

COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

12/16/2025

MEMBERS PRESENT: Sarah Napgezok, Chad Henke, John Wagman, Patrick Gosz, Sarah Watson

MEMBERS ABSENT: David Welles, Tracy D'Antonio

OTHERS PRESENT: Randy Fifrick, Juli Birkenmeier, Tammy King, Tammy Stratz, Melody Hamlin – Funktion Design Studios, Rick Schroeder – Funktion Design Studios, Mayor Diny

(1) Call Meeting to Order

Meeting was called to order at 12:00 pm at 550 E Thomas Street, Wausau, Wisconsin.

(2) Approval of Minutes from 11/25/25

Wagman made a motion to approve the minutes from 11/25/25. Gosz seconded. Motion was approved unanimously.

(3) Discussion and Possible Action on Proposals Received for Audit Services

Birkenmeier explained this agenda item had been presented to the board in November 2025 under Operational Issues & Current Activities and sought board approval to formally accept CliftonLarsonAllen LLP for the Riverview Towers and single audit for the next five years. Wagman moved to approve CliftonLarsonAllen for audit services for the next five years. Henke seconded motion. Motion was approved unanimously.

(4) Consideration and Possible Action on Resolution #25-009 - 2025 Doubtful Accounts for the Public Housing Program

Birkenmeier presented Resolution 25-009, reflecting two Public Housing doubtful accounts totaling \$1,673.88, and sought board approval to have the balance written off for 2025. She stated that staff will continue efforts to collect the outstanding balance via tax intercepts. Wagman moved to approve Resolution 25-009. Gosz seconded the motion. Roll call vote 5-0.

(5) Consideration and Possible Action on Resolution #25-010 - 2025 Doubtful Accounts for the Riverview Towers LLC

Birkenmeier presented Resolution 25-010, reflecting two Riverview Towers LLC doubtful accounts totaling \$3,362.50, and sought board approval to have the balance written off for 2025. She reiterated that staff will continue efforts to collect the outstanding balance via tax intercepts. Henke moved to approve Resolution 25-010. Watson seconded the motion. Roll call vote 5-0.

(6) Consideration and Possible Action on Resolution #25-011 - 2025 Doubtful Accounts for the Riverview Terrace

Birkenmeier presented Resolution 25-011, reflecting two Riverview Terrace doubtful accounts totaling \$751.50, and sought board approval to have the balance written off for 2025. Wagman moved to approve Resolution 25-011. Henke seconded the motion. Roll call vote 5-0.

(7) Discussion and Possible Action on Contractor Bids Received for the Construction of a 6-Unit Complex at 405 S 8th Avenue Wausau, Wisconsin

Watson made a motion to go into closed session, Wagman second. Motion carried on a roll call vote 5-0.

(8) 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 close session; For Contractor Bids Received for the Construction of a 6-Unit Complex at 405 S 8th Avenue Wausau, Wisconsin

(9) RECONVENE into Open Session to Take Action on Closed Session Item, if Necessary

Henke made a motion to accept Northcentral Construction Corporation bid for the construction of a 6-Unit Complex located at 405 S 8th Avenue Wausau, Wisconsin. Gosz seconded. Motion was approved with Wagman abstaining.

(10) Operational Issues & Current Activities

Occupancy Overview - Birkenmeier reported 99% occupancy at Riverview Towers, 100% at Riverview Terrace, 98% at the Scattered Sites, and that staff is currently administering 295 Housing Choice Vouchers. Randy Fifrick questioned what Housing Choice Voucher issuance will look like in 2026. Birkenmeier explained that the CDA has not yet received its budget authority for 2026 and is therefore taking a conservative approach until the final budget is known.

2026 NSPIRE Inspection – Public Housing Scattered Sites – Birkenmeier reported that she received notification from HUD REAC that they will be conducting the NSPIRE inspection for the Public Housing Scattered Sites January 14, 2026. She stated that maintenance staff have been working diligently to ensure the units are prepared for inspection. Birkenmeier explained that this will be the first NSPIRE inspection conducted since the transition from UPCS in 2023. She noted this inspection is completed once every three years based on our high performer status.

Adjournment

Respectfully Submitted,

Sarah Napgezok
Chairperson

RESOLUTION NUMBER 26-001

**SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM
(SEMAP) SUBMISSION TO US DEPT OF HUD**

WHEREAS, the Wausau Community Development Authority (WCDA) is a Public Housing Agency within the City of Wausau that administers a Section 8 Housing Choice Voucher Program; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has established the Section Eight Management Assessment Program (SEMAP) for the purpose of measuring the annual performance of public housing agencies (PHAs) that administer the Section 8 Housing Choice Voucher Program; and

WHEREAS, SEMAP provides procedures for HUD to identify PHA management capabilities and deficiencies in order to target monitoring and program assistance more effectively; and

WHEREAS, the WCDA has compiled Section 8 Housing Choice Voucher Program data as required for the annual submission to the US Department of Housing and Urban Development; and

NOW THEREFORE, BE IT RESOLVED, the Wausau Community Development Authority Commission hereby adopts Resolution 26-001 approving the submission of the annual SEMAP certification to HUD for Fiscal Year ending December 31, 2025.

AYES _____ NAYS _____

Approved Date _____

Community Development Authority
Of the City of Wausau

Sarah Napgezek
Chairperson

Randy Fifrick
Director

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 12/31/2026)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
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Check here if the PHA expends less than \$300,000 a year in Federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes No

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes No

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes No

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response At least 98% of units sampled 80 to 97% of units sampled Less than 80% of units sampled

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response At least 90% of files sampled 80 to 89% of files sampled Less than 80% of files sampled

4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes No

5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes No

6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response At least 98% of cases sampled Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

Applies only to PHAs with jurisdiction in metropolitan FMR areas.

Check here if not applicable

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes No

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes No

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes No

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes No

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes No

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes No

8. Payment Standards. The PHA has adopted payment standards schedule(s) in accordance with § 982.503.

PHA Response Yes No

Enter FMRs and payment standards (PS)

0-BR FMR _____ 1-BR FMR _____ 2-BR FMR _____ 3-BR FMR _____ 4-BR FMR _____
PS _____ PS _____ PS _____ PS _____ PS _____

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes No

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes No

11. Initial HQS Inspections. Newly leased units pass HQS inspection within the time period required. This includes both initial and turnover inspections for the PBV program. (24 CFR 982.305; 983.103(b)-(d)).

PHA Response Yes No

12. Periodic HQS Inspections. The PHA has met its periodic inspection requirement for its units under contract (982.405 and 983.103(e)).

PHA Response Yes No

13. Lease-Up. The PHA executes housing assistance contracts for the PHA's number of baseline voucher units, or expends its annual allocated budget authority.

PHA Response Yes No

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program .

Check here if not applicable

PHA Response **Yes** **No**

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
 - (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;
- or**
- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response **Yes** **No** **If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify under penalty of perjury that, to the best of my knowledge, the above responses are true and correct for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) _____

Date (mm/dd/yyyy) _____

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

2020 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- _____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- _____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).
- Is line c 50% or more? Yes No

- 2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- _____ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes No

- 3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- _____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes No

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

SUB-RECIPIENT AGREEMENT
WAUSAU COMMUNITY DEVELOPMENT AUTHORITY

THIS SUB-RECIPIENT AGREEMENT, made this ____ day of _____, 2026 by and between the City of Wausau, a municipal corporation of the State of Wisconsin, with its City Hall located at 407 Grant Street, Wausau, Wisconsin 54403, hereinafter referred to as "CITY," and Wausau Community Development Authority, a governmental unit, with its principal offices at 550 E. Thomas Street, Wausau, Wisconsin 54403, hereinafter referred to as "CDA".

WITNESSETH:

WHEREAS, CITY has available certain program income funds received from various housing programs the Community Development Department offers; and

WHEREAS, CDA works with the acquisition and redevelopment of properties located within the City of Wausau's corporate limits to provide affordable housing to income qualified households;

WHEREAS, one of the objectives of the Community Development program income funds redevelop properties to provide affordable housing opportunities to income qualified households; and

WHEREAS, CDA has solicited bids for the construction of a six-unit apartment complex at 405 S 8th Avenue. That project has a proposed construction amount of One Million, Five Hundred Forty Thousand, Nine Hundred Seventy-Five and No/100 Dollars (\$1,540,975.00); and

WHEREAS, the sources of funds are as follows:

\$ 500,000	from CDA American Rescue Plan Act funds;
\$ 522,200	from CDD from property sale proceeds
<u>\$ 520,000</u>	from CDD HOME Rental program income
\$1,542,200	TOTAL

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY will grant to CDA, the sum of money not to exceed One Million Forty-Two Thousand Two Hundred and No/100 Dollars (\$1,542,200.00) from Community Development program income funds for the purpose of new construction of a six-unit apartment complex located at 405 S 8th Avenue, Wausau, that will be made available to lower income households for rental purposes.

This term of this agreement shall be for the duration of one (1) year from the date of this agreement, and if at any time within this one-year period the new construction of the six-unit apartment complex located at 405 S 8th Avenue, Wausau, does not occur, then this agreement will

become null and void. The links between objectives and outcomes are Objective #2 – Decent Housing with Outcome #1 – Accessibility for the purpose of providing Decent Housing.

CDA assures the City that after 405 S 8th Avenue, Wausau has been developed, it will provide an affordable housing opportunity to low- and moderate-income individuals and/or families and not less than 51% of beneficiaries shall have incomes at or below the eligible income limits as outlined on **Exhibit A** (which change on an annual basis).

CDA, with the assistance of the Community Development Department, shall implement the redevelopment of 405 S 8th Avenue and will report the end result. Reporting will include beneficiary information including Low/Moderate Income, Ethnicity, and Nationality information detailing all individuals who benefited from the project activities. At least 75% of those benefited by the project activity must be towards low to moderate income households.

The City of Wausau Community Development Block Grant Program will not be used for the payment of indirect costs pursuant to 2 CFR 200. Subpart E – Cost Principals.

2. The term of this Agreement shall be two (2) years, commencing upon the date of this agreement and through the occupancy of the final product. CDA – with the assistance from the City of Wausau’s Community Development Department shall ensure compliance with:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color, or national origin in programs and activities receiving federal financial assistance and furthers fair housing; and the Fair Housing Amendments Act of 1988, which adds prohibition against discrimination in housing on the basis of handicap and familial status.
- b. Federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60), which requires non-discrimination in employment for federally assisted contracts and assures that contractors are fully informed of affirmative action requirements.
- c. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, which provides, to the extent feasible, that opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas and that contracts for work in connection with such projects be awarded to business concerns which are located in or are owned in substantial part by project area residents.
- d. Section 504 of the Rehabilitation Act of 1973, as amended, and implementing regulations 24 CFR Part 8 and the Federal Age Discrimination Act of 1975, as amended.
- e. Section 109 of the Housing and Community Development Act of 1974, a non-discrimination clause which states: "No person in the United States shall on the grounds of race, color, national origin or sex be denied the benefits of or be

subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

- f. 2 CFR Part 200, Uniform Administration Requirements, Cost Principals, and Audit Requirements for Federal Awards, Finance Guidance – Subpart D – Post Federal Award Requirements, which in part, provides that financial management systems operated by recipients of federal assistance shall provide for accurate, current, reliable and complete disclosure of financial and accounting records relating to the use of federal dollars. All records shall identify the source and application of funds for grant-supported activities and accounting records are to be made available for audit(s) at CITY's direction and at CDA cost to determine the fiscal integrity of financial transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, shall be conducted in a manner so as to provide maximum open and free competition. CDA will give the U. S. Department of Housing & Urban Development (HUD), the Comptroller General, the City of Wausau or any authorized representatives of CITY access to and the right to examine all records, books, papers and documents which relate to the program. Such records shall be maintained for a period covering the term of this Agreement but not less than three (3) years after the property has been redeveloped and from which the final beneficiary report has been submitted.
- g. 2 CFR Part 200, Uniform Administration Requirements, Cost Principals, and Audit Requirements for Federal Awards, Finance Guidance – Subpart E – Cost Principals - which establishes principles for determining costs of grants, contracts and other agreements with non-profit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by non-profit organizations. For example, to be allowed under an award, costs must meet general criteria, such as: (1) be reasonable for the performance of the award, (2) be accorded consistent treatment, (3) be determined in accordance with generally accepted accounting principles, and (4) be adequately documented.
- h. 2 CFR Part 200, Uniform Administration Requirements, Cost Principals, and Audit Requirements for Federal Awards, Finance Guidance – Subpart F – Audit Requirements – which sets forth the standards for audits of non-Federal entities expending Federal awards.
- i. The Conflict of Interest provisions provide that no person who is an employee, agent, consultant, officer or elected official or appointed official of CITY, except for approved eligible administrative or personnel costs, who exercises or has exercised any functions or responsibility with respect to such funds being provided by CITY or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, shall obtain a personal or financial interest or benefit from the project, or have any interest in a contract, subcontract or agreement with respect thereto, or the proceeds thereof,

either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- j. Fair Labor Standards Provision which governs responsibilities for workers employed in connection with federally assisted construction projects. Statutory provisions include:
 - (1) ~~Davis Bacon Act (40 U.S.C. 276a-276a-5), which contains minimum wage (basic rate of pay), fringe benefits and wage withholding.~~ Not required for this project.
 - (2) Contract Work Hours and Safety Standards Act (U.S.C. 327-333), provides that work in excess of forty (40) hours per week shall be compensated for at rates of not less than one and one-half (1-1/2) times the basic rate of pay.
 - (3) Copeland Act (Anti-Kickback Act)(40 U.S.C. 276c), makes it an offense for any person to induce any person employed in the construction or repair of any public work financed in whole or in part by federal loans or grants to give up any part of the compensation to which he or she is entitled under the contract of employment.
 - (4) Fair Labor Standards Act (29 U.S.C. 102 et seq.1) provides for minimum wages for construction workers, overtime pay, record keeping and child labor standards.
- k. Program income, which means gross income received by CDA directly generated from the use of CDD funds, shall be recorded as part of the financial transaction. Any program income received by CDA shall be retained by the CDA for the purposes of redevelopment for low- to moderate-income housing.
- l. Upon the expiration of this Agreement, CDA shall transfer to CITY any CDD funds on hand at the time of expiration and any accounts receivable attributable to the use of CDD funds. Any real property that is acquired or improved in whole or in part with CDD funds shall:
 - (1) be used to meet one of the National Objectives in 570.901 until twenty (20) years after expiration of this Agreement or for such longer term as determined to be appropriate by CITY, or
 - (2) be disposed in a manner that results in CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDD funds for acquisition of or improvement to the property.

- m. Drug-Free Workplace. Sub-recipient certifies that it will provide a drug-free workplace and will otherwise comply with the Drug-Free Workplace Act of 1988, as amended, and the regulations promulgated thereunder.
- n. As a general rule, per CFR 24, Part 570.200(j)(3), federal funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub-recipient from which the CDD funds are derived. CDA ~~(is)~~ **(is not)** a faith-based organization. ~~If said sub-recipient IS, they agree to the following (initial by each number):~~
 - ~~(1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;~~
 - ~~(2) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;~~
 - ~~(3) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public service.~~

3. CDA further agrees that this Agreement may be terminated or suspended by City in the event CDA fails to perform any of the conditions contained herein and that CITY may take appropriate and corrective action in order to ensure compliance with this Agreement, including an order to audit CDA books and records pertaining to its activities and the utilization of CDD funds. In the event of default or violation by CDA or the necessity of corrective action, CITY shall provide CDA by written notice, a demand to cure default, explaining the nature and extent of the default or violation. CDA shall cure or remedy said violation or default within ten (10) days after receipt of said notice unless a longer time is agreed upon by the parties in writing. In case default or violation is not cured and corrective action is not completed within ten (10) days, or a longer time as may be agreed upon, this Agreement may be terminated and CITY may have whatever remedy is authorized pursuant to state, local and federal laws, including return of any funds previously given to CDA under this Agreement.

4. Nothing contained herein, nor any act of CITY, CDA or any other party, shall be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal, agent, limited or general partnership, or joint venture, or of any association or relationship involving CITY.

5. CDA agrees to indemnify, defend and hold harmless and release the CITY its employees, agents, officers and designees, whether appointed, hired or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of

damage to any property or damages or injury to any person or persons or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, or its employees, agents, officers and designees, whether appointed, hired or elected, as the result of and/or due to the operations or activities of CDA, or anyone else, undertaken in connection with the operation of their redevelopment program which is the subject of this Agreement and/or as a result of and/or due to the existence of this Agreement; and specifically included within this hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of the CITY's employees, agents, officers and designees whether appointed, hired, or elected.

CDA shall procure and maintain, at its cost and expense, amounts of insurance that may be necessary for proper protection in connection with the operations of the redevelopment of 405 S 8th Avenue, Wausau. Said insurance shall provide for public liability insurance in the sum of at least one million dollars. Proof of said insurance shall be furnished to the City of Wausau within thirty (30) days from date of this Agreement and shall be maintained and in full force and effect during the term of the project.

6. CDA, with the assistance of the Community Development Department shall provide all information and data regarding the acquisition and cleanup activities associated with 405 S 8th Avenue, Wausau, necessary to determine that projected activities are being accomplished and other performance progress is being achieved in regard to furthering the objectives of this Agreement.

7. CDA acknowledged that they have not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry as is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

8. Any changes in Executive Director, Board members, insurance information, audit documentation, reporting or any notices relevant to this agreement, notices/reporting can be mailed to the addresses mentioned in first paragraph of this agreement. Other sources of communications are as follows:

City of Wausau – Tammy Stratz - phone no. 715-261-6682
Email address: tammy.stratz@wausauwi.gov

CDA - Juli Birkenmeier – phone no. 715-261-6676
Email address: juli_birkenmeier@wausauwi.gov

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

WAUSAU COMMUNITY DEVELOPMENT
AUTHORITY BY:

Doug Diny, Mayor

Randy Fifrick, Interim Director of Community
Development Authority

Kaitlyn Bernarde, City Clerk

Sarah Napgezek, Board President

DRAFT

ATTACHMENT A

Income Limit per Number of Persons in a Household

Effective 6/1/25

1	2	3	4	5	6	7	8
\$55,350	\$63,250	\$71,150	\$79,050	\$85,400	\$91,700	\$98,050	\$104,350

DRAFT



1806 Woodland Ridge Road
Wausau, WI 54403
Melody 715-571-8122
melody@funktiondesignstudio.com

ADDITIONAL SERVICES PROPOSAL

January 15, 2026

Juli Birkenmeier
Assistant Director
Wausau Community Development Authority
550 E. Thomas Street
Wausau, WI 54403

Subject: 25.008 Wausau Community Development Authority Multifamily New Construction Project @ 405 S 8th Avenue, Wausau, WI - Proposed Professional Services

This is an Additional Services Proposal for services to be provided by Funktion Design Studio, LLC under our current contract #25.008 CDA Multifamily Project

SCOPE OF SERVICES

Funktion Design Studio, LLC will coordinate the structural design of the retaining wall along the south side of the proposed structure as determined by the site grading design requirements.

Construction Administration Phase

- Structural reinforcing design for retaining wall

Basis for Compensation

The professional services fee represents the effort required by Funktion Design Studio, LLC Design Team to provide the services described for the project. Compensation for our work has been developed using a task-based approach. We have accounted for the required tasks to support the proposed additional professional services as outlined within this proposal. Opinion of Probable Cost Compensation will be based on our standard hourly billing rates on a time and material basis for the base services as outlined under the scope of services.

Base service to include structural engineering for retaining wall compensation: \$600

Additional Services

We can provide additional services as may be required and will provide a Proposal for such services upon request.

Reimbursable Expenses

Reimbursable expenses are included in the Compensation above which will apply to the Consultant acting in the interest of this project.

Client Responsibilities

The Client shall provide, or make available, all relevant information and data pertaining to this project to the Consultant. The Client shall also provide access to all private and public property which is required for the Consultant to perform their services.

Standard Consultant Provisions

Included as part of this Agreement are our Standard Agreement Provisions, which are, hereby, made a part of this Agreement.

ACCEPTANCE

If the terms of this Proposal are acceptable, please sign both copies of this Proposal. Return one signed copy to our office for our files and as our authorization to begin work. This proposal is valid for Ten (10) days.

We look forward to the opportunity to be of service.

Sincerely,



**Melody Hamlin, AIA
Funktion Design Studio, LLC**

ACCEPTED BY:

Wausau Community Development Authority

Signature: _____

Title: _____

Date: _____

Funktion Design Studio. LLC

Standard Agreement Provisions

1. Billings and Payments

Funktion Design Studio. LLC (Consultant) will provide Client with monthly invoices. Payment is due upon receipt. Amounts unpaid after 30 days will bear interest of 1.5% per month (18% annually) until paid.

2. Construction Phase Services

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

3. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this agreement.

4. Force Majeure

"The term "Force Majeure" shall include, with limitation by the following enumeration: acts of God or Nature, acts of civil or military authority, terrorism, fire, accidents, pandemic outbreaks, power shortage, telecommunication or data communication, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Agreement. If any party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operation. If only the CONSULTANT is impacted by Force Majeure and more than 60 days has elapsed then the CLIENT shall be entitled to exercise any remedies otherwise provided for in this Agreement, including termination for default."

5. Hazardous Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

6. Indemnification

The Consultant agrees to indemnify and hold harmless the City of Wausau, its employees, officers, volunteers, elected and appointed officials against all damages or liabilities arising directly from the Consultant's and/or any of its subconsultant's negligent performance of the services under this Agreement.

7. Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Consultant's officers, directors, partners, employees and sub-consultants (hereinafter jointly referred to as "Consultant") to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant for the entire Project which is the subject of this Agreement, regardless of how limited in scope the services under this Agreement may be, shall not exceed the limits of the insurance referenced in the contract.

8. Opinion of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

9. Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

10. Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

11. Ownership of Documents

25.008 Additional services retaining wall _ CD 260115

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

12. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies, (also known as hard copies) which are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

13. Insurance Provisions

Workers Compensation and employers' liability

Workers' Compensation - Statutory

Employers Liability

Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

Commercial general liability

Occurrence	\$1,000,000
Damage to Rented Premises	\$1,000,000
Medical Expenses	\$ 10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Automobile liability

Automobile Liability Combined Single Limit	\$1,000,000
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Umbrella liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

Professional Liability Insurance

Per Claim	\$1,000,000
Aggregate	\$1,000,000

14. WAIVER

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same of any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

15. INDEPENDENT CONTRACTOR STATUS

Consultant agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

16. NON-DEBARMENT CLAUSE

Consultant hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Consultant further agrees and certifies that this clause shall be included in any subcontract of this contract.

17. GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

18. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin. Consultant shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work, storage yard, or its conduct.

19. NOTICES

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand and/or first-class post to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party:

If delivered by First class post, 5 days from the date of posting; and

If delivered by hand, on the date of such delivery

Notices will be sent to:

Funktion Design Studio, LLC
ATTN: Melody Hamlin
Managing Partner
1806 Woodland Ridge Road
Wausau, WI 54403

Wausau Community Development Authority
ATTN: Juli Birkenmeier
Assistant Director
550 E. Thomas Street
Wausau, WI 54403

20. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representation, writings, negotiations or understandings with respect hereto.

21. ASSIGNMENT OR SUBCONTRACT

This contract may not be assigned or subcontracted by Consultant without the written consent of the City

22. AMENDMENTS

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

23. SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

Rev. 2/2023 client

2025 Occupancy Overview

	Riverview Towers (149 Units) Occupancy %	Riverview Terrace (36 Units) Occupancy %	Public Housing (46 Units) Occupancy %	Housing Choice Vouchers Utilized
January	98%	100%	100%	306
February	99%	100%	98%	303
March	99%	100%	100%	301
April	99%	95%	98%	293
May	100%	100%	98%	290
June	99%	100%	96%	289
July	99%	100%	96%	288
August	98%	92%	96%	285
September	99%	92%	96%	286
October	100%	100%	96%	292
November	99%	100%	98%	295
December	99%	100%	98%	295

2026 Occupancy Overview

	Riverview Towers (149 Units) Occupancy %	Riverview Terrace (36 Units) Occupancy %	Public Housing (46 Units) Occupancy %	Housing Choice Vouchers Utilized
January	100%	100%	96%	291
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

Inspection Report for Scattered Sites

Inspection ID INSP-68501	Inspector Andrew Clay HUD SPT	Inspection Start Date 1/14/2026 5:40 PM	Inspection End Date 1/14/2026 5:40 PM
Property Scattered Sites	Organization Name	Address 500 GRAND AVENUE, WAUSAU, WI, 54403, US	
Reason Unsuccessful N/A	Inspection Status Completed		
	# Total	# In Sample	# Inspected
Buildings	31	16	16
Units	46	20	20

Health and Safety Acknowledgement Signatures

Day 1 H&S



Point of Contact Signature

Juli Birkenmeier

Point of Contact Name

01/14/2026

Date of Signature

Day 2 H&S

Point of Contact Signature

Point of Contact Name

Date of Signature

Day 3 H&S

Point of Contact Signature

Point of Contact Name

Date of Signature

Property Deficiencies

Building Deficiencies

Unit Deficiencies

December 11, 2025

Juli Birkenmeir
Assistant Director
Wausau Community Development Authority
550 E. Thomas Street
Wausau, WI 54403

Re: Riverview Towers

Dear Juli,

On **12/11/25** a 20% review of the LIHTC tenant files for **Riverview Towers** was completed. The purpose of this tenant file review was to assess the current procedures for tenant compliance and income verification documentation to ensure that qualified occupancy was (is to be) achieved.

The condition of the tenant files was exceptional. There were no findings. The documentation was well organized and complete. I would like to take this opportunity to personally extend my thanks to you and your staff for their diligence and hard work. It is highly appreciated!

Please do not hesitate to call me with any questions that you may have at (312) 697- 8219 or Rose Andler (608) 535-4908

Sincerely,



Torrye Wells
Compliance Manager

CC: Rose Andler
Asset Manager NEF

Disclaimer: "We have reviewed a sample of tenant files at the above referenced project. This process consisted principally of verifying the presence and accuracy of third party income verifications and student status. In addition to these items, at the sole discretion of the individual performing this review, leases and low income lease riders, notices of rent changes, unit inspection report, legal notices, tenant correspondence, and other items of importance also may have been reviewed. This review was made for the purpose of expressing limited assurance to the limited partners of the project's limited partner that the project was in compliance with the Internal Revenue Code Section 42 and regulations there under regarding qualified tenants, and no other."



January 30, 2026

Wausau Community Development Authority
550 E Thomas Street
Wausau, WI 54403

Subject: Request to Amend (HAP) Contract WI031V00035 – Riverview Terrace – Wausau, Wisconsin

To Whom It May Concern:

Riverview Terrace is requesting to add back in unit 111 located at 540 E Thomas Street, Wausau, Wisconsin to the HAP contract for Riverview Terrace Development which consists of thirty-six (36) project-based vouchers serving elderly low-income participants. The participant residing in this unit issued a vacate notice on January 5, 2026, with an effective date of February 28, 2026.

This request is in accordance to 24 CFR 983.211 which states:

*(b) **Reinstatement or substitution of HAP contracts.** If the project is fully assisted, a PHA may reinstate the unit removed under paragraph (a) of this section to the HAP contract after the ineligible family vacates the property. If the project is partially assisted, a PHA may substitute a different unit for the unit removed under paragraph (a) of this section to the HAP contract when the first eligible substitute becomes available. A reinstatement or substitution of units under the HAP contract, in accordance with this paragraph, must be permissible under [§ 983.207\(b\)](#) or [\(a\)](#), respectively.*

Should you have any questions on this matter, please feel free to call me at 715-261-6685 or Juli Birkenmeier, WCDA Assistant, at 715-261-6676.

Respectfully,

Randy Fifrick
Interim Executive Director

cc: Juli Birkenmeier, Assistant Director