

*** All present are expected to conduct themselves in accordance with our City's Core Values ***



OFFICIAL NOTICE AND AMENDED AGENDA

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

Notice is hereby given that the **Community Development Authority** of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the: **COMMUNITY DEVELOPMENT AUTHORITY BOARD OF THE CITY OF WAUSAU**
Date/Time: **Monday, April 27, 2026 at 12:00 pm**
Location: **550 E Thomas Street, Wausau, Wisconsin 54403**
Members: **Sarah Napgezec (C), David Welles, John Wagman, Patrick Gosz, Sarah Watson, Andrew Wiskowski, Tracy D'Antonio**

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

1. Call the Meeting to Order
2. Approval of Minutes from 03/24/26 and 04/08/26
3. Introduction of New Commissioner(s)
4. Consideration and Possible Action on Resolution #26-002 Administrative Plan (Admin Plan) Update - HCV Program, Riverview Terrace and Riverview Towers, LLC
5. Discussion and Possible Action on the Proposed Services Agreement with Funktion Design Studio for Engineering Services - Concrete Facade Repair Riverview Towers LLC
6. Discussion and Possible Action on Authorizing Director, Assistant Director and Community Development Manager to Approve Change Orders for 405 S 8th Avenue Up
7. Discussion and Possible Action on Management Options for 405 S 8th Avenue Wausau, Wisconsin
- 8. Discussion and Possible Action on Northcentral Construction Company Change Order #1 for Site Preparation at 405 S 8th Avenue, Wausau**
9. Operational Issues & Current Activities
- A. Occupancy Overview
- B. Update on Part-Time Building Maintenance Technician Position
- C. Update on 405 S 8th Avenue
- D. 2025 Audit Updates

Adjournment

Sarah Napgezec, Chair

This Notice was posted at City Hall and emailed to the Media on Wednesday, April 22, 2026 at 3:00 pm. Questions regarding this agenda may be directed to Randy Fifrick, Community Development Director at 715-261-6684

Any person wishing to offer public comment who does not appear in person to do so, may e-mail Juli Birkenmeier at juli.birkenmeier@wausauwi.gov with "Community Development Authority Board Meeting Public Comment" in the subject line a minimum of 2 hours 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 message related to agenda items received prior to the meeting will be provided to the Chair.

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.

It is possible that members of, and possible a quorum of members of other committees of the City of Wausau may be in attendance at the above mentioned meeting to gather information. No action will be taken by any such group at the above mentioned meeting other than the committee specifically referred to in this notice.

Other Distribution: City Website, Alderpersons, Board Members, Mayor

COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

03/24/2026

MEMBERS PRESENT: David Welles, John Wagman, Patrick Gosz, Sarah Watson, Chad Henke, Tracy D'Antonio

MEMBERS ABSENT: Sarah Napgezok

OTHERS PRESENT: Randy Fifrick, Tammy Stratz, Juli Birkenmeier, Vincent Bonino, Tammy King

(1) Call Meeting to Order

Meeting was called to order at 12:05 pm at 550 E Thomas Street, Wausau, Wisconsin.

(2) Approval of Minutes from 02/24/26

Wagman made a motion to approve the minutes from 02/24/26. Gosz seconded. Motion was approved unanimously.

(3) Finance Committee Report

Gosz provided his Chair report from the March 5, 2026, Finance Committee meeting and reviewed the WCDA's investment sheet as of December 31, 2025. Gosz stated that the total entity-wide balance is \$9,542,980.30, with all accounts earning an interest rate of 3.25%. Gosz noted that the semi-annual Live It Up repayment of \$17,110.80 was received at the end of December which included a payoff of one of the loans.

Gosz reviewed the Capital Fund Program (CFP) grant summary reflecting that the 2023 and 2024 CFP grants have been fully obligated and disbursed. He noted that the CFP grant for 2025 received a high performer fund increase of \$995.00, increasing the grant to \$106,167.00. As of December 31, 2025, the obligation balance for CFP 2025 grant was \$86,853.80 and the disbursement balance was also \$86,853.80. He furthered that most of the remaining balance is expected to be used for concrete repair at the scattered sites, tree maintenance/landscaping, and a capital needs assessment which is expected to cost approximately \$20,000 - \$30,000 and will involve reviewing all scattered sites to identify capital needs and developing a projected timeline for improvements over the next 10, 15 and 20 years.

Gosz then reviewed the fourth quarter financial statements and summaries for the WCDA's budgeted programs as well as the financial statements and summaries for Riverview Towers, LLC., and further reviewed the items of note contained in his report.

Gosz gave an overview of the 2025 year-end salary allocation and 2026 salary allocation to date. He noted that the 2025 year-end staff allocations were accurate and align closely with the budgeted program percentages. He furthered that they were all within the 1% variance so inter-program transfers were necessary.

Gosz reviewed the Riverview Towers LLC audit completed by Clifton Larson Allen (CLA) which recorded a favorable opinion. Gosz explained that CLA brought to staff's attention a matter involving the Courtesy Patrols rent credit and recommended expensing this credit as no rental income is received by the tenant performing these duties. He explained that this has been recorded in the year-end financial statements under Other Contract Costs by the fee accountant. Gosz stated that CLA will complete the single audit remotely beginning April 6, 2026, and the Housing Choice Voucher file reviews will be conducted onsite. He noted that CLA will present both audits at a future board meeting.

(4) Discussion and Possible Action on the Proposal Received for Request for Engineering Services - Concrete Façade Repair Riverview Towers LLC

Birkenmeier gave a brief overview and noted a second Request for Qualifications (RFQ) was issued on February 9, 2026, to four new engineering and architectural firms with a response deadline of March 10, 2026. She reported that she received one RFQ from Funktion Design Studios for the requested structural engineering services. Birkenmeier stated that all relevant materials, including the RFQ and the scoring sheet completed by staff, were included in the board packet, and that their evaluations were within four points of each other. She indicated that nothing in the submission raised concerns and added that she had spoken multiple times to Funktion Design Studios, who also reviewed the plans and consulted with Larson Engineering, Inc. as well as a masonry company based in Milwaukee. Birkenmeier commented that the firm's references aligned well with the project's needs, citing their experience in structural engineering and façade repairs. She also noted that Jack's Maintenance, the contractor responsible for the initial repairs, had agreed to collaborate with whichever firm is selected. Birkenmeier then requested approval to accept the RFQ and allow staff to begin negotiating pricing.

Wells made a motion to approve the acceptance of Funktion Design Studio's RFQ and for staff to begin price negotiations. Gosz seconded. Motion was approved unanimously.

(5) Discussion and Possible Action on Proposed Agent of Record Change for Riverview Towers LLC Insurance Policies

Birkenmeier gave a brief overview of recent concerns and issues experienced by the current insurance agent, HUB International, for Riverview Towers' insurance policies. She expressed issues with communication and follow up on deductibles based on the investor requirements. She noted that HUB International has undergone several transitions since 2014 when the policies were originally started. Birkenmeier reiterated that communication with the current broker has become increasingly difficult, often requiring multiple follow-up emails and repeated phone calls to receive responses. She explained that these delays have caused operational challenges, including an inability to process payments on time when invoice discrepancies arise, which in turn has led to cancellation notices from carriers. Birkenmeier sought board approval to transition to Spectrum Insurance Group as the new broker while keeping all existing policies unchanged.

Welles made a motion to approve the proposed agent of record change for all policies from HUB International to Spectrum Insurance Group. D'Antonio seconded. Motion was approved unanimously.

(6) Discussion and Possible Action on Management of 405 S. 8th Avenue Wausau, Wisconsin

Birkenmeier stated that construction began on March 9, 2026, at 405 S 8th Avenue property and staff felt it was an appropriate time to seek board direction on management post construction. She outlined three potential options for the development: selling, leasing, or retaining ownership

and managing. Birkenmeier explained that if the board chose to sell the property, staff would need time to determine pricing, evaluate appraisal considerations, and develop a listing strategy, which would later be presented to the board for approval. She furthered for the leasing option; she had begun drafting a preliminary lease based on the current lease between the WCDA and Succeed to Independence. She explained that under this scenario, the entire building would be leased to an entity, likely a nonprofit, through an RFP process, with that entity being responsible for maintenance, leasing, and compliance. She further stated that in return, the WCDA would receive a monthly lease payment based on a percentage of gross rental income and those funds could be reinvested back into affordable housing initiatives.

Birkenmeier clarified that because the property is not federally subsidized, it would operate similarly to Fulton Street, with a separate account for revenues and expenses with no additional HUD oversight. She mentioned with the use of CDBG funds, the property would need to serve low- to moderate-income individuals for the first five years, though staff suggested extending that requirement for the life of the building. She also noted that lease terms, reporting requirements, and compliance monitoring would need to be established by the board.

Birkenmeier stated that with the ownership option the WCDA would directly manage and operate the property, including handling maintenance and tenant leasing and turnover.

Birkenmeier indicated that the construction timeline could have the building potentially completed in the 3rd or early 4th quarter of 2026. She further explained that a board decision should be made by August, to allow time for implementation.

The board provided staff with directions to provide more detailed information regarding all three options before bringing them back for consideration.

(7) Operational Issues and Current Activities

Occupancy Overview - Birkenmeier reported 99% occupancy at Riverview Towers, 97% at Riverview Terrace and 98% at the Scattered Sites and said staff is currently administering 287 Housing Choice Vouchers.

2025 Audit Updates – Birkenmeier reported that CLA has completed the Riverview Towers LLC audit, and the single audit will begin April 6, 2026. She reported that all deadlines were met for both the tax return and the audit submittal to NEF. She noted that CLA will present both audits to the full board at a future date.

Update on 405 S 8TH Avenue – Birkenmeier provided a brief update on the construction progress at 405 S 8th Avenue, noting that Northcentral Construction began work on March 9, 2026, and has been making steady progress in preparing the site. Birkenmeier mentioned that the contractor has provided samples on exterior elements such as roofing, fascia, and gutters. She also noted that construction funds obligated by Community Development Department have now been transferred to the WCDA for disbursement to Northcentral Construction. She clarified that the project architect is overseeing payment management processes, including lien waivers.

2026 NSPIRE Score – Public Housing Scattered Sites – Birkenmeier reported that final approval had been received from HUD on the January 2026 NSPIRE inspection. She shared that the agency achieved a 100% score. Birkenmeier explained that this high score will contribute to maintaining the organization's high performer status, which is important for continued Capital Fund Program (CFP) funding.

Adjournment

Respectfully Submitted,

David Welles
Vice Chairperson

COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

04/08/26

MEMBERS PRESENT: Sarah Napgezok, John Wagman, Patrick Gosz, Chad Henke, Tracy D'Antonio

MEMBERS ABSENT: David Welles, Sarah Watson

OTHERS PRESENT: Randy Fifrick, Tammy Stratz, Juli Birkenmeier, Vincent Bonino, Tammy King

(1) Call Meeting to Order

Meeting was called to order at 12:01 pm at 550 E Thomas Street, Wausau, Wisconsin.

(2) Discussion and Possible Action on Funktion Design Studio Architectural Services Change Order #3 for 405 S 8th Avenue, Wausau

Birkenmeier provided an overview of the status of construction at 405 S 8th Avenue. She noted that Northcentral Construction encountered concerns during initial site preparation related to sandfill at the site. She furthered that this brought concerns about the soil's ability to support the building over time without settling or shifting. She explained that as a result the contractor recommended conducting soil borings to better assess site conditions and avoid potential future structural issues. Birkenmeier stated that the proposed change order includes additional services totaling \$2,500, with \$1,000 for Funktion Design Studio and \$1,500 for REI Engineering.

Birkenmeier explained that staff did a review of the site history, and it had revealed no prior indications of contamination or structural concerns; the issue only became apparent once site work began. She furthered explained that staff, along with representatives from the Department of Public Works (DPW), Funktion Design Studio, Northcentral Construction and REI, met on-site to evaluate the situation. She stated that while there were no major concerns identified, all parties agreed that conducting soil borings would be a prudent, proactive step to mitigate risk and ensure long-term stability.

Wagman made a motion to approve Funktion Design Studio architectural services change order #3 for 405 S. 8th Avenue, Wausau. D'Antonio seconded. Motion was approved unanimously.

(3) Discussion and Possible Action on Proposal Received for Soil Boring at 405 S 8th Avenue Wausau – Giles Engineering Associates, Inc.

Birkenmeier provided the proposal submitted by Giles Engineering Associates, Inc. in the amount of \$4,880 to conduct the exploration and analysis for soil boring at the site. She furthered that Funktion Design Studio has reviewed the proposal and found it acceptable, noting it was significantly lower than a previous estimate of approximately \$15,000. Birkenmeier furthered that construction activity by Northcentral Construction would remain on hold until the proposal was approved, though Giles Engineering Associates, Inc. will begin work immediately upon authorization.

Henke made a motion to approve Giles Engineering Associates, Inc for soil boring at 405 S. 8th Avenue Wausau. Wagman seconded. Motion was approved unanimously.

Adjournment

Respectfully Submitted,

Sarah Napgezok
Chairperson

RESOLUTION NO 26-002

Section 8 Housing Choice Voucher Program, Riverview Terrace & Riverview Towers LLC

ADMINISTRATIVE PLAN

WHEREAS, the Wausau Community Development Authority (WCDA) operates Riverview Terrace, Riverview Towers LLC and a Section 8 Housing Choice Voucher (HCV) Program within the City of Wausau; and

WHEREAS, the WCDA’s Administrative Plan is applicable to the operation and administration of the Section 8 HCV Program, Riverview Terrace and Riverview Towers LLC; and

WHEREAS, the WCDA is required to have its Board of Commissioners approve any revision or changes to the Administrative Plan; and

WHEREAS, the WCDA is further required to submit the most recent Board approved Administrative Plan to the Department of Housing and Urban Development, Milwaukee Field Office, for retention in its files; and

WHEREAS, the WCDA staff has recommended changes specific to policy and administrative guidance, as well as minor edits to improve its clarity, all complying with federal regulation;

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the WCDA hereby adopts the updated Administrative Plan and approves its submission to the Department of Housing and Urban Development.

AYES _____ NAYS _____

Approved Date _____

Community Development Authority
Of the City of Wausau

Sarah Napgezok
Chairperson

Randy Fifrick
Executive Director

Admin Plan Revisions Effective 2/1/2026

The most recent Admin Plan revisions involved many working and language updates, primarily pertaining to the Housing Opportunity Through Modernization Act (HOTMA) Voucher Final Rule as well as corrections to references, citations, and additions to the glossary. Changes were also made to reflect the transition from HQS to NSPIRE housing quality standards including the removal of Chapter 8A.

Additional revisions incorporate updated content to ensure policies align with HAP contracts executed or renewed on or after June 6, 2024. Much of the revision effort focused on updates throughout the Administrative Plan concerning citizenship and immigration status, as well as modifications to equal access language to reflect Executive Order 14168.

More specific policy and administrative changes are detailed below.

Chapter 2-Fair Housing

2-I.A.

Removed policy regarding fair housing based on Sexual orientation or Gender Identity. This will no longer be considered a protected class.

Chapter 3- Eligibility

3-II.B.

Revision regarding Citizenship and Eligible Immigration Status. If it is determined that an applicant is not lawfully present in the US, the PHA must report the applicant to DHS within 45 days after the close of the appropriate calendar year quarter.

3-III.B.

Revised PHA policy to account for updated HUD guidance on use of arrest records. When there is a record of arrest, PHA may obtain a copy of the police report associated with the arrest and consider the circumstances of the arrest to be used to make a decision about denial of assistance.

Chapter 5- Briefings and Voucher Issuance

5-I.B.

PHA policy updated regarding language assistance. PHA will not provide interpretation services for applicants. Families will be encouraged to bring an advocate, family member, friend or other adult representative to assist in the communication process. PHA may also utilize machine translation or artificial intelligence technology to assist families.

Chapter 6A- Income

6-I.E.

The Earned Income Disallowance has been removed for new participants, as required under HOTMA, with provisions included for the phase-out of existing EID participants.

6-I.F.

Revised language on treatment of student financial assistance as it was removed from 2026 HUD appropriations. Revisions include updates to the treatment of student financial assistance. The updated policy largely excludes student financial assistance—such as grants, scholarships, and fellowships—from annual income when used for tuition, fees, books, supplies, and required equipment. Only amounts exceeding the student’s cost of attendance and available for general living expenses may be counted as income.

6-II.E.

Updated PHA policy to include more clearly defined examples of Auxiliary apparatus items and Attendant care expenses for persons with disabilities.

Chapter 6B- Income

6-I.E.

The Earned Income Disallowance has been removed for new participants, as required under HOTMA, with provisions included for the phase-out of existing EID participants.

6-I.F.

Revised language on treatment of student financial assistance as it was removed from 2026 HUD appropriations. Revisions include updates to the treatment of student financial assistance. The updated policy largely excludes student financial assistance—such as grants, scholarships, and fellowships—from annual income when used for tuition, fees, books, supplies, and required equipment. Only amounts exceeding the student’s cost of attendance and available for general living expenses may be counted as income.

6-I.K.

Updated Asset threshold to HUD-published \$52,787 for 2026 for inflationary adjustments

6-III.E.

Updated PHA policy to include more clearly defined examples of Auxiliary apparatus items and Attendant care expenses for persons with disabilities.

Chapter 7A – Verification

7-I.A,

Addition of a section on streamlined income determinations. This update establishes procedures that allow PHA to use previously verified income information with appropriate adjustments, such as inflation factors, for qualifying households—particularly those with fixed incomes—in lieu of full third-party verification at each reexamination.

7-II.B.

EIV will be used to verify a tenant’s SSN. If unable to verify through EIV, the PHA must obtain a valid SSN or an original document issued by the federal or state government that contains the name and SSN of the individual. If unable to provide the required documentation, assistance will be terminated.

7-II.G.

PHAs are strongly encouraged to require that families provide proof of citizenship through birth certificates, naturalization certificates, passports, or other documentation.

PHAs are required to verify immigration status with the Systematic Alien Verification for Entitlements (SAVE) system.

Chapter 7B – Verification

7-II.G.

PHAs are strongly encouraged to require that families provide proof of citizenship through birth certificates, naturalization certificates, passports, or other documentation.

PHAs are required to verify immigration status with the Systematic Alien Verification for Entitlements (SAVE) system

7-III.F.-Updated HUD-published threshold for Inflation-Adjusted Values to \$52,787 for 2026.

Exhibit 7-2 added for SAVE System responses regarding determining eligibility of assistance.

Chapter 8A-HQS

Removed as directed to reflect the transition from HQS to NSPIRE inspections

Chapter 8B- NSPIRE

8-I.b.

Updated citation related to life-threatening deficiencies- smoke alarms must be hard-wired or have 10-year-sealed batteries.

Chapter 9-Leasing

9-I.E.

Added section on PHA Leasing Assistance for Families in accordance with Notice PIH 2022-18. Created PHA policy stating PHA will not utilize Unrestricted New Position or administrative fees to pay security deposits, utility deposits, assist with application or similar fees, or holding fees.

Chapter 11A-Reexaminations

11-I.B.

Removed section pertaining to streamlined annual reexaminations.

Chapter 11-Reexaminations

11-I.B.

Removed section pertaining to streamlined annual reexaminations.

Chapter 12-Termination

Revised to account for updated HUD guidance on the use of arrest records: When there is a record of arrest, the PHA may obtain a copy of the police report associated with the arrest and consider the circumstances in order to make a determination of termination of assistance.

Chapter 13-Owners

Added a section on owner incentive/retention payments. PHA policy states that PHA will not provide owner incentive or retention payments.

Chapter 14-Integrity

Revised amount of federal award required to have an independent audit. PHAs spending more than \$1,000,000 are required to have an independent audit.

Chapter 15-Special Housing

Added section on use of exception payment standards. Applicants may request an exception to the payment standard as a reasonable accommodation.

Chapter 16-Program Administration

16-II.A.

Clarified language regarding reasonable accommodation. Outlines guidance for an exception request to the established payment standard as a reasonable accommodation.

16-VI.C.

Clarified record retention language on medical and disability records. PHAs must abide by HIPPA laws with regard to medical or disability records.

16-IX.B

Clarified language to reflect updated VAWA forms and included sample versions of new forms. More specifically the terms:

Affiliated Person: means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.

Victim: means any victim of VAWA violence/abuse, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.

16-IX.E.

Should a tenant request VAWA protections for anyone in the household, information should be securely and separately kept from tenant files.

Exhibit 16-1 through 16-5

Updated examples of VAWA forms.

Chapter 18- RAD PBV

Multiple sections have been revised to align with Notice PIH 2019-23, REV-4 The changes update and clarify program requirements related to the administration of RAD PBV units, including occupancy, eligibility, lease and tenancy provisions, rent and subsidy calculations, and ongoing compliance responsibilities.



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Wausau, WI 54403
Melody 715-571-8122
Rick 920-379-7133
melody@funktiondesignstudio.com
rick@funktiondesignstudio.com

SERVICES AGREEMENT

April 10, 2026

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

Subject: P26.005 Wausau Community Development Authority Engineering Services Concrete Facade Repair - Riverview Towers @ 500 Grand Avenue, Wausau, WI - Proposed Professional Services

This is an Agreement for services between Funktion Design Studio LLC, Wausau, Wisconsin (Consultant) and the Wausau Community Development Authority (Client). The Consultant will provide the following services:

Scope of Services

The scope for professional services for this project will consist of four phases. Phase One - Existing Facility Investigation and Preliminary Planning includes reviewing existing documentation and investigating the building to identify areas of deterioration, distress, and potential safety hazards. Phase Two: Construction Document Preparation will consist of preparing drawings and specifications to repair the building based on our proposed repair strategy. In Phase Three: Bidding Phase, we will assist the Owner in obtaining bids for the repair work from qualified contractors. Phase Four: Construction Phase, will consist of construction administrative services, including site visits, review of Contractor's pay requests, review of Contractor's shop drawings, preparing necessary Change Orders and assist the Owner in determining and negotiating reasonable pricing for changes in scope .

PHASE ONE: EXISTING FACILITY INVESTIGATION AND PRELIMINARY PLANNING

A. Data Gathering:

- Gather and review existing building construction documents
- Conduct an initial site observation of the exterior conditions to familiarize ourselves with current condition and initial evaluation
- Draft base plan documents for inspection documentation

B. Investigation:

- Masonry Restoration, Inc. will set up a 125' aerial lift that will be used to access the building.
- Observe and document the exterior facade
- Perform an arm's length investigation of the existing conditions of the exterior façade of the building
- Determine areas of deterioration, failures and repairs, photograph, and dimension on base plans
- Structural analysis as required
- Prepare preliminary report to include:
 - Exterior investigation diagrams of the façade designating the required areas of repair
 - Proposed repair strategy

C. Client meetings

- Present the preliminary report for review with the Client

- Obtain approval for Phase Two Construction Documents

PHASE TWO: CONSTRUCTION DOCUMENT PREPARATION

A. Prepare Construction Documents:

- Project scope planning
 - Meet with client to present the outline and define the scope of work to be included in the contract document phase for bidding
- Develop Construction Documents
 - Prepare Architectural and Structural Repair Drawings
 - Prepare a Scope Project Manual of building materials and general conditions for construction.
- Review of Construction Documents
 - Present the contract documents to the Client for final review and approval prior to distribution to contractors
 - Finalize Construction Documents based on Client's input

PHASE THREE: BIDDING PHASE

A. Administer Bid Process

- Prepare Invitation for Bid Instructions to bid the building project
- Execute bid process through invitation for bids
- Issue contract documents to the selected contractors
- Direct Pre-Bid Conference to present and discuss the project scope, construction, and bidding requirements
- Answer contractor/supplier questions regarding the bid documents
- Issue addenda to clarify construction documents during bidding period
- Direct Bid Opening
- Prepare Bid Tab, Evaluate Bid and Bid recommendation for award
- Prepare AIA Owner/Contractor Agreements for general contractor

PHASE FOUR: CONSTRUCTION PHASE (ASSUMED 16 WEEKS TOTAL CONSTRUCTION PERIOD)

A. Construction Administration

- Prepare and coordinate a construction kick off meeting with the contractor and subs
- Evaluation of the prime contractor's schedules and coordination with the Wausau CDA maintenance personnel and client representative for site access and construction staging
- Interpret the documents during construction and issue clarifications
- Maintain a correspondence file of request for proposals, change orders, and directives
- Certify contractor applications for payment
- Contractor Submittal Reviews
 - Review product submittals and shop drawings
 - Review change order requests regarding revisions to the scope of the project
 - Review and certify the General Contractor's request for payments

B. Construction Site Visits

- Conduct weekly site visits totaling 4 hours per week (minimum of 2 visits weekly) periodic site visits to monitor progress and respond to questions
- Review and react to varying conditions discovered during construction per the request of the Client or Contractor
- Conduct Substantial Completion site visit and prepare punch list

C. Project Closeout

- Review and certify the final application for payment
- Collect the Record Drawings from the General Contractor

Basis for Compensation

Compensation for our work will be a lump sum of \$69,033 based on our standard billing rates and expenses.

The Proposed Fee includes the labor to complete the scope of services indicated herein for professional services, and includes all direct labor costs, fringe benefits, overhead and profit.

Reimbursable Expenses including postage, reprographic costs, transportation expenses, AIA Contract Forms and per diem expenses will be billed at cost plus five percent estimated at \$2,000. Fee for rental of lift estimated to be \$4,690, actual cost of lift will be billed as a reimbursable expense.

The client will be responsible for all permitting and plan approval fees for securing approval of authorities having jurisdiction over the Project outside of the lump sum fee.

Additional Services

Funktion Design Studio project team can provide additional services as may be required and will provide a Proposal for such services upon your request.

Cost estimating if requested may be provided as an additional fee to the base contract.

Project Personnel

Your Project Manager will be Rick Schroeder, AIA who may be reached by telephone at 920.379.7133 or email at rick@funktiondesignstudio.com. Melody Hamlin, AIA will be your secondary contact who may be reached by telephone at 715.571.8122 or email at melody@funktiondesignstudio.com

Subconsultants

Larson Engineering, Inc. of Appleton, **Steven E. Kaiser, PE**, Civil / Structural Engineer, has over 25 years of experience in consulting engineering. His experience includes structural and civil designs for municipal and private clients, working from planning through construction. Steve's structural experience includes reinforced concrete, structural steel, and wood frame construction. Steve is a Licensed Professional Engineer in Wisconsin, he will assist in the investigation and evaluation of the building, assist in the Construction Documents and make visits to the site during construction.

Masonry Restoration, Inc. of West Allis, **Tim Forrer**, will provide an aerial lift and a qualified operator to access the entire building.

Client Responsibilities

The Client shall provide, or make available, all relevant information and data pertaining to this project to Funktion Design Studio LLC. It is the client and the City of Wausau responsibility to provide the survey of the property showing the property lines, existing utility services and existing site conditions. The Client shall also provide access to all private and public property which is required for Funktion Design Studio LLC to perform their services.

Time Frame

We will commence work on this Project no later than May 11, 2025, and upon receipt of your accepted copy of this Proposal/Agreement.

Proposed Tentative Schedule:

- | | |
|---|----------------|
| • A/E Contracts Signed by | April 30, 2026 |
| • Data Gathering: | (2-3 weeks) |
| • Building Investigation: | (1 week) |
| • Building investigation Report Preparation | (2 weeks) |

- Building investigation Report review with WCDA (1 week)
- Start Construction Documents upon approval (6-7 weeks)
- Construction Document review with WCDA (1 week)
- Invitation for Bids/ Bidding process (3 weeks)
- Construction Contracts (2 weeks)
- Preconstruction Meeting (1 Week)
- Construction (16 Weeks TBD based on extent of repair)
- Substantial Completion (1 week)
- Punch List (1 week)
- Final Completion


Standard Consultant Provisions

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

Acceptance

Sign both copies of this Agreement. Return one signed copy to our office and retain the remaining copy for your file. This agreement is valid for thirty (30) days.

Signature

	Managing Member	April 10, 2026
Funktion Design Studio LLC (Consultant)	Title	Date

Client (Authorized Agent of Client)	Title	Date
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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

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

Exhibit A

Summary of Professional Services Fees				
	Arch	Pmgr	Tech	Amount
A. Existing Facility Investigation and Preliminary Planning (8 weeks)	51	32	64	\$27,918
B. Construction Document Preparation (8 weeks)	23	8	72	\$14,995
C. Bidding Process (3 weeks)	10	24	4	\$4,410
D. Construction Phase (14-16 weeks)	22	124	4	\$21,710
Professional Services Fee	55	156	80	\$69,033
Lift Rental to be billed as actual cost reimbursible				\$4,690
Reimbursables (Estimated - Billed According to Actual Documented Costs)				
Mileage, Printing, Postage				\$2,000



MEMO

TO: Community Development Authority Commissioners
FROM: Juli Birkenmeier
RE: Management Options Review – 405 S 8th Avenue
DATE: April 27, 2026

The Wausau Community Development Authority (WCDA) staff have completed a review of three potential management options for the property development located at 405 S. 8th Avenue: sale, lease, and ownership.

Selling Option:

The option to sell the property presents challenges, particularly in determining a marketable sale price that would be attractive to a private developer or landlord while still meeting rent affordability requirements. These affordability requirements would need to be maintained throughout the useful life of the development to ensure access for low- to moderate-income families. At this time, there are no clear comparable properties in the market to support accurate pricing.

Leasing Option:

Leasing the property may offer certain advantages, including reduced WCDA staff time commitment while allowing the WCDA to retain ownership of the asset. However, this approach could limit WCDA's direct control over tenant selection and property maintenance. These concerns could be partially mitigated through lease provisions requiring WCDA review and approval of tenant applicants, as well as regular property inspections. Under this option, the WCDA would receive a calculated monthly lease payment, and the arrangement could potentially transition into a sale at the end of the lease term.

Owning Option:

Maintaining ownership would allow the WCDA to retain full control over tenant placement and ensure the property is properly maintained, while preserving the asset long-term. The primary drawback of this option is the increased demand on WCDA staff time and resources.

Staff will be prepared to discuss these options further and provide additional analysis or recommendations at the Board's direction.

If you have any questions or concerns, please feel free to contact me at by phone at 715-261-6676 or Email: juli.birkenmeier@wausauwi.gov or Tammy Stratz at 715-261-6682 or Email: tammy.stratz@wausauwi.gov .



LEASE

THIS LEASE AGREEMENT is entered into between the Community Development Authority of the City of Wausau, Marathon County, Wisconsin (CDA) and [NAME OF AGENCY], on the following terms:

1. Leased Premises. CDA leases to [NAME OF AGENCY] and [NAME OF AGENCY] leases from CDA, the following premises owned by CDA:
 - At 405 S 8TH Avenue, Wausau, Wisconsin, and more particularly described as follows: (“Leased Premises”)
 - Six (6) unit multifamily residential complex including all common areas, fixtures and appurtenances.
2. Term and Termination. The term of this lease shall be for a period of five (5) years commencing January 1, 2027, and ending December 31, 2031. The Lease Agreement may be terminated as follows:
 - a. By mutual agreement of the parties.
 - b. By either party upon 30 days prior written notice to the other in the event the other party fails or refuses to abide by the conditions under this Lease Agreement, however, that in that event failure to abide can be remedied within thirty (30) days after such notice is given, such notice shall be null and void if the failure is remedied within said period.
 - c. Upon notification of either party upon 180 days prior written notice.
 - d. Upon the effective date of the applicable notice of termination, this Lease Agreement shall be and become of no further force and effect whatsoever and each of the parties hereto shall be relieved and discharged from and further obligations except as otherwise provided herein.
3. Rent. [NAME OF AGENCY] agrees to pay to the CDA, monthly rent in the sum of 25% of the monthly gross rent received, commencing January 1, 2026, and on the first day of each successive month of the lease term.
4. Use. [NAME OF AGENCY] shall limit occupancy of the Leased Premises to low to moderate income individuals and families.
5. Inspection and Default. The premises shall at all reasonable times be open for inspection by agents of CDA. In the event of any default CDA shall provide [NAME OF AGENCY], by written notice, a demand to cure default, explaining the nature and extent of the default. [NAME OF AGENCY] shall cure said default within thirty (30) days after receipt of said notice. In case the default is not cured within thirty (30) days, this agreement may be terminated and CDA may pursue whatever remedy is authorized pursuant to state, local and federal laws.
6. Maintenance. [NAME OF AGENCY] shall be responsible for maintaining all structural elements and mechanical systems of the property affecting the Leased Premises (including but not limited to repairs to and replacement of electrical, plumbing, heating and air conditioning systems), structural components [e.g. roof, deck(s)], painting and site improvements including yard, landscaping, drive, etc. [NAME OF AGENCY] shall be responsible for any damage caused to the Leased Premises by Tenants.
7. Subletting. Neither party shall assign this agreement without prior written approval of the other party. This prior approval shall not be unreasonably withheld by CDA or [NAME OF AGENCY]. The [NAME OF AGENCY] will complete applicant screening for any vacancies at 405 S 8th Avenue.

8. Utilities. [NAME OF AGENCY] shall be responsible for utility services to any common areas outside of the tenant apartments. [NAME OF AGENCY] shall pay when due all charges including telephone, gas and electric to the common areas outside of the tenant apartments.
9. Insurance. [NAME OF AGENCY] shall carry fire and extend insurance coverage on its own property located on the premises. [NAME OF AGENCY] shall also carry public liability and property damage insurance, including coverage for liability under the Safe Place Statute, insuring [NAME OF AGENCY] against liability for damage to property and against injury to persons or loss of life arising out of the use and occupancy of the Leased Premises, with limit of no less than \$1,000,000. CDA shall carry fire and extend coverage as it believes necessary on the Leased Premises. [NAME OF AGENCY] shall name the City as an additional insured, primary and non-contributory and provide proof of the required insurance at the execution of this agreement.
10. Compliance. [NAME OF AGENCY] agrees to comply with all federal, state and local regulations, statutes, codes, laws and ordinances which apply to Succeed's use of the Leased Premises to specifically include but not be limited to the following:
 - a. Title VI of the Civil Rights Act of 1965, which prohibits discrimination on the grounds of race, color or national origin in loan programs and activities (recipients) receiving federal financial assistance and further fair housing.
 - b. Federal Executive Order 11246, which requires nondiscrimination in employment for federally- assisted contracts and assures that contractors are fully informed of affirmative action requirements.
 - c. Section 504 of the Rehabilitation Act of 1973 and the Federal Age Discrimination Act of 1975, as amended.
11. Indemnification. [NAME OF AGENCY], during the term of this lease, shall indemnify, defend, and hold harmless the CDA from and against any and all claims and damages, whether for injuries to persons or loss of life, or damage to property occurring within and upon the premises and arising out of the use and occupancy of the premises by the Succeed.
12. Condition of Premises upon Surrender. At the expiration of this lease, [NAME OF AGENCY] will surrender the premises in as good condition as when received, normal wear, tear and damage expected.
13. Entire Agreement. This lease contains the entire agreement between CDA and [NAME OF AGENCY] with respect to the transactions set forth and there are no other terms, conditions, promises, undertakings, statements or representations between the parties.
14. Amendment. This lease may be amended at any time in writing by the parties' authorized representatives. Any amendment shall be attached to the duplicate originals of this lease.
15. Notices. Any notice provided for by this lease shall be deemed given when delivered or mailed to either party at their principal business address.

IN WITNESS WHEREOF, this agreement has been duly

Executed this _____ day of _____, 2024.

CITY OF WAUSAU
COMMUNITY DEVELOPMENT AUTHORITY:
550 E THOMAS STREET
WAUSAU, WISCONSIN, 54403

BY: _____
Randy Fifrick, Executive Director

[NAME OF AGENCY]:
ADDRESS
ADDRESS

BY: _____

TITLE: _____

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	99%	100%	98%	288
March	99%	97%	98%	287
April	99%	100%	100%	286
May				
June				
July				
August				
September				
October				
November				
December				