education, and experience.

Table 3: PM Team Roles and Responsibilities and Skills Matrix

Name/Role	Responsibility/Communication	Education and Experience
Shakina Rawlings Operations Manager	Key point of contact for performance issues. Responsible for contract management, timekeeping, and accounting.	BS Business - 8 years of project management and operations experience, 3 yrs. of contract management experience
Tracia Young Human Resource Director	Responsible for all the oversight of HR activities working closely with the Senior Manager and Operations Manager to ensure task orders are properly staffed. Responsibilities include developing compensation packages, ensuring compliance Federal, State, and local employment laws, and all other HR services.	10 yrs. Human Resources experience with multiple Federal government agencies
Tashae Swan Accounting Manager	Oversee accounting, invoicing, fiscal tracking, timekeeping, and job costing system. Works closely with all members of the PM team and Managers. Timekeeping, Job Costing, and Accounting System owner.	BS Accounting 8 yrs. Accounting and job costing experience

For each service area, we identify the team members that will perform the services in that area. The Program Manager, Technical Writer, and Project Coordinator will collaborate with the assigned team for each service area. Section 3.3 Team Roles & Responsibilities includes descriptions of the roles and responsibilities for the team assigned to each service area. In Section 3.4 Staffing Skills Matrix we identify the proposed BMC personnel and their education, experience, and workload accomplishments.

Table 4. Team Roles & Reasonsibilities

Labor Category	Role/Responsibilities
ASSIGNED TO ALL SERVICE AREAS	
Robin Booth, CPA, Program Manager Petergay Brown, CPA, Senior Manager	POC for contract issues, review Project Plan and other planning documents. Review, approve, and monitor the Quality Control Plan. Review tracking and monthly status reports. Participate in industry webinars and training on the SLFRF program. Work with the Managers to respond to task orders, assign tasks, and provide technical guidance. Responsible for subcontractor management. Participate in client meetings, conduct trainings, as required, respond to third party inquiries, and closely monitor Problem Resolution Log ensuring timely resolutions of issues. The Senior Manager is the alternate if the Program Manager is not available.
Kyla Cullinane Project Editor	Technical editing of reports, ensure documents are Section 508 compliant, prepare training materials, assist with document development.
Leah Scales Project Coordinator	Works closely with Program Manager, Grants Manager, and Audit Manager to track monitoring activities, coordinate City and subrecipient's access to document repository, sends notifications letters, maintains tracking reports, maintains the project management system, participate in internal meetings, and provide administrative support to the team.
GRANTS MANAGEMENT TEAM	

Labor Category	Role/Responsibilities
Marilyn Lockman Grants Manager	Will be the Manager of the Grants Management Team executing the task orders assigned for the services to be provided as defined in the solicitation. Will assign and review tasks performed by all team members. As evidenced by the skills matrix in Section 2.2.4 and her extensive grants experience detailed in her resume in Appendix 3, Ms. Lockman has extensive grants experience including ARPA. She also performs compliance monitoring for various grants which will be leveraged to assist the audit team, as necessary. Prepares response to task orders, assigned tasks to team, ensures execution of the grants management tasks in the Work Plan, compliance with the Quality Control Plan, and monitor the project management system to ensure timely completion of accounting and auditing deliverables. Assigns work to the grants specialists working in the applicable areas.
Hayward Coe, CPA Senior Grants Specialists	Reports directly to the Grants Manager, executes assigned tasks consistent with the approved task order work plan. Participates in status meetings and calls with subrecipient.
Grants Specialists	We have four (4) dedicated Grants Specialists with 5+ years each of Federal grants management experience on the team. The Grants Manager will assign tasks such as review of projects, project risk assessments, review of subrecipient reports.
ACCOUNTING AND GRANTS MONITORING TEAM	
Vonyette Grant Audit Manager	Responsible for the supervision and overall engagement of the Auditors and Analysts on the Grants Monitoring Team. Prepares response to task orders, assigned tasks to team, ensures execution of the accounting/auditing tasks in the Work Plan, compliance with the Quality Control Plan, and monitor the project management system to ensure timely completion of accounting and auditing deliverables. For accounting and auditing tasks, provides technical guidance, and review 100% of workpapers, draft and final reports. Participate in status meetings, complete the auditing and accounting sections of the monthly status report, and review the tracking report maintained by the Project Coordinator. Assigns work to the auditors/analysts and subcontractors working in the applicable areas.
Leelyn Moffatt, CPA Senior Auditor	Lead in this area reporting directly to the Audit Manager. Performs the financial, accounting management, auditing, and reporting. Prepares analysis, reconciliations, workpapers, schedules, and the initial draft of reports. Responsible for compliance monitoring. Communicate with the subrecipients to perform the monitoring procedures. Ensures compliance with the Project Plan and Quality Control Plan.
Auditors	Reports directly to the Senior Auditor/Analyst, executes procedures reporting requirements, reconciliations, analysis, and monitoring workplan Performs reconciliations, analysis, documentation reviews. Identify potential deficiencies and communicate them to the Senior Auditor/Analyst. Participate in status meetings and calls with subrecipient.

3.4 Staffing Skills Matrix

The following is the Project Team skills matrix detailing the name, labor category, roles and responsibilities, and their relevant contract experience discussed in Section 2.2.1 ARPA Experience and 2.2.2. Federal Experience. We also show the level of effort on other projects as of the submission of this proposal.

Table 5: Project Staff Skill Matrix.

Name/Title	Qualifications	Relevant Contracts	Workload Availability
Robin Booth CPA Program Manager	• BS Accounting – CPA, PMP, AICPA COSO Certified Auditor	ALL	65%

Name/Title	Qualifications	Relevant Contracts	Workload Availability
	• 25 years general audit, OMB • 25 years managing large projects • 15 years grant monitoring/auditing, technical assistance, and training		
Petergay Brown, CPA Senior Manager	• CPA • MBA • 15 years of compliance auditing experience • 8 years grants monitoring experience	ALL	85%
Vonyette Grant Project Manager	• MBA • 10 years of compliance auditing experience • 6 years grants monitoring experience	ALL	40%
Marilyn Lockman Grants Manager	• MBA • BS Accounting • 15+ years of grant management	ALL	60%
Hayward Coe, CPA Senior Grants Specialist	• CPA • BS Accounting • 10+ years of grants management	ALL	60%
Leelyn Moffatt, CPA Senior Auditor/Analyst	• BS Business Administration • 5 years Federal government accounting, contract/grants monitoring	ALL	60%
Kyla Cullinane Proposal Editor	• BA/MFA, 4+ years technical editing for Federal and State program management	ALL	75%
Tamara Guy Project Coordinator	• BS in General Studies • 4 years of project coordination experience	ALL	50%

As evidenced by the level of effort on other projects, the proposed team is immediately available to work on this project. However, if additional staff is required, we identify our capacity to add additional existing staff in Section 3.5 Bench Capacity.

3.5 Bench Capacity

The table below summarizes our bench capacity to provide additional staff to address work fluctuations and staff turnover.

Table 6. Bench Capacity Requirements.

Labor Category	BMC Staff Available	Education	Experience
Program Manager/Senior Manager	2	BS in Accounting or related field, CPA required. and other certifications preferred (i.e., CIA, CFE, CGGM)	Minimum of 15 yrs. government auditing Minimum of 10 yrs. of government contract auditing
Senior Grants Specialists	6	BS in related field,	Minimum of 5 yrs. Grants management experience

Labor Category	BMC Staff Available	Education	Experience
Senior Auditors	9	BS in Accounting or related field, MBA, CPA, and other certifications preferred (i.e., CIA, CFE, CGGM)	Minimum of 6 yrs. government auditing, 5 yrs. of government contract auditing, 2 years supervisory
Auditors	22	BS in Accounting, CPA candidate required	Minimum of 1-4 yrs. government auditing
Grants Specialists	11	BS in related field	Minimum of 1 year experience in grants management
Project Coordinators	2	Degree in related field	4 yrs. of project coordination experience, 2 yrs. of Government experience

See Appendix 3 for the resumes for the Program Manager, Grants Manager, Audit Manager, Senior Grants Specialist, and Senior Auditor/Analysts whom we consider to be Key Personnel for this solicitation. All the proposed individuals are full-time employees of BMC and are immediately available to provide services upon contract award.

4. DESCRIPTION OF THE WORK

As discussed in Section 2.2.1 we are currently providing these exact services to multiple cities and understand the project services desired. With that said, the project tools, systems, and communications plan discussed below are critical to providing the desired services.

4.1 Project Management

4.1.1 Project Kickoff Meeting

Our team will be immediately available to work on this contract upon award. As scheduled by the City, we will attend a post-award meeting to introduce our team, their roles and background, meet project leadership, and establish day-to-day communications and working schedules. At the meeting we will listen to the goals, objectives, and expectations of the contract and document any issues or directives and focus areas. We will discuss the proposed funding schedule, tools, project steps, and schedule. We will also discuss logistics, access to systems and other critical contract information.

The Management team and the Project Manager will participate in the kick-off meeting. Between contract award and the kick-off meeting, assigned team members will sign a Conflict of Interest, Non-Disclosure Agreement, the required security forms, and any other relevant documentation.

4.1.2 Project Tools & Systems

Our plan capitalizes on the use of technology to maintain continuous communications — specifically email, internet or cloud-based project management, HRIS, timekeeping, accounting, and database management systems, remote meeting tools that include conferencing, webinars, desktop sharing, and Skype, and a 24/7 toll free number. At the post award/kick-off meeting we will review each project tools and systems, discuss access to the document repository (i.e., obtaining usernames and passwords, links to get to various systems, etc.), and the purpose/use for each of the systems discussed in the following figure.

RedBooth

Project Management System

Artifacts

- Web-based management
- Internal communications
- Stakeholder engagement
- Document Repository for grantees, subcontractors, City officials
- Deliverable tracking
- Activities list
- Critical tasks list
- Monitoring

Knowledgebase

Project Report Management

Artifacts

- Pertinent Federal, State, and local regulations
- Checklists, forms, and templates
- Desk guides, Handbooks, SOPs, Guides, etc.
- Reference tools
- RedBooth-enabled
- Stakeholder accessible
- Training and Video Library

eFAACT

Timekeeping and Job Costing

Artifacts

- Daily electronic timecard system
- Project team timekeeping
- Mobile app accessible on computers, phone, and iPads
- Support document upload
- Integrated Accounting and Job Costing system to track costs by task order, deliverable, CLIN, labor category, site/location, etc.

One-Stop Comm

Project Communications Management

Artifacts

- Resource management tool
- Central email address for stakeholder communication with entire Project Team: **CityofPigeonForge@bmc-llc.net**
- Remote meetings (GoTo)
- 24/7 HR Hotline
- Project customer service person on-call
- Training Webinars

Figure 7. Project Tools & Systems.

Project Management and Document Repository System (RedBooth): We will use our web-based project management system, RedBooth, to track deliverables, critical task lists, staff assignments, milestones, and due dates. City stakeholders and all BMC Team members will be provided a username and password in RedBooth and given access to the City workspaces. RedBooth is also a document repository. The City will be given access to a contract administration workspace to review the master schedule, critical task list, milestones, due dates, and staff assignments. The City will also be able to upload documents in this workspace.

In RedBooth we will maintain the staffing plan, key tasks and sub-tasks, deliverables, and key milestones with an associated time-phased schedule required for the Work Plan. The BMC team will update the critical task list and milestones in RedBooth daily, adding comments and notes where necessary. RedBooth has a chat room for immediate communications when users are logged in. We have used RedBooth with other State agencies and the users can access the application at Government facilities with no security limitations. We will train designated City personnel on how to access and use the RedBooth platform. City will have access to the workspace providing real time information on the status of all audits. This report will also be a part of the monthly status report for the Work Plan.

Document Repository: The subrecipient will be given access to RedBooth to upload documents. RedBooth emails a link to the email recipient that will allow them to set up a username and password to access the repository. Each RedBooth link is unique to that specific email recipient. If the link is forwarded to another email address, it will not allow access to the system. Accordingly, we can generate an email link for as many individuals that need to access the subrecipient workspace. We will also provide access to the monitoring team members assigned to that subrecipient and the City to download the documents once they are available. Only assigned individuals will have access to the subrecipient workspace. The workspace is available to the subrecipient throughout the monitoring process and allows them to upload large files and confidential documentation without size or security system limitations.

Knowledgebase: We will develop a knowledgebase of all pertinent regulations, work programs, and reports for subrecipient monitoring. At a minimum, the knowledgebase will consist of; 1) the applicable State regulations, relevant Treasury Guidance, and regulations, ARPA, and CARES Act, subrecipient grant agreement, Generally Accepted Government Accounting Standards (GAGAS), and other regulatory guidance; 2) the monitoring program including a report template; 3) various templates; 4) lessons learned and best practices and 5) common questioned costs. It will also include program related communications, alerts, or publications from the City applicable to subrecipients financial audits, professional alerts from regulatory cites specific to subrecipients, and reference tools. The Knowledgebase is in RedBooth as a separate folder in the contract administration workspace, allowing the City and the entire BMC team access to the pertinent information.

Web Based Library: In RedBooth we will upload all training materials, recorded training sessions, and training schedules, in a folder named "Library" in the dedicated City workspace. Assigned users and the City will have access to the Library.

Web Based Message Board: There will be a Message Board where we will post relevant articles and other informative technical information. When a message is posted to the Message Board, the users will receive an email indicating the topic and what was posted. In addition, they will receive an email when new documents are uploaded in the Library. Access to the workspace will be enabled throughout the entire period of performance.

Web Based HRIS System: Our company uses Bamboo as our Human Resource Information System (HRIS). This web-based system ensures that employees at all geographical locations have access to key human resource information such as payroll, benefits, Paid Time Off (PTO), evaluations, assessments, and company news — facilitating HR activities and processes electronically. Employees can upload and print HR and payroll related forms directly in the system for processing. BMC Forms, employee handbook, policies and procedures, and other employment related documents are housed in Bamboo to allow employees easy and immediate access from all locations.

Web-Based Accounting/Job Costing System (eFAACT): Our company uses the eFAACT Timekeeping, Expense Reporting, and Job Costing system (a web-based electronic timekeeping and job costing system) that integrates our general ledger system (QuickBooks) with standard policies and procedures. It includes a robust contracts management module to track cost by contract, contract order, Contract Line-Item Numbers (CLINs), and any sub-CLINs. eFAACT delivers a total solution, seamlessly integrating with our accounting system and generating reports according to Government and contract specific rules. For the electronic timekeeping system, individuals (employees, consultants, and subcontractors) enter their timecards daily, logging onto the internet-based system using a username and password and charge time to authorized work orders including contracts, contract orders, work orders, subrecipient assignments, CLINS and similar charging methods unquietly designed to be consistent with how funding on State Government contracts are obligated. Although this is a firm-fixed priced contract, we will track the time by each subrecipient monitoring.

Electronic Workpapers (CaseWare): All workpapers for the monitoring will be maintained in our integrated electronic workpaper software, (CaseWare). CaseWare is a highly flexible engagement software for electronic workpapers. Engagements are planned, performed, and reviewed entirely on screen, eliminating paper. We will provide the City with access to CaseWare and a zipped file of all workpapers at the completion of the monitoring.

Email: Establish a CityofWausau@bmc-llc.net central email address to communicate with the entire BMC team simultaneously. This allows the City and any of its personnel to communicate with the entire team when needed, although we will provide an individual email address for each team member.

Remote Meetings: To facilitate remote working sessions, meetings, and conference calls, we will use the following tools:

- LogMeIn allows us remote access to a hard drive and/or server.
- Meetings will be conducted using a dedicated conference call number specifically for this contract, allowing participants from multiple locations to participate.
- GoToMeeting will be used for sharing desktops to review documents and other materials during conference calls.
- As necessary, we can also conduct Webinars for trainings or larger group conferencing.

24/7 Toll Free Access: We have a 1-800 customer service number that will have a live person answer calls 24-hours a day, 7 days a week. During normal business hours, the calls will be answered by our office. After hours calls will be answered by a live answering service with emails sent to the CityofPidgeonForge@bmc-llc.net so that all team members are aware of the question.

4.1.3 Project Ramp-Up

Over the last several years, we have assisted in the implementation of grant programs for Federal and State government agencies as evidenced in Section 5. References. We will leverage our experience and successful delivery of services. We anticipate leveraging existing forms, toolkits, guidance, work programs, and policies and procedures developed for other Government agencies for which we are providing CARES Act and ARPA grants management.

We anticipate 15-30 days for Ramp-Up Activities which will consists of, but not be limited to:

1. Obtain confirmation of acceptance of the proposed personnel from our team. Have team execute all Non-Disclosure Agreements (NDA), Conflict of Interest (COI), and Independence Statements for approved staff.
2. Complete the necessary forms to obtain remote access to relevant City systems including Grant Solutions (Treasury's system ARPA reporting), and other relevant systems, if applicable.
3. Conduct a document exchange of all available documentation from the City. At the time of the post award conference or before and concurrent with meeting with the established City Team, we will provide the City with a document request list that will include, at a minimum, list of approved projects, ARPA budget (preferably approved by Board); copy of the subrecipient grant agreements (by grantee type if the agreements differ); Notice of Funding Opportunity (NOFO), if applicable; relevant handbooks, memorandums, and other guidance; copies of grant related documents such as the budget; existing forms, policies and procedures, monitoring checklists, templates, reports, etc.; grant financial reporting documentation; and any other program related documentation Simultaneously, as identified by the City POC, we will interview the City personnel that have been working on the ARPA program to get up to speed on the status.

4. During this time, we will also provide designated City Personnel with access to the document repository and our project management system to facilitate the document exchange.
5. Establish a weekly meeting to discuss tasks required for the ARPA program. We will prepare an agenda, record the meetings, and provide follow up summary minutes within two (2) business days of each meeting. All assigned tasks and subtasks will be logged into the appropriate tracking report and entered in the project management system to track
6. After each weekly meeting we will agree to the action items for the next weekly meeting, including any new deliverables.

The Ramp-Up activities will be managed by the Program Manager, Project Manager, and Project Coordinator and should be completed within 45 days.

4.1.4 Task Assignment Process

As the City identifies and requests services, we will agree to the nature, timing, and extent of the services, and what, if any deliverable will be required. We recognize that there will be a lot of verbal communications which we will track in our project management system RedBooth to ensure follow up and resolution but will not include in the tracking report unless it requires a deliverable. We anticipate a lot of communications and activities as issues arise and want to minimize obstacles or bureaucratic processes that may cause delays. We recommend the following approach for the City to assign tasks as they are identified.

Notification of need for Services	• The City verbally, at weekly meetings, or in writing, requests services • Log it in the project mangaement system
Obtain the City's concurrence	• Clarify the need, agree to the deliverable and due date, update the project management system • If requested, provide the City with an estimate of hours to complete
Perform Services	• In the project management system, create a task list for the approach to complete the service including document requests, meettings, etc. • Work with the appropriate personnel to complete service
Draft Deliverable for City Review	• Report, templates, memorandum, etc. • Submit to the City for review and concurrence • Make revisions to deliverables, if necessary
Final Deliverable	Submit final deliverable, update tracking report, and project management system

Figure 8. Tasks Request Process Flow.

We anticipate daily communications, weekly status conference calls, and monthly reporting to track needed assistance in a timely matter. The Project Manager will be available 24/7 to respond to the City.

4.1.5 Work Plan Submissions

We will submit a bi-weekly work plan including the projected tasks, due date, associated due date, and staffing plan in hours and dollars for the City’s approval. Once approved, the due dates and deliverables for the approved tasks and subtasks will be entered in our project management system representing the work to be performed. We have successfully used this approach on similar engagements where the tasks and subtasks vary.

4.1.6 Status Calls/Meetings

We strongly recommend, at a minimum, bi-weekly conference call to discuss the submitted Work Plan and obtain approval from the City to move forward with assigned tasks. We anticipate fluctuations in workload based on the funding of the ARPA in two (2) tranches. There will be an increase in cost reimbursement activity 120-150 days after grant awards based on receipt of funding tranches.

4.2 Approach to Providing Services

4.2.1 Proposed ARPA Compliance System - AIRRS

We can provide the City with an IT solution for reporting, tracking, and management of ARPA funds under **PRiSM American Investment Response & Report Services (AIRRS).** AIRRS is a platform providing an electronic tracking and reporting system for management of programmatic metrics, funding obligations, grants applications, subrecipient awards, and generating quarterly and annual reports. Our team will deliver end-to-end operational procedures and/or augment the City's contract and grant management processes. If the City elects this option, there is an annual license fee ranging from $10,000 to $15,000.

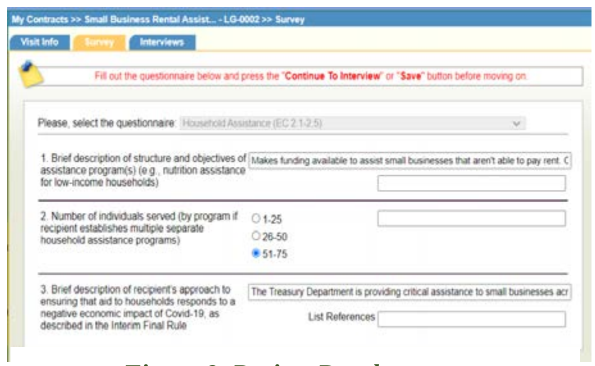


Figure 9. Project Development.

The figures shown are screenshots of the data collection and reporting capabilities in PRiSM. The following figure represents the interview/survey process for developing projects that are eligible under the Final Rule. ***Figures 9 and 10*** show the dashboard for tracking projects consistent with the Treasury Final Rule. The City will be able to have real time access to project information from expenditures to status of completion of the projects. ***Figure 11*** represents graphs of the required quarterly and/or annual reporting required for the Treasury. AIRRS can report the information in narrative, graphs, and pivot tables.

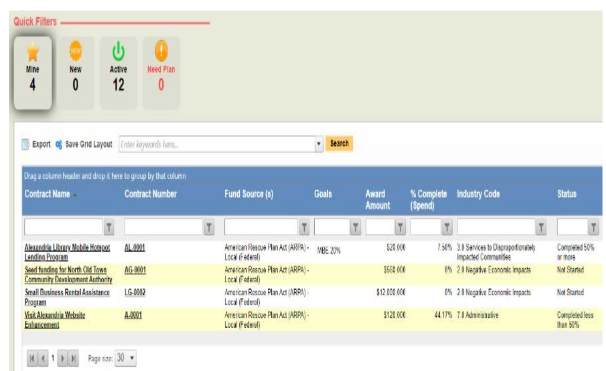


Figure 10. Project Tracking and Reporting

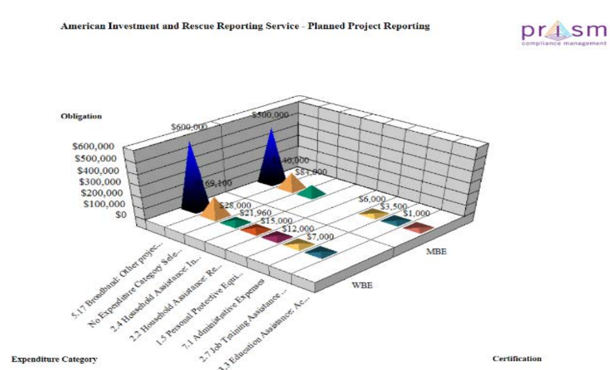


Figure 11. Annual Report Graphs.

4.2.2 Summary of Approach to Services

In the table below summarize some of the services we can provide in the areas of:

- Project Selection & Eligibility
- Public Notification & Involvement
- Bidding & Contracts/Wages
- Project Management
- Financial/Accounting Management/Reporting

Table 3. Summary of Grant Services.

Proposed Services	Summary of Approach	Deliverable (s)
PROJECT SELECTION & ELIGIBILITY		
Review and/or prepare Project Descriptions/Scopes and Risk Assessments	Review the proposed Projects and perform a project risk assessment relative to the Project's compliance with eligibility requirements per the Treasury FAQ and Final Rule. The risk assessments will include reviewing the Project description and justification and determining the appropriate use of funds categories; mapping the Project to an eligible ARPA category, compliance framework (source), and Treasury reference; determining the risk category (low, medium, high) based on agreed risk definitions; confirming the budgeted spending by project and determining the spending by risk category. Obtain a copy of the Project Proposals for approved and anticipated projects. Review the descriptions to ensure they are comprehensive, includes a justification, falls within the ARPA eligibility criteria, and have sufficient information as provided in the Treasury Guidance. In addition, we will maintain electronic files in the AIRRS system discussed in Section 4.2.1. AIRRS includes a module to evaluate approved projects based on the performance metrics and reporting standards approved for each project.	• Project Development • Project Risk Assessment • Project File Maintenance
Review and provide guidance on the approved ARPA Plan	We will review the proposed and/or approved budget and assist the City in full implementation. On existing contracts, we have recommended that City allocate a pool of funds to be awarded to not-for-profit organizations, small businesses, and other eligible non-public entities through a NOFO and subsequent grant award process. We recommended the types of grants awards based on the eligible criteria in the ARPA and worked with the agencies to do a community-based needs assessment to ensure the ARPA grants are most impactful to the community.	• Analysis and Recommendations
Assist with the development of performance metrics	We will assist in the development of performance metrics that comply with the Treasury Guidance. This includes prioritizing and organizing by eligible activity and the corresponding expenditure category. Based on the eligible activity and expenditure category, we will work with subrecipients and internal departments to develop performance metrics that comply with the Final Rule. This includes reviewing the project descriptions and all available documentation to obtain an understanding of the project, communicating with the subrecipient/internal department to discuss performance	• Project Performance Metrics

Proposed Services	Summary of Approach	Deliverable (s)
	metrics, documenting the performance metrics, and incorporating them in the subrecipient agreements.	
Develop grant related documentation for external subawards	We provide a range of deliverables for this service: • We will leverage existing grant application intake, review, and recommendation for award processes that we are utilizing for other agencies. This includes verifying with the City how applications will be accepted (i.e., on an existing platform with the City, directly to BMC's platform, etc.), evaluation criteria, evaluators (which may be a combination of City personnel for programmatic and BMC personnel for financial), processing time, and award notification. • We will leverage existing NOFOs we have prepared for ARPA funding and assist the City in ensuring they are consistent with the approved Projects. We will also assist the City in determining application submission and review process, evaluation criteria, submission requirements, award ranges, eligibility requirements, application submission and processing, eligible expenditures based on the NOFO and reporting requirements. We will also ensure that the NOFO includes information such as the draft subgrant agreement, list of eligible expenditures, information on supporting documentation, and reporting requirements and frequency. • We will leverage existing subrecipient agreements for ARPA funds. The subrecipient agreement will be consistent with the information in the NOFO including the list of eligible expenditures, information on supporting documentation, and reporting requirements and frequency. • For ARPA funding used for internal projections, we will leverage an existing Internal Memorandum of Understanding between that can be used to document the agreed use of ARPA funds for internal projects.	• Notice of Funding Opportunity • Grant Application • Subrecipient Agreement • Internal Memorandum of Understanding • Templates for budgets • Templates for financial reporting • Performance Metrics
PUBLIC NOTIFICATION & INVOLVEMENT		
Participate in meetings, debriefings, and presentations including public outreach events	As requested by the City, the Principal and Project Manager will be available for meetings, debriefings, and presentations with third parties. This may include preparation of oral presentations, debriefings, analysis, and other materials to present at the meeting. Upon notification of the meeting, we will have a planning call with the City, obtain an understanding of the purpose and participants for the meeting, agree to the meeting materials to be developed by BMC and their due date, and confirm how the meeting will be facilitated.	• Presentation materials • Surveys and follow up
Respond to public inquiries regarding use of SLFRF funds.	Upon written receipt of a public inquiry for response, we will track the inquiry in a tracking report, establish a task in our project management system, and assign it to appropriate BMC personnel. BMC will prepare a formal written response for the City's approval within three (3) business days of receipt unless otherwise indicated by the City. We will request an extension if we need more time to respond. In addition, we will notify the City if we are unable to provide a response due to lack of availability of information, relevance, or lack of clarity. For	• Written Response

Proposed Services	Summary of Approach	Deliverable (s)
	responses we will first research the FAQs published by the Treasury, then Treasury guidance, 2 CFR Part 200, and other Federal guidance. If the inquiry is project specific, we will confer with the City to obtain the needed information.	
BIDDING & CONTRACT/WAGES		
Assist with drafting RFPs and bid solicitations for use of the City's ARPA designated Federal Recovery Funds and for designing and implementing scoring matrixes for the review of such proposals.	Our firm has extensive experience developing RFPs and other solicitations consistent with 2 CFR Part 200, specifically Sections 200.317 to 200.327, and Appendix II. There are specific provisions, procurement methods, pricing, and other requirements unique to 2 CFR Part 200. We review our clients existing purchasing policies and where necessary develop supplemental policies specifically for Federal grant awards. See ***Attachment 2*** for a sample of a contract we developed for an existing client. In addition, AIRRS also have procurement tracking and reporting functionalities that will allow RFPs to be entered and track through the system.	• Subcontracts including required Uniform Guidance Clauses • Scope of Services • Independent Cost Estimates
Assist in reviewing and analyzing solicitation responses to requests for proposals and bids for use of the City 's Fiscal Recovery Funds.	The proposed AIRRS system will allow BMC and the City to track RFPs, enter evaluation scores and comments from evaluators. BMC has Grants Specialist on our existing contracts that have direct experience reviewing and evaluating solicitations subject to Federal regulations who will assist in developing, evaluating, scoring, and recommending for award for solicitations.	• RFP Tracking System • Subcontract Evaluation and Award System •
PROJECT MANAGEMENT		
Overall management of contract	See Section 4.1 for our detailed approach to project management.	• Project Reports • Status Calls • Project Management System
FINANCIAL/ACCOUNTING MANAGEMENT/REPORTING		
Assist in funds administration and control procedures of grant proposals selected for funding and stablishing an internal financial tracking system to ensure funds are expended within established timelines, recorded appropriately in the accounting system, and generate information needed for periodic reporting to the granting agency.	BMC has two (2) solutions to providing these services 1) electronic ARPA compliance system or 2) manual system. For the electronic data collection and tracking system, we utilize the PRiSM American Investment Response & Report Services System (AIRRS). See Section 4.2.1 for more information concerning AIRRS. AIRRS is a web-based system designed to award and administer grant funds, perform grant management, track fund obligations, collect programmatic data, and define economic impact. The City, subrecipients, subcontractors, and other third party can access this system to submit grant applications, award grants, submit cost reimbursement requests, submit programmatic reports, monitor socioeconomic goals, track obligations and expenditures, send notifications and alerts to users such as reporting reminders, and for managing funds. This system is currently being sed by State and local government agencies for their labor and DBE compliance. This approach is more expensive and recommended for Cities and Cities that receive $25 million or more of ARP funding. Our manual tracking system ensures that all the same information is tracked through excel files and project reporting.	• Project Expenditure Reports • Treasury Reporting Requirements • Subrecipient Expenditure and Performance Reporting • Subcontract Financial Reports

Proposed Services	Summary of Approach	Deliverable (s)
Assist in development of policies and procedures for administrative, accounting and grant compliance oversight.	We will leverage existing policies and procedures that we developed for other agencies which are compliant with 2 CFR Part 200, Treasury Guidance, applicable local regulations, and other requirements. The key areas include procurement, grant award, cash management, subrecipient monitoring, financial management system, internal controls, and reporting.	• Uniform Guidance compliant policies and procedures
Develop subrecipient monitoring tool and perform monitoring	We will leverage existing subrecipient monitoring programs that we are using with other agencies to perform ARPA subrecipient monitoring in compliance with Uniform Guidance, Treasury Final Rule, and other Federal guidance. We will customize the work programs to comply with any City or grant specific requirements. The monitoring will include risk assessments for all subrecipients to determine the nature, timing, and extent of the monitoring.	• Risk Assessment including Scorecard • Individual subrecipient risk assessment • ARPA monitoring program • Conduct individual subrecipient monitoring
Assist with preparation of monitoring and/or audit responses to findings and/or concerns.	We will assist the City in preparing for monitoring by performing internal Quality Control Reviews, ensuring policies and procedures are operating as designed, and tracking all audit inquiries and working with the City to address them until resolved.	• Internal Quality Control Revies • Responding to audit request and other inquiries • Tracking audit inquiries
Provide training and technical assistance	As the City or our team identifies technical assistance and/or training needs, we will leverage existing information we are using with other agencies such as training webinars. Upon City approval, for any training or technical assistance, we will agree on the nature, timing, extent, participant, level of effort, and the final deliverable. If we determine that the inquiry could potentially be from a whistleblower or require further investigation, we will notify the City immediately and recommend reporting it to the Federal Whistleblower hotline.	• Technical Assistance Summaries or other deliverables • Facilitate Training Webinars • Prepare training materials
Track, review, and process reimbursement requests	We will leverage existing reimbursement forms, and checklists that we are using with other agencies. We strongly recommend providing subrecipients with a cost reimbursement form consisting of instructions, a list of eligible expenses, and the applicable supporting documentation. Each reimbursement form will be logged in as a separate task in our project management system and on the tracking reports where they will be tracked until completion. Reimbursements will be processed within five (5) business days of receipt with BMC recommending payment of those expenses that meeting the eligibility and supporting documentation requirements. If requested reimbursements are deemed ineligible, BMC will notify the City and the subrecipient and request resubmission of the reimbursement request with only eligible costs.	• Processed claims for reimbursements • Tracking reports • Claim reimbursement template
Grant Closeout	We will leverage existing grant closeout procedures that we have successfully used at the Federal, State, and local level that comply with Uniform Guidance §200.344 Closeout including a closeout checklist, workbook for reconciliation of grant funds	• Reconciliation of project funds to accounting system

Proposed Services	Summary of Approach	Deliverable (s)
	to accounting system, eligibility post-award assessment, final reporting of obligated and expended balances, samples letters for recapture/refund if unexpended advanced funds, and other relevant documentation.	• Grant closeout our certifications and representations • Complete File Package

4.2.3 Project Reports

Below is a summary of the reports we provide for this type of work.

Table 8. Proposed Reporting Schedule & Frequency.

Report	Purpose/Description	Frequency
Monthly Status Report	This report will consist of, but not be limited to, assignment, work completed, work projected for the next reporting period, challenge/resolutions, and open items.	5th business day of each month
Project Reports	We will use AIRRS and/or our project management system to track, on a project basis, project status, obligations, expenditures, and balances.	5th business day of each month
Work Plan	Includes the projected tasks, due date, associated due date, and staffing plan in hours and dollars for the City's approval.	Bi-Weekly
Problem Resolution Log	An Excel report that tracks all project related problems, the date identified, person responsible, resolution, date resolved, and a description. Maintained by the PM.	5th business day of each month

4.3 Quality Control Plan

BMC will design a Quality Control Plan (QCP) consisting of a comprehensive quality program to ensure quality and timely performance and to prevent, detect, and/or correct any deficiencies prior to submission of deliverables to City. Our framework leverages industry best practices by focusing on three critical elements: quality planning, quality assurance, and quality control as shown in the figure below.

Figure 12. The BMC Team's Quality Framework Ensures High Quality and Standards.

The three elements are defined as follows:

- ***Quality Planning*** (QP) is the process that identifies the quality standards that are relevant to the City project and determines how to fulfill them.

- ***Quality Assurance*** (QA) is the process of ensuring each task order meets relevant quality standards. This is accomplished through peer reviews, the City reviews, and product reviews by our Quality Control Team.
- ***Quality Control*** (QC) is the process of monitoring and managing quality issues to ensure compliance is maintained. It also includes the objective reporting of quality issues to BMC team leadership and to our client.

Our Quality Control Plan capitalizes on the experience, skills, and expertise of each member of the team. We use a pyramid approach to quality service allowing different levels of QC depending on the deliverable. The QC level is determined by the deliverable and the staffing. As a team, we hold each team member accountable for providing the highest level of service and support this accountability through cross-functional quality control checks, peer reviews, and internal reviews. We understand that a strong QC process involves checks and balances throughout the project well before deliverables are provided to the client.

We will develop the Quality Control Plan upon award of this contract.

5. REFERENCES

5.1 City of Sun Prairie

Government/Company Name: **City of Sun Prairie, Contract#: 21-FIN25**
Address: **300 E Main Street, Sun Prairie, WI 53590**
Contact Person/Title: **Caitlin Stene, Director of Administrative Services**
Phone: **608-622-1502** **Email**: **cstene@Cityofsunprairie.com**
Contract Period: **6/2020 to 12/31/2026**
Scope of Work:

We are providing the following services for the ARPA Funds:

- Assist with review of grant requirements, guidance, and interpretation in accordance withuniform guidance referencing 2 CFR §200.
- Assist in funds administration and control procedures for the review of grant requirements, guidance, and interpretation.
- Assist in funds administration and control procedures of grant proposals selected for funding.
- Assist in developing policies and procedures for administrative, accounting, and grant compliance oversight.
- Advise on the proper fund structure, accounting standards, internal controls, and compliance.
- Assist with creation and maintenance of project files. These files must demonstrate compliance with all applicable state, local and federal regulations.
- Assist with compliance and monitoring of subrecipients and beneficiaries, including review of funding requests submitted by subrecipients as well as auditing for appropriate controlsand documentation, if applicable.
- Assist in establishing an internal financial tracking system to ensure funds are expended within established timelines, recorded appropriately in the accounting system, and generate information needed for periodic reporting to the granting agency, if applicable.
- Assist with conducting required risk assessments and review of internal controls.
- Assist with preparation of project files identified as the subject of monitoring visits and/or audits by any requesting entity.
- Assist with preparation of monitoring and/or audit responses to findings and/or concerns.
- Provide support as required to meet all stated deadlines to meet American Rescue Plan required timelines to recover full reimbursement.

- Meet with federal representatives, and/or state representatives as requested to discuss the City's COVID-19 related costs and expenditures.
- Assist the City in completing the appropriate documentation required for federal grant funding, and the submittal of all eligible expenditures to the appropriate agencies, andwithin the required deadlines.
- Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.
- Assist with developing closeout strategies and procedures for the City and assist the Citywith implementation of those strategies and procedures.
- Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.
- Use generally accepted accounting (GAAP) principles in conducting any of the services pursuant to the contract.
- Collaborate with local government on project formulation; information gathering; project development.

5.2 City of Middleton, WI

Government/Company Name: **City of Middleton**
Address: **7426 Hubbard Avenue, Middleton, WI 53562**
Contact Person/Title: **Bill Burns, Assistant City Administrator/Finance Director**
Phone: **608-821-8236** **Email**: **bburns@cityofmiddleton.us**
Contract Period: **1/3/2022 to 12/31/2026**
Scope of Work:

We are providing the following services:
Development and Planning:

- Review existing plan and implement strategies designated to maximize federal assistance by collaborating with City staff on project formulation; information gathering; project development (review and refine project's scope, including cost estimating that will be the basis of each project, define measurable performance outcomes and outputs)
- Provide expert programmatic and policy advice on ARPA programs
- Provide support for strategic planning and coordination of all recovery efforts
- Conduct and coordinate community engagements at the request of the City
- Identify potential improvements and maximize public assistance/American Rescue Plan Act funding
- Represent the City and attend meetings with the City Council, community, stakeholders, and U.S. Treasury

Program Coordination, Compliance and Reporting:

- Provide oversight and guidance to guarantee compliance with the U.S. Treasury Interim Final Rule, 2 CFR 200, and assist with any requests for information, justification, and eligibility requirements
- Coordinate and manage reports with City staff
- Coordinate with stakeholders and sub-recipients to obtain all cost and necessary back-up documentation to develop, monitoring, as well as revise and submit reports
- Develop program guidelines, policies, procedures, implementation plans, or other pertinent documents
- Prepare and conduct the close-out process, ensuring maximum retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits
- Prepare for and respond to reviews and audits for on-going and completed projects
- Prepare formal audit responses and justifications; attend associated meetings and hearing as needed
- Keep track and monitor consultant's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics)

5.3 City of Columbus

Government/Company Name: City of Columbus
Address: 90 West Broad St., Columbus, OH 43215
Contact Person/Title: Lucie McMahon
Phone: 614-400-5453 Email: LMMcMahon@columbus.gov
Contract Period: 01/22/2022 - 01/23/2024
Scope of Work:

The BMC team assists with the following:

- Review of grant requirements, guidance, and interpretation in accordance with uniform guidance referencing 2 CFR §200.
- Funds administration and control procedures for the review of grant requirements, guidance, and interpretation.
- Funds administration and control procedures of grant proposals selected for funding.
- Developing policies and procedures for administrative, accounting, and grant compliance oversight.
- Advise on the proper fund structure, accounting standards, internal controls, and compliance.
- Creation and maintenance of project files. These files must demonstrate compliance with all applicable state, local, and federal regulations.
- Fiscal and programmatic monitoring of subrecipients of HUD's Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) and the Treasury's State and Local Fiscal Recovery Fund (SLFRF) and Emergency Rental Assistance Program (ERA) which are new grant programs implemented under the American Rescue Plan Act (ARPA) enacted to address the economic impact of COVID.
- Establishing an internal financial tracking system to ensure funds are expended within established timelines, recorded appropriately in the accounting system, and generate information needed for periodic reporting to the granting agency.
- Conduct required risk assessments and review of internal controls.
- Preparation of project files identified as the subject of monitoring visits and/or audits by any requesting entity.
- Preparation of monitoring and/or audit responses to findings and/or concerns.
- Project Evaluations as required.
- Other grant administration-related activities and technical assistance as needed.

5.4 U.S. Department of Housing and Urban Development, Office of Housing and Counseling (HUD/OHC)

Government/Company Name: U.S. Department of Housing and Urban Development, Office of Housing and Counseling (HUD/OHC)
Address: 451 7th Street S.W., Washington, DC 20410
Contact Person/Title: Qiana Roberts, Contracting Officer
Phone: 202-402-2634 Email: Qiana.K.roberts@Hud.gov
Contract Period: 10/1/2014 to 7/31/2019
Scope of Work:

We conducted cradle-to-grave grant management services — from pre-award to grant closeout for local and state agencies, non-profits, and tribal organizations. For pre-award, we review applications and grant execution packages, conduct financial capability assessments, perform financial management system reviews, and recommend the approval or rejection of applications and grant management. For post-award, we conduct onsite financial audit/reviews of grantees throughout the United States to evaluate and assess their level of compliance with 2 CFR Part 200, administrative and programmatic requirements and perform grant closeout. For HUD/OHC, NPS, and SSA our services include developing the assessment procedures for performing financial and accounting system reviews, developing onsite assessment questionnaires, assessment tools, and providing a standard site visit confirmation letter and a checklist. We conduct interviews and meetings with OHC, NPS, and SSA staff to gather information on program policies and structure to develop an understanding of financial requirements of local and State agencies and tribal and non-profit organizations.

We developed the financial and programmatic monitoring/review procedures referred to as a "Financial and Administrative Review (FAR)" used to determine compliance with the HUD grant and Federal regulations including 2 CFR Part 200. We used attestation standards to assess approximately 400 subrecipients that received various housing-related grants. Subrecipients included non-profit organizations, state and local agencies, and tribal organizations. As a part of determining the types of compliance activity (i.e., desk review, full-scope review, etc.), we developed a risk-based approach to determining the nature, timing and extent of oversight and monitoring/review. We established risk factors and risk categories (low, medium, high) and scored each grant recipient and subrecipient based on agreed upon risk factors. We created a three-year database, in Excel, of critical grant data including award amount, prior audit findings, single audit findings, number of eligible entities or subrecipients, amount reimbursed (captured), and review findings, to compute the risk scores based upon the agreed upon risk factors. For those recipients that had a low-risk score, they received a desk review; medium risk score, a limited scope review; and high-risk score, a full review. We developed different procedures for each type of review. We performed approximately 148 desk, limited and full assessment reviews annually based on the risk-based approach.

5.5 National Forum for Black Public Administrators (NFPBA/I4x) – City of Las Vegas

Government/Company Name: **National Forum for Black Public Administrators, Institute for Excellence in Public Administration (NFPBA/I4x) for the City of Las Vegas**

Address: **2107 North First Street, Suite 470, San Jose, CA 95131**

Contact Person/Title: **Byron Marshall, C-Managing Partner**

Phone: **512-626-9534** **Email:** **byron@i4xnps.com**

Contract Period: **4/2022 – 12/2022**

Scope of Work:

Working as a subcontractor to NFBPA/i4x, for the City of Las Vegas we reviewed 76 internal and external ARPA funded projects to assist in the development of performance metrics and to determine the allowability of proposed budgets. We are assisting Management Partners and i4x by reviewing 76 projects, specifically the Grant Orientation Workbooks, applications, and other documents submitted. For each reviewed project, we complete a comprehensive checklist where we develop questions for clarification of the projects and identify missing documentation. The completed checklists will be used to develop and negotiate performance metrics with subrecipients (external) and City departments (internal). As requested, we will conduct individual outreach to recipients to formalize agreements.

6. FEE SCHEDULE

Labor Category	Hourly Rate
Principal/Program Manager/Senior Manager	$285.00
Project Manager	$110.00
Grants Manager	$110.00
Senior Grants Specialist	$95.00
Senior Auditor	$95.00
Auditor	$75.00
Grants Specialist I	$75.00
Project Editor	$60.00
Project Coordinator	$48.00
License for AiRRS Compliance System	$10,000.00

ASSUMPTIONS

There is not sufficient information provided in the solicitation to estimate hours by labor category. Accordingly, we are proposing the above hourly rates.

We are proposing an annual escalation for all labor categories of 3%.

APPENDIX 1 – BUSINESS LICENSE

Maryland
DEPARTMENT OF LABOR

Results for Active Licensed Certified Public Accountants: 1

Name	Address	City	State	Zip	Expiration	Category	Reg. #
BOOTH MANAGEMENT CONSULTING, LLC	7230 LEE DEFOREST DRIVE SUITE 103	COLUMBIA	MD	21046	2024-04-15	CPA LIMITED LIABILITY COMPANY	40609

APPENDIX 2 – PEER REVIEW

Manning & Associates
Certified Public Accountants, LLC
John M. Manning, CPA • Sandra L. Comer, CPA • John C. Bensman, CPA • John M Keller, CPA

Report on the Firm's System of Quality Control

To the Member of
Booth Management Consulting LLC
Certified Public Accountants
and the Peer Review Committee of the
Maryland Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Booth Management Consulting LLC, Certified Public Accountants (the firm) in effect for the year ended February 28, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Dayton | 6105 N. Dixie Drive | P.O. Box 13449 | Dayton, Ohio 45414
(937) 898-3167 | Fax (937) 898-9202 | Email: dayton@manningcpallc.com

Sidney | 500 Folkerth Avenue | Sidney, Ohio 45365
(937) 492-0386 | Fax (937) 492-3262 | Email: sidney@manningcpallc.com

America Counts
On CPAs®
www.manningcpallc.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Booth Management Consulting LLC , Certified Public Accountants in effect for the year ended February 28, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail*. Booth Management Consulting LLC. Certified Public Accountants has received a peer review rating of *pass*.

Manning & Associates CPAs, LLC

Manning & Associates CPAs, LLC
Dayton, Ohio

July 22, 2020

APPENDIX 3 – RESUMES

Program Manager – Robin Booth, CPA

<table>
<tr><th colspan="2">Robin Booth, CPA — Audit Program Manager</th></tr>
<tr><td>Education</td><td>BS Accounting, Bowie State University</td></tr>
<tr><td>Training/ Systems/ Certifications</td><td>Certified Public Accountant
AICPA Certified COSO Internal Auditor
AICPA Certified Project Manager
Certified QuickBooks Pro Advisor
Certified eFAACT Government Accounting System Advisor
25 years government accounting and auditing experience
22 years project management experience
17 years acquisition and procurement experience
15 years system design and implementation experience
8 years FTA experience
Proficient in Microsoft Office Suite</td></tr>
<tr><td>Relevant Experience</td><td> Audit Principal, Booth Management Consulting, November 1998- Present Ms. Booth is Principal of Booth Management Consulting, LLC (BMC), which she founded in 1998. Her primary responsibilities include project and contract management for firm contracts including accounting services, internal control engagements, audits, due diligence and quality assurance services, accounting, financial, and management consulting projects for various federal, and state and local governments and private sector enterprises. Ms. Booth has more than 25 years of relevant experience and knowledge of federal accounting and auditing standards, policies, and procedures such as 2.CFR Part 200, Uniform Guidance, GMRA, FFMIA, FMFIA, FISMA, GAGAS (“Yellow Book”), GAAP, USSGL, CFO Act, Improper Payment Act, SCRUM, and the Taxpayer Accountability Act. For the CARES Act and American Rescue Plan (ARPA) programs managed by the U.S. Treasury Department, Ms. Booth leverages her 25+ years of Federal, State, local and nonprofit grants management and in-depth knowledge of the Uniform Guidance to successfully navigate clients through the new and evolving programs enacted due to the COVID National Pandemic including the State and Local Fiscal Recovery Funds (SLFRF) and Emergency Rental Assistance Programs (ERAP). Ms. Booth created the ARPA Team consisting of BMC auditors, grants specialists, and analysts, who have been specially trained to provide ARPA grants management and monitoring services. This team is currently working with eight (8) clients consisting of the Federal and State governments and municipalities (Cities, Counties, and Towns). This team provides the following services: Development of project descriptions including performing project risk assessments, scorecards, budgets, and procurement plans for internal projects.</td></tr>
</table>

Robin Booth, CPA — Audit Program Manager

- Strategic planning and development of ARPA budgets including the revenue loss computations, infrastructure projects, community outreach,
- Preparation of the required quarterly (and/or annual) reporting.
- Development of core documents in compliance with the Uniform Guidance including subrecipient agreements, subcontracts, risk assessments, financial and performance report templates and toolkits, budget formats, and a tool to determine eligible activity.
- The team has developed policies and procedures in the areas of procurement, internal controls, subrecipient monitoring, cost principles (i.e., determining allowability of submitted request for reimbursement), and grant related accounting.
- Development of Notice of Funding Opportunities and managing the grant application process from intake to evaluation for awards
- Providing a platform/IT solution (AiRRS) for submitting applications, monitoring subrecipient agreements and subcontracts, accepting and monitoring financial and performance metrics reporting, accepting, and processing request for reimbursement, and expenditure reporting as required by Treasury.
- Responding to internal and external inquiries.
- Providing training and technical assistance to clients and subrecipients.
- Serving as a liaison to clients with the Federal government, subrecipients and general public.

Ms. Booth is the principal on the following ARPA related contracts:

- City of Sun Prairie
- City of Middleton
- City of Columbus
- City of Las Vegas
- Luzerne County
- Mississippi Department of Employment Security
- University of Washington

Ms. Booth has conducted training to Federal, State, Local, and non-profit organizations on the Uniform Guidance, CARES Act and SLFRF grants management and subrecipient monitoring.

Ms. Booth was also the principal on the following Federal government and not for profit grants related contracts.

Grant Management

U.S. Department of Housing and Urban Development, Office of Housing Counseling (2014 to Present)

Under this contract, Booth Management Consulting conducts financial and administrative reviews, using agreed-upon procedures, of over 100 participating agencies in HUD's Housing Counseling Program to evaluate and

Robin Booth, CPA — Audit Program Manager

assess their level of compliance with financial and administrative requirements for organizations that receive federal grant assistance including their financial stability and internal controls. For outstanding financial findings and recommendations resulting from on-site financial and administrative reviews, action plans, and financial analysis, we assist HUD in follow-up and closeout activities and prepare final closeout letters to HUD and the participating agency.

NeighborWorks (2016 to Present)

Team of eight auditors performing Financial Capability reviews to over 200 subrecipients including State Housing Finance Authorities, National Intermediaries, Housing Counseling Subrecipients, and affiliate organizations of NeighborWorks to verify their financial and programmatic compliance with the grant agreement, OMB guidance, Notice of Available Funding, and other requirements for their National Foreclosure Mitigation Counseling grants. Their reviews are conducted consistent with Generally Accepted Government Auditing Standards which encompass the Statement for Standards on Attestation Engagements. We also handle the follow-up and appeals process as required for subrecipients.

U.S. Department of Transportation, Federal Transit Administration (2010 to 2014)

On-site team of four (4) accountants/auditors provide assistance with financial statement preparation and support services for the grant accrual process to assist FTA in complying with policies mandated by the Chief Financial Officer (CFO), and support the accelerated due dates for agency submission of unaudited financial statements and related packages imposed by the Office of Secure Transporation (OST), Office of Management and Budget (OMB), and Treasury.

Grants Manager – Marilyn Lockman

Marilyn Lockman — Grants Specialists, II	
Education	**Bachelor of Science in Business Administration, Trinity University, Washington, DC, 2008**
Training/ Systems/ Certifications	• Proficient in Windows, Microsoft Office, MS Word, PowerPoint, Excel • Google Cloud Based Services for Businesses (Chrome, Mail, Drive/ Docs, Calendar, Sheets, Sites, etc.) • Salesforce • Compliance Auditing, Graduate School USA – Washington, DC • Homebuyer Education Methods: Training the Trainer, NeighborWorks Training Institute - Philadelphia, PA Financial Capability Certification, NeighborWorks America (In Progress) • Mastering Excel Functions and Formulas, Rockhurst University CEC, Inc. - Virtual Classroom Public Speaking, NeighborWorks Training Institute - Portland, OR • Business Writing for Managers, Realty Management – Bethesda, MD • Coordinator, Financial Peace University • Certified Compliance and Ethics Professional, Society for Corporate Compliance and Ethics
Relevant Experience	**Grants Auditor/Analyst** **Booth Management Consulting LLC, Columbia, MD** **April 2022 to Present on the following projects:** • ***City of Sun Prairie*** • ***City of Middleton*** • ***City of Columbus*** • ***City of Las Vegas*** Provides 1) assistance with the development of ARPA budgets; 2) performing project risk assessments and budgets in compliance with the Treasury's Interim and Final Rules, 2) meeting with department heads to develop projects; 3) developing Notices of Funding Opportunities (NOFO) and grant application intake and processing; 4) development of subrecipient and subcontract agreements; 5) performing on-going subrecipient monitoring including review of financial and programmatic monthly/quarterly reports; 6) developing risk assessment tools and pre-award and post-award risk assessments of subrecipients; 7) based on the risk assessments, performing desk reviews or remote/on-site subrecipient monitoring on an annual basis; 8) assisting with the preparation of Treasury reports; 9) processing subrecipient request for reimbursements; 10) responding to public inquiries; 11) providing training and technical assistance to Cities and subrecipients; and 12) facilitating meetings, community outreach, and other internal and external communications associated with ARPA. **HCN Program Manager** **National Community Reinvestment Coalition, Washington, DC** **September 2021 to March 2022** • Managed a Housing Counselling Network of 26 HUD Certified Housing Counselling Agencies • Stood up a $1.1 million Federal pass through grant program, awarding

Marilyn Lockman — Grants Specialists, II

15 HUD Certified Housing Counselling Agencies $839,000 in support of eviction and foreclosure prevention counselling

- Conducted monthly and ad hoc training webinars to ensure grantee compliance with Federal grant fund requirements
- Updated compliance monitoring and testing standard procedures according to 24 CFR 214 and other governing documents
- Oversaw coordinator compliance reviews, finalize and issue determination letters
- Prepared reports, provide data/analysis to staff, leadership, and external stakeholders
- Monitored grantee eligibility for grant payments and additional opportunities according to grant policies and procedures, industry standards and best practices
- Provide done on one technical assistance and training to HUD Certified Housing Counselling Agency leadership

Grants Specialist, Washington, DC
Neighborworks America, Washington DC
December 2019 to August 2021

- Developed and conducted training for internal staff and personnel at over 260 Network organizations
- Responsible for grant processing according to organization policies and procedures
- Led to $146,666,318 in grants during FY 20 to Network and Non-Network organizations supporting Housing and Community Development work, nationwide
- Prepared reports, providing data/information to staff, leadership, and external stakeholders
- Worked with the Information Technology department to prepare, design, and test applications in the organization's online grants management system
- Monitored grantee eligibility for grant opportunities according to approved grant policies and procedures, including non-network grantee audits and annual reporting requirements

Compliance Specialist
Neighborworks America, Washington, DC
March 2017 to September 2019

- Developed system that streamlined compliance and monitoring for 200 grantees and 3 major grant programs
- Assisted in development of program documents (Grant Agreement and Addendums, Events of Default and Remedies Policy, etc.), compliance testing templates, notification letters and various other documents
- Responsible for daily compliance monitoring of grantees receiving funds to provide Financial Capability counselling/coaching services through a $122.5 million grant program
- Conducted compliance audits, initiated fund recapture in cases where findings were not resolved
- Provided technical support and training to grantees to ensure understanding of program compliance requirements

Marilyn Lockman — Grants Specialists, II

Specialist
Neighborworks America, Washington, DC
February 2013 to December 2014

- Designed and implemented process by which 92 grant receiving organizations reported quarterly and closeout activity on $9 million in program funding
- Aided in the development of the reporting process for new grant programs within the division
- Responsible for the 5-part reporting process - distributing, collecting, tracking, classifying, and summarizing quarterly reports for ninety-two grant receiving organizations
- Provided data analysis Program Director
- Designed and created all program reporting forms, response files and accompanying instructional guides using Adobe X Pro
- Developed training materials and technical documents
- Coordinated training webinars for housing counsellors and program staff nationwide
- Managed internal and external facing program sites on the internet - including updates, announcements, and content changes
- Reviewed and scored grant applications
- Provided analytical and general support for special projects

Sector Liaison/Case Manager
Government of The District of Columbia, Washington, DC
Department of Employment Services, Office of Youth Programs
March 2008 to May 2011

- Served as Sector Liaison to over 20 District agency partners and provided program support to these agencies and the 4,000+ youth they employed
- Served as "Disconnected Youth Coordinator", working to provide job opportunities through the district's "First Source" agreement
- Conceptualized, planned, organized, and spearheaded "Ready to Work!" Pilot Workforce Development Training Series, coinciding with an eight-week Summer Employment Program
- Taught job-readiness skills to prepare program members for the workforce (drafted related training materials)
- Performed site visits to ensure that employers and employees complied with contracts and agreements
- Coordinated referrals on a wide variety of community-based resources and services for young adults
- Developed relationships with various professionals, community-based organizations, and sister agencies to provide a better menu of services for District youth

Audit Manager – Vonyette Grant

Vonyette Grant — Audit Manager	
Education	**M.B.A. (Major: Finance/ Project Management), Walden University Baltimore, MD, 2007-2009** **Bachelor of Science Degree / Major: Accounting, Bowie State University Bowie, MD, 1994-1999**
Training/ Systems/ Certifications	• CPA candidate • Certificate of completion/ Incurred Cost Submission Training, Washington, D.C., 2011 • Proficient in Microsoft Office; specialized knowledge in ERP software • Regulatory Compliance and Reporting General Accounting and Month End Reporting • Domestic and International Corporate Taxation Execution of Audit Testing & Negotiation • Accounts Payable, Accounts Receivable and Reconciliations Forecasting, Budgeting & Variance Analysis
Relevant Experience	**Audit Manager, Booth Management Consulting (BMC), Columbia, MD, May 2015—Present** ***2018 to Present Audit Manager on the following related projects:*** • ***Mississippi Department of Employment Security MDES)*** • ***Texas Department of Housing and Community Affairs (TDHCA)*** • ***City of Sun Prairie*** • ***City of Middleton*** • ***City of Las Vegas*** • ***City of Columbus*** Due to the similarity of the contracts, Ms. Grant is the Audit Manager on contracts performing cradle to grave grants management services including financial and performance monitoring for the following grants: 1) ARPA grants; 2) multiple CARES Act grants relative to workforce; 2) Workforce Innovation and Opportunity Act (WIOA); 3) Senior Community Service Employment Program (SCSEP); 4) Mississippi Apprenticeship USA (MAP); 5) Governor's Grant and 6) Opioid Grant. For the CRF grant funds, we are receiving and reviewing reimbursement requests and determining if eligible expenses have been quantified and accurately presented for reimbursement. Ms. Grant ensures execution of the approved Project Management Plan, Quality Control Plan, and approved work program. Assign tasks to teams, oversee the completion of the tasks, responsible for ensuring tasks are completed by the agreed upon due dates. Review 100% of all work papers working closely with the Principal on the Quality Control Team. Ms. Grant is supported by grants specialists, auditors, and analysts assigned to each of the contracts who work closely with staff auditors to perform the work. Her current level of effort on all contracts is approximately 50%. Accordingly, she is available to perform as the Audit Manager on any new related contracts.

BOOTH • MANAGEMENT CONSULTING

Vonyette Grant — Audit Manager

Ms. Grant's major accomplishments include the following:

- Development and update of the work program for workforce programs.
- Developed the risk factors and risk assessment tool currently in use by MDES for determining the nature, timing, and extent of the monitoring activities.
- Developed a desk review process for low-risk engagements.
- Developed work program for Coronavirus Relief Fund (CRF) and American Rescue Plan (ARPA)

Due to the excellent contract performance, the contract was expanded to include the CRF and ARPA programs.

Office of Housing and Urban Development, Quality Audit and Technical Assistance for the Comprehensive Housing Counseling Grant Program,

- Successfully completed Financial Analysis, Action Plan, and Technical Assistance and FARS for assigned agencies in a timely manner. Conducted onsite meetings with Subrecipients to discuss required implementation strategies for efficiency and effectiveness as well as provided recommendations on current processes were warranted

NeighborWorks / Project Reinvest Contracts

- Conducts assigned audit/review engagements successfully from beginning to end.
- Identifies and communicates issues raised, offering recommended solutions relevant to business and risk.
- Supervises Analysts/Auditors assigned to engagements providing guidance and overall review of deliverables

Defense Contract Audit Subrecipient (DCAA)
United States Subrecipient for International Development (USAID)

- Manage audit teams performing different types of contract audits, including Incurred Cost, Proposal, Cost Accounting Standards, Labor, Internal Controls, Provisional Billing Rates in accordance with Government Auditing Standards, Floor check, Adequacy and Compliance of Disclosure Statements, Paid Voucher Reviews, Forward Pricing Rate, and Billing Systems. Audits are performed in accordance with Government Auditing Standards (GAAS), Generally Accepted Accounting Principles (GAAP) Federal Acquisition Regulations (FAR) and agency acquisition regulations using standard work programs either developed by BMC or the standard work programs issued by the Defense Contract Audit Subrecipient (DCAA). Interprets and applies the Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulations (DFARS), and Cost Accounting Standards (CAS).
- Review draft audit reports including audit findings, conclusions and recommendations covering audit assignments
- Participate in meetings with contractor and acquisition personnel to discuss fiscal monitoring plans, present findings, or resolve material audit issues identified

Senior Grants Specialists – Hayward Coe, CPA

Hayward Coe, CPA – Senior Grants Specialists	
Education	**Bachelor of Science in Accounting, Bradley University, Peoria, Illinois**
Training/ Systems/ Certifications	• Certified Public Accountant, District of Columbia, #43615 • Grants Management Certificate
Relevant Experience	**Booth Management Consulting LLC, Columbia, MD** **April 2021 to Present on the following projects:** • ***City of Sun Prairie*** • ***City of Middleton*** • ***City of Columbus*** • ***City of Las Vegas*** • ***Luzerne County*** Mr. Coe is the Grants Specialists for the ARPA Team. Working under the direction of the Grants Manager, He provides 1) assistance with the development of ARPA budgets; 2) performing project risk assessments and budgets in compliance with the Treasury's Interim and Final Rules, 2) meeting with department heads to develop projects; 3) developing Notices of Funding Opportunities (NOFO) and grant application intake and processing; 4) development of subrecipient and subcontract agreements; 5) performing on-going subrecipient monitoring including review of financial and programmatic monthly/quarterly reports; 6) developing risk assessment tools and pre-award and post-award risk assessments of subrecipients; 7) based on the risk assessments, performing desk reviews or remote/on-site subrecipient monitoring on an annual basis; 8) assisting with the preparation of Treasury reports; 9) processing subrecipient request for reimbursements; 10) responding to public inquiries; 11) providing training and technical assistance to Cities and subrecipients; and 12) facilitating meetings, community outreach, and other internal and external communications associated with ARPA. **Senior Finance Consultant** **Robert Half Management Resources, West PALM, Miami, FL** **June 2017 to Present March 2021** • Responsible for managing clients' post-award management activities, including monitoring the financial performance of grants and contracts to ensure compliance with client and sponsor policies and consistency with sponsor-approved budget • Perform financial review and control activities, such as personnel charges, expense review and approval, account extensions, and closeout activities, preparing monthly forecast projections • Handle payroll distribution and certification, cost sharing and matching requirements, other terms, and conditions of the award; and preparing annual and final reports and financial analysis for faculty and PIs • Oversee and lead budgeting and planning process in conjunction with senior management, monitor progress and inform leadership on organizations financial status • Perform financial transactions, such as approving credit card charges, reimbursements, and travel reports, ensuring the accuracy of grants related transactions in conjunction with CFR 200, Subpart

Hayward Coe, CPA – Senior Grants Specialists

E – Cost Principles

- Create monthly grants aging report for management review
- Ensure the work-papers prepared by staff, as well as fiscal data compiled for inclusion of the Supplementary Schedule of Expenditures of Federal Awards (SEFA) is compiled accurately and within the established guidelines
- Assist in development of Single Audit findings responses and worked with user departments to create and implement action plans
- Assist in implementation of a contracts/grants management and financial reporting
- Ensure that the contract/grant billing and collection schedule was adhered to, cash flow was steady and supported operations

Associate Director Finance/Grants
Salish Kootenai College, Pablo, MT
September 2012 to March 2017

- Responsible for directing grant accounting functions (pre/post-award, closeout) totally $18m annually, including a range of funding sources from private, local, state, and federal grants
- Developed subaward/subcontracts as required, designed grant making processes, drafted first-ever institutional policy and procedures manual, and optimized operations, leading to greater institutional capacity and the internal integration of program evaluation and grant functions
- Designed, drafted (budget justifications), and submitted RFPs project proposals in collaboration with the college audience
- Forecasted the institution's $32m annual budget, including cost allocation, by coordinating with college department heads, faculty, and staff
- Effectively negotiated and developed the Indirect Cost Rate Agreement.
- Spearheaded the annual and grantor required audits (OMB A-133), including preparing schedules for external audit validation, completing the Schedule of Expenditures of Federal Awards, developing disclosure notes, etc., and 990
- Evaluated and assured that all appropriate controls and accounting practices followed appropriate guidelines, policies, and regulations
- Offered exceptional leadership, coaching, and counseling skills while drafting financial and grant reports and briefing senior management and the board of directors
- Responsible for designing grant reporting and conducting post-award analysis to determine management, financial and administrative issues, allowing college stakeholders to streamline Workplan and maximize outcomes
- Responsible for instrumental in streamlining grant reporting, budgeting, and internal financial reports offering an integrated view of college finances and operations to executive management and board of directors

Senior Auditor – Leelyn Moffatt, CPA

Leelyn Moffatt, CPA — Senior Auditor

Education	**Florida Atlantic University - Boca Raton, FL Bachelor of Business Administration in Accounting** December 2015 **Certified Public Accountant**
Experience	**Booth Management Consulting, November 2017- Present** **2019 to Present Senior Auditor on the following projects:** • ***City of Sun Prairie*** • ***City of Middleton*** • ***City of Columbus*** • ***Pinellas County*** Senior on contracts performing cradle-to-grave grants management for State and Local recipients and subrecipients of CARES Act and American Rescue Plan Act (ARPA) funding. Supervising a team of grant auditors, our services include 1) assistance with the development of ARPA budgets; 2) performing project risk assessments and budgets in compliance with the Treasury's Interim and Final Rules, 2) meeting with department heads to develop projects; 3) developing Notices of Funding Opportunities (NOFO) and grant application intake and processing; 4) development of subrecipient and subcontract agreements; 5) performing on-going subrecipient monitoring including review of financial and programmatic monthly/quarterly reports; 6) developing risk assessment tools and pre-award and post-award risk assessments of subrecipients; 7) based on the risk assessments, performing desk reviews or remote/on-site subrecipient monitoring on an annual basis; 8) assisting with the preparation of Treasury reports; 9) processing subrecipient request for reimbursements; 10) responding to public inquiries; 11) providing training and technical assistance to Cities and subrecipients; and 12) facilitating meetings, community outreach, and other internal and external communications associated with ARPA. ***U.S. Agency for International Development (USAID)*** ***Defense Contract Audit Agency (DCAA)*** ***U.S. Department of Transportation, Federal Transit Administration*** Supervise teams of 2-3 auditors performing contract and grant auditing including indirect rate reviews, incurred cost audits, accounting system audits, and business system audits on multiple Federal, State, and local government contracts. Audits are performed in accordance with Government Auditing Standards (GAAS), Generally Accepted Accounting Principles (GAAP) Federal Acquisition Regulations (FAR), Cost Accounting Standards (CAS), 2 CFR Part 200 Uniform Guidance, American Association of State Highway and Transportation Officials (AASHTO) and Federal agency acquisition regulations using standard work programs either developed by BMC or the standard work programs issued by the Defense Contract Audit Agency (DCAA). Contract auditing services consists of, but are not limited to, incurred cost, accounting system (pre-post),disclosure statement, government property, estimating, and purchasing. Perform non-audit contract/grant services such as review of indirect cost rate proposals and price proposals, negotiating rates, cost realism analysis, and financial capability assessments. **2017-2019 Lead Auditor on the following projects:** ***U.S. Housing and Urban Development (HUD)*** ***NeighborWorks America*** Supervise teams of 3-4 auditors on mid-risk engagements. • Provides technical assistance and outreach activities performed to grantee/subrecipients and subrecipients.

- Conducts one-on-one on-site and remote trainings to grantees and subrecipients.
- Performs indirect cost rate reviews and negotiations including reviewing submissions, preparing the workpaper packages, making recommendations concerning the rate submissions, and negotiating the indirect rates.
- Perform grant executions in conjunction with the grant award processing. Including reviewing financial information submitted such as budgets, single audits, and other financial information, comparing financial to performance (work plan) information and making a recommendation of award to HUD.
- Performs audits and reviews of grants and contracts consisting of, but not limited to, performing accounting system reviews, pre-award audits, incurred cost audits, financial feasibility reviews, purchasing reviews, and compliance reviews.
- Plans and conducts testing procedures on an organization's internal control environment.
- Performs agreed upon- procedures consistent with Statements on Standards of Attestation Engagements #10, Federal Acquisition Regulations, Cost Accounting Standards and 2 CFR Part 200 regulatory requirements.
- Supervises and reviews work performed by less experienced staff and designated assignments.

Staff Accountant, TSC Enterprise LLC - Camp Springs, MDAugust 2016 – September 2017

- Prepare audit workpapers and perform various audit tests on nonprofit organizations.
- Draft financial statements
- Draft memos to correspond with clients

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget Real Estate Services

Committee Action:
Fiscal Impact: $25,300

File Number:	21-1109 J	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐No☒	
	Included in Budget:	Yes☐No☒	*Budget Source: TIF District*
	One-time Costs:	Yes☒No☐	*Amount: $25,300*
	Recurring Costs:	Yes☐No☒	*Amount:*
SOURCE	*Fee Financed:*	Yes☐No☒	*Amount:*
	Grant Financed:	Yes☐No☒	*Amount:*
	Debt Financed:	Yes☐No☒	*Amount* *Annual Retirement*
	TID Financed:	Yes☒No☐	*Amount: $25,300*
	TID Source: Increment Revenue ☒ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the City of Wausau is committed to maintain infrastructure and other capital assets in a timely fashion; and

WHEREAS, the engineering staff has two projects underway experiencing shortfalls including Scott Street Bridge Fencing project and Stewart Avenue 72nd to 28th Avenue real estate services; and

WHEREAS, the 2022 capital fund includes $51,200 for the balance of real estate services and the costs are $76,500 with funding to come from Tax Increment District Ten; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to move the finance these projects as shown below with funds on hand:

Increase	148-351098230	Street Improvements	$25,300

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above.

Approved:

____
Katie Rosenberg, Mayor

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget for Parking Ramp Capital Repairs and Improvements

Committee Action:
Fiscal Impact: $39,000

File Number:	21-1109B	**Date Introduced:**	September 13, 2022

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☒No☐	
	Included in Budget:	Yes☒No☐	*Budget Source: Capital Projects Fund*
	One-time Costs:	Yes☒No☐	*Amount: $264,000*
	Recurring Costs:	Yes☐No☒	*Amount:*
SOURCE	*Fee Financed:*	Yes☐No☒	*Amount:*
	Grant Financed:	Yes☐No☒	*Amount:*
	Debt Financed:	Yes☐No☒	*Amount* *Annual Retirement*
	TID Financed:	Yes☒No☐	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☒ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the City of Wausau is committed to maintain infrastructure and other capital assets in a timely fashion; and

WHEREAS, the engineering staff have developed a facility plan to ensure that the parking ramps are maintained to extend their useful life; and

WHEREAS, the 2022 capital fund included $280,000 for capital repairs to the Sears Parking Ramp to be funded by debt; and

WHEREAS, the Board of Public Works awarded the project to the lowest bid of $195,441; and

WHEREAS, due to bid errors the project needed to be rebid and the low bid for the project was $263,725; and

WHEREAS, the project plan for Tax Increment District Twelve provides for $14,000,000 for parking infrastructure improvements and specifically identifies the Sears Parking Ramp; and

WHEREAS, on August 10, 2022, the Common Council approved a budget modification to move the 2022 parking ramp capital improvements from the capital budget to Tax Increment District Twelve in the amount of $225,000; and

WHEREAS, the Finance Committee authorized a budget modification reflect the recent bid results below:

Increase Expenses	241-250389220	TID #12 Parking Facilities	$ 39,000

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as noted above.

Approved:

____

Katie Rosenberg, Mayor

Wausau Police Department
515 Grand Ave Wausau, WI 54403 Ph. 715-261-7800

August 30, 2022

Re: Wisconsin Department of Administration Law Enforcement Agency Grant

Finance Committee:

In March, 2022, Governor Evers announced allocations of American Rescue Plan Act (ARPA) funds from the state to local law enforcement agencies. The Governor's press release is linked here: https://content.govdelivery.com/accounts/WIGOV/bulletins/30ec88b.

Every law enforcement agency in the state is receiving funds based on population and crime rate. The Wausau Police Department will receive a grant in the amount of $136,144.07 to be expended by June 30, 2023. There is a list of eligible expenditures listed in this link: https://doa.wi.gov/Pages/LocalGovtsGrants/LEAGrant.aspx.

I am requesting authorization from the Finance Committee to accept these grant funds. I understand we will need to follow procurement policy protocols for these purchases prior to purchase if approved. Furthermore, I am requesting authorization to expend these funds in the following manner:

1. Purchase rifle-rated vest inserts for every sworn staff member - $35,000.

   We currently purchase every sworn staff member a bullet-resistant vest at their time of hire. These vests last 5 years at which time we purchase a replacement vest when they expire. The vests we purchase are level 3A which is the highest level of soft ballistic protection we can buy for our staff. The 3A protection level will generally stop common pistol rounds such as 9mm, .40 and .45 caliber, etc. However, this type of vest does not offer enough protection to stop a rifle round.

   We do have "heavy vest" in each of our squad cars for officers to put on when responding to threats with weapons. However, with the transition to external vest carriers a couple of years ago, the heavy vest now covers essential equipment that is carried on the front of an officer's torso. In addition, the heavy vests are now outside of their 5 year warranty period. Purchasing rifle-rated vest inserts would fix these issues and provide for a higher level of ballistic protection at all times.

2. Defense and Arrest Tactics (DAAT) training protective gear - $4,000

   When we do training for Defense and Arrest Tactics, the role players wear padded protective gear to avoid injuries while taking strikes and other maneuvers from officers who are training. The current gear we have is quite old and needs replacement. This amount would allow us to purchase two new sets of protective gear.

3. Custom Hearing Protection - $30,000

   Officers train at the firearms range on a monthly basis. We always wear hearing protection while at the firearms range and we have annual hearing tests to determine whether or not we have suffered any hearing loss as a result of our work. New technology exists that is far superior to our current hearing protection. You can see more at this website: https://otoprotechnologies.com/.

4. Active Threat Response Gear - $8,000

   This gear comes in a kit that allows officers to carry additional ammunition and medical supplies when responding to an active threat (ie active shooter).

5. Automatic License Plate Recognition (ALPR) Cameras - $57,000

   This technology would greatly enhance our ability to deter crime and apprehend offenders in our community. This amount would allow us to install 20 cameras around the City. ALPR provides immediate alerts for wanted or stolen vehicles and records 30 days of vehicle traffic wherever cameras are installed. Fixed station ALPR has a growing footprint in Wisconsin. With a growing network of ALPR in Wisconsin, coupled with the fact crime is inherently multi-jurisdictional, adopting ALPR would enable us to leverage region and state-wide technology to increase our efficiency and effectiveness in our investigations.

   We believe this is very important technology for our community and our ability to deter and apprehend criminals. We have previously submitted ARPA and CIP requests for this technology, but have not been successful in receiving authorization for the purchase. If we move forward with this purchase, there is an ongoing cost of $50,000 per year we will need to consider in future years.

6. Financial Wellness Training - $2,500

   As a part of our overall employee wellness program, we plan to contract with Elevate Wisconsin through the Wisconsin Department of Financial Institutions to bring a robust suite of financial literacy and education products to our department. This cost gives access to an extensive array of financial education and allows all fire and police employees to participate.

Deputy Chief Barnes will be available at the Finance Committee to answer questions you might have as it pertains to this grant and our requests for equipment.

Chief Benjamin K. Bliven
Wausau Police Department

MEMORANDUM OF UNDERSTANDING
REGARDING USE OF ARPA FUNDS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the Wisconsin Department of Administration ("DOA"), whose principal business address is 101 East Wilson Street, Madison, WI 53703 and the undersigned tribal or local law enforcement agency ("LEA" or "Grantee"), whose address is identified below.

WHEREAS, the United States Department of the Treasury ("Treasury Department") has distributed to DOA funds ("ARPA Funds") from the Coronavirus State Fiscal Recovery Fund pursuant to 42 U.S.C. § 802, as added by section 9901 of the American Rescue Plan Act of 2021 ("ARPA"); and

WHEREAS, DOA is administering such funds through a variety of programs and initiatives; and

WHEREAS, a rule issued by the U.S. Treasury Department, which took effect on April 1, 2022 (the "Final Rule"), outlines the eligible uses of ARPA funds to include the provision of government services; and

WHEREAS, the program outlined by this MOU constitutes the provision of government services within the meaning of the Final Rule;

NOW, THEREFORE, DOA and Grantee agree that DOA shall grant, and Grantee may utilize, certain ARPA Funds, which constitutes direct assistance to Grantee as a beneficiary under the Final Rule, defined in the Program Schedule pursuant to the terms and conditions set forth in this MOU.

The term of this MOU will run from the Effective Date until the expiration of the Program outlined in the Program Schedule.

The person(s) signing this MOU on behalf of Grantee certifies and attests to having full and complete authority to bind Grantee, on whose behalf they are executing this document.

IN WITNESS WHEREOF, DOA and Grantee have fully executed this MOU as of the date of Grantee's signature below ("Effective Date").

DEPARTMENT OF ADMINISTRATION	**GRANTEE**
______________________________	______________________________
Chris Patton	Name: ____________________
Deputy Secretary	Title: ____________________
Department of Administration	Agency: ____________________
Dated: ____________________	Dated: ____________________

Federal Award Identification Number: N/A
CFDA #: 21.027, Coronavirus State and Local Fiscal Recovery Funds
Federal Awarding Agency: Department of the Treasury

GENERAL TERMS

ARTICLE 1. ALLOCATION AMOUNT AND PERMISSIBLE USES OF FUNDS

The amount of ARPA Funds allocated to Grantee pursuant to this MOU and the purposes for which they may be used are set forth in the relevant Program Schedule. DOA's contribution to the total cost of eligible expenditures reported by a Grantee under this MOU shall not exceed the amount set forth in the relevant Program Schedule. DOA shall not reimburse any costs that are not eligible for reimbursement under ARPA or rules, regulations, or guidance promulgated to implement ARPA.

ARTICLE 2. PAYMENT

Reimbursements shall be made as provided in the relevant Program Schedule. Grantee is solely responsible for demonstrating that expenditures submitted for reimbursement meet the eligibility requirements set forth in the relevant Program Schedule, and for ensuring that any funds disbursed to Grantee are allocated within the Grantee's affiliated local or Tribal government in accordance with any applicable local or Tribal requirements.

ARTICLE 3. REPORTING

Grantee shall provide DOA with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of ARPA Funds. Grantee will also provide DOA with all information necessary to accomplish any public transparency reporting or Grantee monitoring that DOA deems necessary. Further reporting requirements are outlined in the Program Schedule.

ARTICLE 4. APPLICABLE LAWS, RULES, AND REGULATIONS

This MOU shall be governed by the laws of the State of Wisconsin and the laws of the United States, including without limitation ARPA, the Final Rule, and all other rules and regulations promulgated to implement ARPA. Grantee shall be responsible for ensuring that its uses of the ARPA Funds allocated to it under this MOU comply with all applicable laws, rules, and regulations.

ARTICLE 5. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this MOU, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this MOU, or the withholding of funds.

ARTICLE 6. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

If, and to the extent that, the Program Schedule allows Grantee to award funds to third parties, Grantee shall be responsible for ensuring that any third party receiving funds pursuant to the Program comply with all laws, rules, and regulations applicable to the use of those funds by the third party.

ARTICLE 7. SUBLET OR ASSIGNMENT OF DUTIES

Grantee shall not sublet or assign all or any part of Grantee's duties or rights under this MOU without prior written approval of DOA.

ARTICLE 8. REIMBURSEMENT OF FUNDS

Grantee shall return to DOA any funds paid to Grantee in excess of the amount allocated pursuant to this MOU. If Grantee fails to return excess funds, DOA may deduct the appropriate amount from subsequent payments due to Grantee from DOA. DOA also reserves the right to recover such funds by any other legal means.

Grantee shall be responsible for reimbursement to DOA for any disbursed funds DOA determines have been misused or misappropriated. Any reimbursement of funds required by DOA shall be due upon DOA's written demand to Grantee.

ARTICLE 9. INDEMNIFICATION

In carrying out the provisions of this MOU or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or sub-Grantees, in performing work under this MOU.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third parties to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this MOU, irrespective of whether the audit is ordered by a federal or state agency or by a court.

Irrespective of any other term of this Grant Agreement, Grantee shall not be liable for or owe DOA any obligation of indemnification for: (1) any acts or omissions of Grantee's employees or agents acting outside the scope of their employment or agency pursuant to Wis. Stat. §§ 895.46(a) and 893.80, or (2) for any claim, demand, action, proceeding, judgment, damage, liability, loss, cost, or expense for which Grantee is immune pursuant to statutory or common law defenses or immunities, or to the extent that such Grantee's liability is limited by statute or common law.

ARTICLE 10. FINANCIAL MANAGEMENT

Grantee's chart of accounts and accounting system shall permit timely preparation of reports of expenditures as required by DOA.

Records shall be maintained for a period of not less than five years unless the Program requirements are longer.

ARTICLE 11. CONFLICTS OF INTEREST AND ETHICS

No person who is an employee, agent, consultant, or officer of Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this MOU, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement or subcontract with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from Grantee by employees of Grantee shall not be considered a conflict of interest, but otherwise employees of Grantee shall be fully bound by the requirements of this Article. Upon request, DOA can make exceptions to this requirement after full disclosure and where DOA determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Grantee agrees to disclose to DOA in writing any potential conflict of interest affecting the awarded funds so it can determine its own disclosure obligations to the Treasury Department in accordance with Treasury Department policy.

Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. ch. 19, subch. III, and the State Employee Code of Ethics, Wis. Admin. Code Ch. ER-MRS 24.

ARTICLE 12. TERMINATION OF AGREEMENT

DOA may terminate this MOU at any time with or without cause by delivering notice to Grantee.

ARTICLE 13. AMENDMENT

This MOU may be amended by mutual consent of the parties. Amendments shall be in writing and signed by the parties. Changes to the amount of funds allocated under this MOU or the purposes for which those funds may be used may be documented by amending the relevant Program Schedule.

ARTICLE 14. SEVERABILITY

If any provision of this MOU shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this MOU.

ARTICLE 15. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by DOA, the terms and conditions of this MOU shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this MOU.

ARTICLE 16. EXAMINATION OF RECORDS

DOA, or any of its authorized representatives, shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this MOU. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by DOA. Such material shall be retained until such time as DOA notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this MOU. Grantee shall notify DOA in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by DOA.

ARTICLE 17. LOBBYING

Funds provided to Grantee pursuant to this MOU may not be used to influence federal contracting or financial transactions.

PROGRAM SCHEDULE
TRIBAL AND LOCAL LAW ENFORCEMENT AGENCY INITIATIVE

This Program Schedule outlining the Tribal and Local Law Enforcement Agency Initiative (the "Program") is attached to and incorporated into the Memorandum of Understanding Regarding Use of ARPA Funds ("MOU") between DOA and Grantee.

Award Amounts and Permissible Uses:

Program: Tribal and Local Law Enforcement Agency Initiative

Award Amount: Each tribal and local law enforcement agency in the State of Wisconsin (referred to herein as "LEAs" or "Grantees") has been allocated a certain sum (its "Allocation") based on the size of the population it serves, with an add-on for LEAs serving communities where violent crime exceeds the state average. The Allocation for each LEA is available on the program website (https://doa.wi.gov/Pages/LocalGovtsGrants/leagrant.aspx) and incorporated by reference herein.

Program Duration: An LEA may use its Allocation to reimburse eligible expenditures incurred **between March 15, 2022 and June 30, 2023.** Expenditures incurred outside that time window are not eligible for reimbursement under this Program. For purposes of this Program, an expenditure is not "incurred" until the LEA or its affiliated Tribal or local government has paid it.

How it Works: During a quarterly Reporting Period, an LEA may draw down its Allocation and receive allocated funds by reporting eligible expenditures for reimbursement through the Program's online reporting system. DOA will process these submissions and reimburse each LEA's reported eligible expenditures from the remaining balance of its Allocation. The first Reporting Period is expected to occur during a two-week period in September 2022; they will occur on a quarterly basis thereafter until the completion of the Program.

> *Example:* An LEA has a $20,000 allocation. During the September 2022 Reporting Period, it uses the online reporting system to report $8,000 in eligible expenditures incurred since March 15, 2022. DOA processes the reimbursement request and pays $8,000 to the LEA, leaving $12,000 in the LEA's Allocation. In the next quarterly Reporting Period, the LEA submits another $7,000 in eligible expenditures. Those eligible expenditures are again processed and reimbursed, leaving the LEA with $5,000 of its Allocation remaining to reimburse expenditures reported in subsequent Reporting Periods.

Permitted Uses of Funds: The Program is intended to provide LEAs with additional resources to help offset certain costs associated with hiring, training, testing, and equipping law-enforcement officers, as well as updating certain technology and policies and implementing new crime-reduction initiatives. The following expenditures are eligible for reimbursement under the Program, subject to the limitations set forth in the MOU, this Program Schedule, and applicable state and federal law:

1. **Recruitment incentives.** The Program will reimburse the costs of certain financial incentives to recruit new officers, jail personnel, and dispatchers (referred to collectively below as "new hires"), as follows:
   - **a.** The costs of a new hire's academy or other formal preparatory training, to the extent the new hire's training costs are reimbursed by the LEA following acceptance of employment.
   - **b.** A signing bonus of up to $2,000 for each new hire.
   - **c.** For each new hire whose most recent employer was an out-of-state governmental agency, an additional bonus of up to $500 for each year of relevant out-of-state experience as a law enforcement officer, jailer, or dispatcher, up to an additional $2,000. Thus, for a new hire from an out-of-state law governmental agency with four or more years' relevant experience, this Program will reimburse the cost of providing a signing bonus of up to $4,000.

Each new hire who receives recruitment incentives that are reimbursed through this Program must provide the LEA with a written statement affirming that the new hire intends to complete at least three years' continuous employment with the LEA. The LEA is responsible for collecting and maintaining those statements; it does not need to provide copies of those statements when making reimbursement requests unless specifically requested by DOA.

Each LEA is responsible for conducting appropriate background checks on employment candidates. New hires with a record of misconduct are not eligible to receive recruitment incentives that are reimbursed through this Program.

2. **Medical testing.** The Program will reimburse the costs of job-related medical testing of officers, including physical examinations, hearing tests, drug tests, pre-employment psychological examinations, and other medical testing.

3. **Training.** The Program will reimburse the costs of providing training to help reduce violence and improve community safety, including programs to train officers in any of the following subject areas:
   - **a.** Crisis intervention, including training for interactions with individuals suffering from mental illness and addiction.
   - **b.** Resiliency and suicide prevention.
   - **c.** Use-of-force options and de-escalation tactics, including scenario-based training aimed at stabilizing potentially dangerous situations to allow more time and options for safe resolution.
   - **d.** Implicit bias.
   - **e.** "Active bystander" training.
   - **f.** The emergency detention process.
   - **g.** Homicide investigation.
   - **h.** Any annual recertification training required by the Wisconsin Law Enforcement Standards Board.

4. **Wellness and counseling programs.** The Program will reimburse the costs of providing wellness, counseling, or behavioral health programs or services to officers.

5. **Officer equipment, fuel, and technology, excluding weapons.** The Program will reimburse the costs of purchasing the following:
   - **a.** Uniforms, duty belts, holsters, handcuffs, boots, bulletproof vests and other protective gear, radios, flashlights, and other equipment of a similar nature.
   - **b.** License-plate readers, security cameras, and smart cameras, including thermal imaging cameras and vehicle-mounted cameras.
   - **c.** Mobile data computers and equipment purchased for the purpose of improving wireless connectivity in LEA vehicles, such as mobile hot spots.
   - **d.** Body cameras and body camera-activating holsters.
   - **e.** Upgrades to public safety answering point (PSAP) systems or infrastructure.
   - **f.** Any accessories, software, services (including installation), or specialized training needed to utilize items in categories 5.a to 5.e above.
   - **g.** Up to 50 percent of the fuel and charging costs for LEA vehicles.

Weapons (including non-lethal weapons) and ammunition are not eligible for reimbursement through this Program.

6. **Temporary contract personnel.** The Program will reimburse the costs of retaining temporary contract personnel to assist with processing evidence, reducing backlogs, or other tasks that help LEAs conduct criminal investigations. When reporting these expenditures in the online reporting system, the LEA must identify the contractor used and the nature of the services performed.

7. **Sworn law enforcement officers, jail personnel, and dispatchers.** The Program will reimburse certain costs associated with sworn law enforcement officers, as follows:

   a. The additional payroll costs associated with increasing part-time officers, dispatchers, or jail personnel to full-time positions.
   b. For LEAs that adopt or engage in initiatives to reduce violent crime (including offenses involving firearms), the payroll costs of officers for time worked on such initiatives.
   c. The payroll costs of officers for time worked on Crisis Intervention Teams.
   d. For LEAs serving communities where the violent crime rate exceeds the state average, as identified in Appendix 1, the full payroll costs for new hires (as defined in paragraph 1 above) made on or after March 15, 2022.

8. **K9 units.** The Program will reimburse the costs associated with purchasing canines to assist officers with law enforcement functions, including any related training costs.

9. **Community policing initiatives.** The Program will reimburse costs associated with designing and implementing community policing initiatives, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives. For purposes of this Program, "community policing initiatives" refer to place-based, community-oriented crime reduction strategies in targeted neighborhoods suffering from chronic crime issues.

10. **Initiatives to address carjacking and vehicle theft.** The Program will reimburse costs associated with designing and implementing initiatives to prevent and investigate incidents of carjacking and vehicle theft, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives.

11. **Updating use-of-force policies to comply with Act 75.** The Program will reimburse costs associated with updating their use-of-force policies to comply with the standards set forth in 2021 Wisconsin Act 75, including any costs of training related to these standards.

Expenditures not included in the above categories are not eligible for reimbursement through this Program.

Procurement limitations: All expenditures submitted for reimbursement through this Program must comply with Grantee's local procurement procedures and must avoid conflicts of interest, acquisition of unnecessary or duplicative items, excessive costs, or other waste.

Payments:

Grantee shall make requests for reimbursement payments by reporting eligible expenditures through DOA's online reporting system during Reporting Periods.

Reimbursement payments shall only be made after the MOU has been fully executed by Grantee and DOA, the Grantee has reported expenses that are eligible for reimbursement in compliance with the MOU and this Program Schedule, and responses are provided by Grantee for any questions from DOA within timeframes designated by DOA.

DOA shall make payment by check or via Automated Clearing House (ACH).

Payments to Grantee that exceed allowable expenses pursuant to the terms of the Agreement, if outstanding at the expiration of this Agreement, shall be repaid to DOA within 60 days of the expiration date of the Performance Period. DOA, in accordance with State procedures, shall reconcile payments and report expenses.

Records and Reporting:

Grantee is responsible for maintaining records sufficient to demonstrate that the expenditures submitted for reimbursement are eligible expenditures under the MOU and this Program Schedule. Grantee will cooperate with any inquiry and provide any relevant information or records requested by DOA or any of its authorized representatives relating to the expenditures submitted for reimbursement.

Grantee understands that DOA is required to submit quarterly and annual reports to the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021. Grantee shall timely provide DOA with all information that may be necessary to comply with those reporting requirements.

Grantee must retain records for a period of at least five years after all ARPA State and Local Fiscal Recovery Funds provided by the Department of Treasury to the State of Wisconsin have been expended or returned to the federal government. Current law requires the State to expend or return such funds no later than December 31, 2026.

Administration:

The DOA employee responsible for the administration of this MOU with respect to this Program Schedule shall be DOA's Administrator of the Division of Intergovernmental Relations or their designee, who shall represent DOA's interest in review of quality, quantity, rate of progress, timeliness, compliance, federal reporting, and related considerations as outlined in this MOU.

The Grantee employee responsible for the administration of this MOU with respect to this Program Schedule shall be the person designated as "contact person" by Grantee, who shall represent Grantee's interest regarding Agreement performance, financial records, and related considerations. DOA shall be immediately notified of any change of this designee.

All correspondence, notices or requests under this MOU shall be in writing, in electronic form or otherwise, to the addresses listed below:

To DOA:	To Grantee:
Dawn Vick Administrator Division of Intergovernmental Relations Department of Administration 101 E. Wilson St. Madison, WI 53703 E-mail: LEAGrant@wisconsin.gov	The "contact person" designated by Grantee

Certifications:

By submitting an expenditure to DOA for reimbursement through this Program, Grantee certifies all the following:

(1) That the expenditure is a permitted use of funds, as described in this Program Schedule.
(2) That the expenditure was incurred by the Grantee or its affiliated Tribe, county, city, village, or town and has not been reimbursed by any other third-party source.
(3) That all other information provided by Grantee to DOA relating to the expenditure is accurate.
(4) That the Grantee has and will maintain records of the expenditure for the period required by this Program Schedule, including, if applicable, statements affirming that new hires receiving recruitment incentives intend to complete at least three years' continuous employment with Grantee.
(5) That the Grantee is not a federally debarred contractor and is not on the list of parties excluded from federal procurement and non-procurement contracts.

Appendix 1

Adams County Sheriff's Office
Adams Police Department
Altoona Police Department
Antigo Police Department
Appleton Police Department
Ashland County Sheriff's Office
Ashland Police Department
Ashwaubenon Police Department
Baraboo Police Department
Barron Police Department
Bayfield Police Department
Beloit Police Department
Big Bend Police Department
Black River Falls Police Department
Bloomer Police Department
Boscobel Police Department
Brown Deer Police Department
Burlington Police Department
Burnett County Sheriff's Office
Butler Police Department
Chetek Police Department
Chilton Police Department
Chippewa Falls Police Department
Clintonville Police Department
Coleman Police Department
Cornell Police Department
Crandon Police Department
Cudahy Police Department
Dane County Sheriff's Office
Delavan Police Department
Dunn County Sheriff's Office
East Troy Village Police Department
Eau Claire County Sheriff's Office
Eau Claire Police Department
Elkhorn Police Department
Elroy Police Department
Everest Metro Police Department
Fennimore Police Department
Fitchburg Police Department
Florence County Sheriff's Office
Fond du Lac Police Department
Forest County Sheriff's Office
Fort Atkinson Police Department
Frederic Police Department
Glendale Police Department
Grand Chute Police Department
Grantsburg Police Department
Green Bay Police Department
Greendale Police Department
Greenfield Police Department
Hayward Police Department
Horicon Police Department
Hudson Police Department
Iron River Police Department
Janesville Police Department
Jefferson Police Department
Juneau County Sheriff's Office
Kaukauna Police Department
Kenosha County Sheriff's Office
Kenosha Police Department
Kewaunee County Sheriff's Office
Kiel Police Department
La Crosse Police Department
Lac Courte Oreilles Tribal Police Department
Lac du Flambeau Police Department
Lake Delton Police Department
Lake Hallie Police Department
Lake Mills Police Department
Lancaster Police Department
Lincoln County Sheriff's Office
Madison Police Department
Manawa Police Department
Manitowoc Police Department
Marinette Police Department
Marion Police Department
Markesan Police Department
Marshall Police Department
Marshfield Police Department
Mauston Police Department
Mayville Police Department
Medford Police Department
Menasha Police Department
Menominee Tribal Police Department
Menomonie Police Department
Milwaukee Police Department
Minocqua Police Department
Mondovi Police Department
Monroe County Sheriff's Office
Mount Pleasant Police Department
Muscoda Police Department
Neenah Police Department
New Lisbon Police Department
New Richmond Police Department
Oak Creek Police Department
Oconto Police Department
Omro Police Department
Osceola Police Department
Oshkosh Police Department
Palmyra Police Department
Phillips Police Department
Platteville Police Department
Pleasant Prairie Police Department
Plover Police Department
Portage Police Department

Poynette Police Department
Pulaski Police Department
Racine Police Department
Rhinelander Police Department
Rice Lake Police Department
Ripon Police Department
Rock County Sheriff's Office
Rusk County Sheriff's Office
Sawyer County Sheriff's Office
Seymour Police Department
Shawano Police Department
Sheboygan Police Department
Shiocton Police Department
Siren Police Department
Sparta Police Department
Spooner Police Department
Spring Valley Police Department
St. Croix Falls Police Department
Stanley Police Department
Stevens Point Police Department
Summit Police Department
Superior Police Department
Tomah Police Department
Town of Beloit Police Department
Town of Brookfield Police Department
Town of Madison Police Department
Twin Lakes Police Department
Two Rivers Police Department
Washburn Police Department
Waterloo Police Department
Watertown Police Department
Waukesha Police Department
Waupaca Police Department
Wausau Police Department
Wauwatosa Police Department
Webster Police Department
West Allis Police Department
West Bend Police Department
West Milwaukee Police Department
West Salem Police Department
Whitewater Police Department
Wisconsin Dells Police Department
Wisconsin Rapids Police Department