

**COMMUNITY DEVELOPMENT AUTHORITY**  
**MINUTES**

04/27/2026

**MEMBERS PRESENT:** Sarah Napgezec, John Wagman, Patrick Gosz, Andrew Wiskowski, Traci D'Antonio

**MEMBERS ABSENT:** David Welles, Sarah Watson

**OTHERS PRESENT:** Juli Birkenmeier, Randy Fifrick, Tammy King, Tammy Stratz, Amy Bolder-Meyer, Vincent Bonino

**(1) Call Meeting to Order**

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

**(2) Approval of Minutes from 03/24/26 and 04/08/26**

Gosz noted a grammatical error in agenda item #3 from the 03/24/26 minutes and requested the addition of the word not. Wagman made a motion to approve the amended minutes from 03/24/26 and the minutes from 04/08/26. D'Antonio seconded. Motion was approved unanimously.

**(3) Introduction of New Commissioner(s)**

Birkenmeier introduced Andrew Wiskowski as the new commissioner replacing Chad Henke. She furthered that Wiskowski was approved by the City Council and appointed by Mayor Diny and that Wiskowski is the elected Alderperson of the Fifth District. Birkenmeier went on to say that Sarah Watson was reappointed by Mayor Diny and approved by the City Council and is the elected Alderperson of the Eighth District. Wiskowski was introduced formally to the other board commissioners.

**(4) Consideration and Possible Action on Resolution #26-002 Administrative Plan (Admin Plan) Update – HCV Program, Riverview Terrace and Riverview Towers, LLC**

Birkenmeier introduced Amy Bolder-Meyer, Housing Project Coordinator, who provided a brief overview of the updates and revisions made to the Administrative Plan (Admin Plan), which applies to the operation of the HCV Program, Riverview Terrace, and Riverview Towers, LLC. Birkenmeier explained that the CDA subscribes to policy update services from Nan McKay & Associates to ensure that all policies remain consistent, current, and compliant with HUD regulations. Birkenmeier sought board approval to submit the revised plan to HUD's Milwaukee Field Office for retention in their files. Wagman moved to approve Resolution 26-002. Gosz seconded. Roll call vote of 5-0.

**(5) Discussion and Possible Action on the Proposed Services Agreement with Funktion Design Studio for Engineering Services – Concrete Façade Repair Riverview Towers, LLC**

Birkenmeier provided the proposed services agreement with Funktion Design Studio for the concrete façade repair at Riverview Towers. Birkenmeier raised the question of whether the services agreement should be entered into under the Wausau Community Development Authority

or Riverview Towers, LLC. Wagman stated that he felt the agreement should be executed under Riverview Towers, LLC, with management oversight provided by the Wausau Community Development Authority.

Birkenmeier noted that the proposal did not currently include an initial cost estimate, however Funktion Design Studio indicated one could be provided for an additional fee. Birkenmeier shared that although a prior bid was received by staff in November 2025 from a Chicago based company, an initial cost estimate would be advantageous to get. She furthered that she hoped the cost would be less if a local company is utilized for the repairs. She added that the cost estimate could be incorporated into the agreement if the board wished to proceed in that direction. Wiskowski commented that he believed all project-related expenses should be fully disclosed and supported adding the initial cost estimate to the agreement.

Birkenmeier informed the board that the service agreement had been forwarded to NEF, which requested verification that all required inspections had been completed and that the engineers involved held the appropriate certifications.

Wiskowski made a motion directing staff to revise the service agreement adding in the initial cost estimate and proceed with execution with Funktion Design Studio. Wagman seconded. Motion was approved unanimously.

**(6) Discussion and Possible Action on Authorizing Director, Assistant Director and Community Development Manager to approve Change Orders for 405 S 8<sup>th</sup> Avenue**

Birkenmeier provided a brief overview of the project timeline. She explained with the recent number of change orders that have occurred for the project, staff was requesting approval to execute change orders up to a specified amount without the need to get prior board approval. She furthered that updates to the board would be provided at the following board meeting.

Wagman noted granting this authority would help keep the project moving efficiently and prevent construction delays caused by waiting for board approval on smaller change order amounts. Napgezsek suggested allowing staff to approve individual change orders of up to \$10,000 per occurrence, with a maximum cumulative total of \$20,000 in change orders between board meetings. Napgezsek further clarified that there would be no limit on the number of change orders, provided the total remained within the approved threshold.

Fifrick asked whether the proposal applied only to change order increases or also to decreases. Napgezsek clarified that the authorization would apply only to increases in project cost.

Wagman made a motion authorizing staff to execute change orders involving increased costs without board approval, provided that no individual change order exceeded \$10,000 and the aggregate total of change orders within a one-month period did not exceed \$20,000. Wiskowski seconded. Motion was approved unanimously.

**(7) Discussion and Possible Action on Management Options for 405 S 8<sup>th</sup> Avenue Wausau, Wisconsin**

Birkenmeier provided a memo outlining the three options previously requested by the board for the management of 405 S 8<sup>th</sup> Avenue. She explained that she worked with CDD staff to identify comparable properties in an effort to estimate a potential sale value for the property. She noted that determining a market value was challenging because the property would be subject to rent restrictions tied to the Community Development Block Grant (CDBG) funding requirements.

Birkenmeier added that if the board wished to pursue the sale option, additional research and analysis would be necessary.

Birkenmeier then reviewed the option to lease the complex. She provided a draft lease agreement and explained that under this option a separate entity would lease the entire building for a five-year term. She stated that staff had discussed an appropriate lease structure and determined that 25% of the monthly gross rental revenue would be a reasonable amount. She noted these funds would be deposited into the Redevelopment account for future affordable housing use. Birkenmeier stated that if the property were leased to another entity, it would be important to ensure that the entity had sufficient cash flow to cover staffing, insurance, utilities, and other operating expenses. She added that this option would provide flexibility after five years to either continue leasing the property or pursue a sale.

Lastly, Birkenmeier reviewed the option to retain ownership of the building. She explained that staff discussed options for rent and felt 75% of the County's Fair Market Rent was an affordable option which would set projected rents to \$667 for one-bedroom units, \$860 for two-bedroom units, and \$1,133 for the three-bedroom unit. She explained that projected monthly income for the property, including rent, laundry revenue, and interest income, would total approximately \$5,329. She also compared the projected operations to the Fulton Street property. Birkenmeier stated that anticipated annual expenses were estimated at approximately \$31,993. She added that maintenance costs were expected to remain low due to the age and condition of the building and stated that she did not believe additional staff would be needed to manage the property.

Wagman stated that he did not support leasing the property and instead favored retaining ownership and managing the property internally for at least the first five years, with the option to reevaluate at that time. Wiskowski questioned why the board would consider selling the property and asked who would oversee compliance with the low-rent requirements. Birkenmeier responded that compliance oversight would be handled by the Community Development Department.

Wiskowski made a motion to proceed with option for the CDA to maintain ownership of 405 S. 8th Avenue. Gosz seconded. Motion was approved unanimously.

### **(8) Discussion and Possible Action on Northcentral Construction Company Change Order #1 for Site Preparation at 405 S. 8<sup>th</sup> Avenue, Wausau**

The board tabled this agenda item for a future meeting.

### **(9) Operational Issues and Current Activities**

**Occupancy Overview** - Birkenmeier reported 99% occupancy at Riverview Towers, 100% at Riverview Terrace, and 100% at the Scattered Sites, with staff administering 286 Housing Choice Vouchers.

**Update on Part-Time Building Maintenance Technician Position** – Birkenmeier stated that Tou Yang began employment on April 13, 2026, and is currently working four days per week. She noted that he has been assisting primarily with custodial duties, which has helped reduce the workload of the other maintenance staff members.

**Update on 405 S. 8<sup>th</sup> Avenue** – Birkenmeier reported that soil samples revealed approximately 3 to 5 feet of sand fill material covering the site above the natural soil layer. She stated that Giles Engineering recommended excavating the fill material and pouring concrete to stabilize the foundation base. Birkenmeier noted that this work would require a change order, with the estimated cost projected at approximately \$50,000. She stated this would be presented to the board for approval.

**2025 Audit Updates** – Birkenmeier reported that the audit is going well, and CliftonLarsonAllen (CLA) preliminarily stated that there was nothing of concern from the field work and file review. She stated she is waiting for the Management’s Discussion and Analysis (MD&A) for review by Fifrlick for final submission to CLA. Birkenmeier stated that both audits will be presented to the board at a future board meeting.

### **Adjournment**

Respectfully Submitted,

Sarah Napgezok  
Chairperson

**COMMUNITY DEVELOPMENT AUTHORITY**  
**MINUTES**

05/07/2026

**MEMBERS PRESENT:** Sarah Napgezok, John Wagman, Patrick Gosz, Andrew Wiskowski, Tracy D'Antonio, David Welles

**MEMBERS ABSENT:** Sarah Watson

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

**(1) Call Meeting to Order**

Meeting was called to order at 9:00 am at 550 E Thomas Street, Wausau, Wisconsin.

**(2) Discussion and Possible Action on Northcentral Construction Cost Estimate Change Order for Site Preparation Work at 405 S 8<sup>th</sup> Avenue Wausau, WI**

Birkenmeier provided an overview of the scope of work needed for site preparation based on the soil borings report from Giles Engineering. She explained that Northcentral Construction Corporation (NCC) is requesting a change order for this work so construction can resume. Birkenmeier mentioned that NCC's change order provided a cost estimate based on time and material not to exceed \$75,000 if the excavation and concrete work was able to be completed without further complications.

Wagman stated that he was not comfortable proceeding without unit pricing information and asked whether any such information had been provided. Birkenmeier responded that she had not received any unit pricing. Wiskowski questioned who does the oversight of the process and project costs. Birkenmeier stated that both Giles Engineering and Funktion Design Studio will be on site to monitor the process. She further explained that all project costs are submitted to Funktion Design Studio for review, and any necessary adjustments are requested and changed prior to Funktion Design Studio's submission to WCDA staff.

Welles moved to approve the cost estimate change order not to exceed \$75,000, contingent upon receipt and review of supporting unit pricing documentation by Funktion Design Studio and WCDA staff, with the documentation to be shared with the Board at the next meeting. Wagman seconded. Motion carried unanimously.

**Adjournment**

Respectfully Submitted,

Sarah Napgezok  
Chairperson

**FINANCE COMMITTEE REPORT**  
**May 7, 2026 FINANCE COMMITTEE MEETING**

TO: Wausau Community Development Authority  
FROM: Patrick Gosz, Finance Committee Chair  
DATE: May 15, 2026

The full finance Committee met with Randy Fifrick, Juli Birkenmeier, and Tammy King. The minutes from the March 5, 2026, finance Committee meeting were approved.

**Review of CDA Accounts & Capital Funds**

Birkenmeier distributed and reviewed the WCDA's investment balances as of March 31, 2026. Total entity wide balances were \$10,834,049.10. Birkenmeier noted all accounts are earning an interest rate of 3.25%. This rate has remained consistent. Birkenmeier noted that the CDA received \$1,042,200 from the Community Development Department in March to be used for the construction of the apartment complex at 405 S 8<sup>th</sup> Avenue. This amount was deposited into Redevelopment and is reflected in the 1<sup>st</sup> quarter account balance.

**Review of Capital Funds**

Birkenmeier reviewed the Capital Fund Program (CFP) grant summary budget detail provided. She noted CFP 2023 and CFP 2024 have been fully obligated and disbursed. She furthered she will be able to close these grants once the 2025 single audit is completed by CliftonLarsonAllen. She then reviewed CFP 2025 noting the obligated and disbursement balance of \$86,853.80. Birkenmeier furthered that she will be issuing an RFP for architectural services for concrete repair and intends to complete tree trimming at the properties. She is anticipating that this will use up the remainder of CFP 2025. Birkenmeier stated as of the meeting CFP 2026 had not been released by the Department of Housing and Urban Development (HUD).

**Presentation and Review of 2026 First Quarter Financial Statements**

Birkenmeier reviewed the first quarter financial statements. The income and expenses of both entities were reviewed with items of note as provided & explained by Birkenmeier as follows:

**CDA – Includes Public Housing, Riverview Terrace, and Fulton Street**

- Overall net loss of \$14,003.46 after depreciation expense of \$93,150.00 (income before depreciation expense of \$79,146.54).
- TTL TENANT REV – Approximately \$5,300 under budget. \$3,300 of this is related to the PH side and \$2,000 is related to Ter. Ter had the market rate tenant vacate and PH has had vacancies that were not filled until near the end of April.
- TTL OTH REV – Approximately \$3,600 under budget. This relates to the operating subsidy draw. HUD had issued guidance on how PH should be drawing funds. Staff has begun a spreadsheet to track the monthly revenue and expenses to determine if any payback will be required by year-end.
- TTL ADMIN EXP – Slightly under budget.

- TTL TENANT SERVICE – Slightly under budget.
- UTILITY EXP – Approximately \$5,500 under budget. However, the variance is primarily due to the timing of the water/sewer and gas/electric utility billings.
- TTL MAINTENANCE EXP – Approximately \$6,700 under budget. \$5,400 of this variance relates to Maintenance Labor. We didn't hire the part-time BMT until mid-April. Approximately \$1,300 relates to lower maintenance material costs to date.
- TTL PROTECTIVE SERVICE EXP – Slightly over budget.
- TTL OTHER EXP – Approximately \$4,700 under budget. This variance relates primarily to 2026 property and liability insurance premiums, which the City does not bill until the 2nd or 3rd quarter.
- TTL EXTRAORDINARY/CASUALTY EXP – No longer budgeting for.
- DEPRECIATION – Slightly under budget.

There were no issues or questions regarding the CDA's entity wide income statement and balance sheet for the accounting period ended March 31, 2026.

#### **Riverview Towers LLC**

- Overall net income of \$57,753.43 after depreciation expense of \$67,500.00 (income before depreciation expense of \$125,253.43).
- TTL TENANT REV – Approximately \$2,200 over budget. RVT has maintained a higher occupancy than was anticipated.
- TTL OTH REV – Approximately \$3,600 under budget. This variance is related to the HAP payment which will increase on 6/1/2026 with the HUD OCAF adjustment. OCAF is an annual factor established by HUD to adjust rent for project-based assistance contracts. This should catch up by year-end.
- TTL ADMIN EXP – Approximately \$9,900 over budget. This is related to paying the entire audit fee in the 1st quarter of 2026 and should catch up by year-end.
- TTL TENANT SERVICE – Slightly under budget.
- UTILITY EXP – Approximately \$9,000 under budget. This variance is due primarily to the timing of the utility billings for gas/electric and water/sewer.
- TTL MAINTENANCE EXP – Approximately \$3,300 under budget. Part of this variance relates to prepaying extermination expenses for 2026. But most of this variance is due to the Courtesy Patrol rents that are now being expensed to this category. The Courtesy Patrol rents will cause a variance for this category for the rest of 2026. The budget for 2027 will take this item into account.
- TTL PROTECTIVE SERVICE EXP – Slightly over budget.
- TTL OTHER EXP – Approximately \$7,600 over budget. This directly relates to paying the WHEDA monitoring fee and tax return fee in the 1st quarter.
- TTL EXTRAORDINARY/CASUALTY EXP – No longer budgeting for.
- DEPRECIATION EXPENSE – No variance.

There were no questions or issues regarding the fee accountant's financial statements for Riverview Towers LLC for the accounting period ending March 31, 2026.

### **Procurement Policy Discussion**

Birkenmeier provided the current WCDA Procurement Policy as revised on August 20, 2019, and adopted by Resolution No: 19-006 on August 27, 2019. Due to a recent update by HUD on procurement thresholds increasing, Birkenmeier raised the question as to whether the policy needed revisions. She expressed that she did reach out to a HUD consultant and the existing policy remains compliant with HUD regulation. Welles offered that if the current policy isn't an issue updating would not be necessary. All Finance Committee members agreed with that assessment and decided that the policy does not need to be revised at this time.

### **2025 CDA Single Audit Update**

CLA has finished the single audit for 2025. The audit report will be issued following the CDA's completion of the 2025 MD&A. CLA found no material misstatements, issues, or problems with the CDA's 2025 financial statements or its records of operations. CLA is expected to issue the highest opinion possible for the CDA's 2025 operations performance and quality of reports. A representative of CLA will present both 2025 audit reports to the full board in July or August.

### **Next Meeting of the Finance Committee**

August 12, 2026, is the date for the next Finance Committee meeting.

Respectfully submitted,

A handwritten signature in cursive script that reads "Patrick Gosz".

Patrick Gosz, Chair

**COMMUNITY DEVELOPMENT AUTHORITY  
CAPITAL FUND PROGRAM  
As of 03/31/26**

<b>FUND #</b>	<b>GRANT AMOUNT</b>	<b>OBLIGATION START</b>	<b>OBLIGATION END</b>	<b>OBLIGATION BALANCE</b>	<b>DISBURSEMENT END</b>	<b>DISBURSEMENT BALANCE</b>
<b>501-23</b>	\$ 101,096	02/17/23	02/16/25	\$ 0.00	02/16/27	\$ 0.00
<b>501-24</b>	\$ 103,092	05/06/24	05/05/26	\$ 0.00	05/05/28	\$ 0.00
<b>501-25</b>	\$ 106,167	05/13/25	05/12/27	\$ 86,853.80	05/12/29	\$ 86,853.80
				\$ 86,853.80		\$ 86,853.80

**CFP 2023 BUDGET DETAIL**

Fees & Costs	Architect/Consultant Fees	\$ 7,840.00
Site Improvements	Tree Maintenance/Landscaping/Sewer Lateral	\$ 5,392.68
Dwelling Structures	Roof Replacement – 1901 Bopf Street (partial)	\$ 71,097.38
Dwelling Structures	Kitchen Countertop Replacement (partial)	<u>\$ 16,765.94</u>
<b>2023 Grant Total</b>		<b>\$ 101,096.00</b>

**CFP 2024 BUDGET DETAIL**

Dwelling Structures	Kitchen Countertop Replacement (partial)	\$ 94,814.06
Operations	Day-to-Day Operations	\$ 653.00
Site Improvements	Tree Maintenance/Landscaping/Sewer Lateral/Concrete Repair(partial)	<u>\$ 7,624.94</u>
<b>2024 Grant Total</b>		<b>\$ 103,092.00</b>

**CFP 2025 BUDGET DETAIL**

Fees & Costs	Architect/Consultant Fees	\$ 10,000.00
Dwelling/Non-Dwelling Site Work	Concrete Repair (partial)	\$ 42,328.00
Dwelling Unit	Smoke Detectors	\$ 12,000.00
Site Improvements	Tree Maintenance/Landscaping	\$ 9,839.00
Unit Rehab	Unit turnaround – vacated unit	\$ 12,000.00
Assessments/Audits	Capital Needs Assessment/Energy Audit	<u>\$ 20,000.00</u>
<b>2025 Grant Total</b>		<b>\$ 106,167.00</b>

COMMUNITY DEVELOPMENT AUTHORITY (PH, TER, FUL)  
INCOME STATEMENT SUMMARY THROUGH MARCH 31, 2026

	<b>2026 QUARTERLY</b>	<b>2026 YTD</b>	<b>2026 BUDGET</b>	<b>2025 YTD</b>
TTL TENANT REV	\$101,609.89	\$101,609.89	\$106,954.78	\$102,652.78
TTL OTHER REV	\$94,549.71	\$94,549.71	\$98,209.57	\$109,105.03
<b>TOTAL REVENUE</b>	<b>\$196,159.60</b>	<b>\$196,159.60</b>	<b>\$205,164.35</b>	<b>\$211,757.81</b>
TTL ADMIN EXP	\$43,473.80	\$43,473.80	\$44,172.75	\$40,537.82
TTL TENANT SRVC EXP	\$89.39	\$89.39	\$725.00	\$105.73
TTL UTILITY EXP	\$20,257.48	\$20,257.48	\$25,825.75	\$19,928.22
TTL MAINTENANCE EXP	\$42,898.40	\$42,898.40	\$49,649.25	\$40,563.27
TTL PROTECTIVE SRVC EXP	\$1,591.16	\$1,591.16	\$1,291.50	\$1,053.99
TTL OTHER EXP	\$8,702.83	\$8,702.83	\$13,441.00	\$9,362.59
TTL EXTRA/CASUALTY EXP	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATING EXPENSES</b>	<b>\$117,013.06</b>	<b>\$117,013.06</b>	<b>\$135,105.25</b>	<b>\$111,551.62</b>
<b>INCOME/(LOSS) BEFORE DEPRECIATION</b>	<b>\$79,146.54</b>	<b>\$79,146.54</b>	<b>\$70,059.10</b>	<b>\$100,206.19</b>
DEPRECIATION EXP	\$93,150.00	\$93,150.00	\$93,250.00	\$91,686.00
<b>NET INCOME/(LOSS)</b>	<b>(\$14,003.46)</b>	<b>(\$14,003.46)</b>	<b>(\$23,190.90)</b>	<b>\$8,520.19</b>

Wausau Community Development Authority - Entity Wide  
Income Statement  
March 31, 2026

= Voucher, Redevelopment, and Business Activities I & II

	2026 Quarterly	2026 YTD	2026 Budget	2025 Quarterly	2025 YTD	2025 Budget
<b><u>REVENUES</u></b>						
<b>Tenant Revenue</b>						
'3420 Tenant Revenues - Rent	100,108.00	100,108.00	105,740.00	100,987.00	100,987.00	106,141.50
'3420 Tenant Revenues - Rent	0.00	0.00	0.00	0.00	0.00	0.00
Housing Assistance Pymt	0.00	0.00	0.00	0.00	0.00	0.00
Housing Assistance Pymt	0.00	0.00	0.00	0.00	0.00	0.00
'3421 Tenant Rent - Vacancy Loss	0.00	0.00	0.00	0.00	0.00	0.00
'3421 Tenant Rent - Vacancy Loss	0.00	0.00	0.00	0.00	0.00	0.00
'3422 Tenant Revenue - excess utilities	1,501.89	1,501.89	1,214.78	1,665.78	1,665.78	1,050.00
'3422 Tenant Revenue - excess utilities	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Tenant Revenue</b>	<b>101,609.89</b>	<b>101,609.89</b>	<b>106,954.78</b>	<b>102,652.78</b>	<b>102,652.78</b>	<b>107,191.50</b>
<b>Other Revenue</b>						
3410 Revenue - HUD	0.00	0.00	0.00	0.00	0.00	0.00
3410 Revenue - HUD	583,898.00	583,898.00	84,800.00	638,394.00	638,394.00	83,938.75
'3430 Interest Income	19,257.59	19,257.59	16,923.57	30,797.32	30,797.32	29,742.75
'3430 Interest Income	44,824.44	44,824.44	8,800.00	43,762.60	43,762.60	8,800.00
'3435 Restricted Interest Income	0.00	0.00	0.00	0.00	0.00	0.00
'3435 Restricted Interest Income	0.00	0.00	0.00	0.00	0.00	0.00
Gain/loss on sale of equipment	0.00	0.00	0.00	0.00	0.00	0.00
Gain/loss on sale of equipment	0.00	0.00	0.00	0.00	0.00	0.00
'3440 Other Charges for Services	7,031.12	7,031.12	5,662.50	8,733.71	8,733.71	5,040.00
'3440 Other Charges for Services	0.00	0.00	0.00	0.00	0.00	0.00
3450 Fraud Recovery	0.00	0.00	0.00	0.00	0.00	0.00
3450 Fraud Recovery	300.00	300.00	150.00	406.00	406.00	150.00
3480 Other Revenue	1,140.00	1,140.00	272.50	90.00	90.00	0.00
3480 Other Revenue	1,052,771.93	1,052,771.93	0.00	131,382.54	131,382.54	0.00
Port In Hap & Admin	2,859.28	2,859.28	87.50	0.00	572.00	62.50
3690 CFP Operations	0.00	0.00	0.00	0.00	0.00	1,250.00
3691 Operating Subsidy	32,883.00	32,883.00	41,461.75	37,735.00	37,735.00	38,837.75
3691 Operating Subsidy	0.00	0.00	0.00	0.00	0.00	0.00
3691 Cash Receipts from Section 8	34,238.00	34,238.00	33,889.25	31,749.00	31,749.00	33,288.00

3691	Developer Fees	0.00	0.00	0.00	0.00	0.00	0.00
3692	Insurance Proceeds/VNA Charges to Tenants	0.00	0.00	0.00	0.00	0.00	0.00
3692	Insurance Proceeds/VNA Charges to Tenants	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Revenue</b>		<b>1,779,203.36</b>	<b>1,779,203.36</b>	<b>192,047.07</b>	<b>923,050.17</b>	<b>923,622.17</b>	<b>201,109.75</b>

**TOTAL REVENUES**

<b>1,880,813.25</b>	<b>1,880,813.25</b>	<b>299,001.85</b>	<b>1,025,702.95</b>	<b>1,026,274.95</b>	<b>308,301.25</b>
---------------------	---------------------	-------------------	---------------------	---------------------	-------------------

**EXPENSES**

**Administrative Expenses**

4110	Administration Salaries	20,936.17	20,936.17	22,709.75	19,560.00	19,560.00	21,864.75
4110	Administration Salaries	38,291.83	38,291.83	31,704.25	36,954.52	36,954.52	31,700.00
4120	Advertising and Marketing	341.68	341.68	395.00	437.26	437.26	375.00
4120	Advertising and Marketing	0.00	0.00	150.00	0.00	0.00	0.00
4130	Legal Expense	0.00	0.00	125.00	0.00	0.00	125.00
4130	Legal Expense	0.00	0.00	0.00	0.00	0.00	0.00
4140	Staff Training	241.94	241.94	650.00	241.94	241.94	500.00
4140	Staff Training	995.00	995.00	625.00	0.00	0.00	900.00
4150	Travel	0.00	0.00	275.00	18.90	18.90	275.00
4150	Travel	0.00	0.00	200.00	0.00	0.00	200.00
4160	Office Expense	3,740.26	3,740.26	2,600.00	3,000.80	3,000.80	2,650.00
4160	Office Expense	3,811.92	3,811.92	3,312.50	3,955.31	3,955.31	2,600.00
4170	Accounting Fees	2,934.00	2,934.00	2,642.50	1,940.00	1,940.00	2,417.25
4170	Accounting Fees	3,450.00	3,450.00	1,756.25	2,262.00	2,262.00	1,550.00
4171	Audit Fees	2,835.00	2,835.00	3,604.50	4,114.69	4,114.69	3,587.50
4171	Audit Fees	2,835.00	2,835.00	1,295.75	3,371.56	3,371.56	1,287.50
4182	Empl. Benefit Contrib. -Admin	10,654.26	10,654.26	9,343.50	9,785.43	9,785.43	10,243.25
4182	Empl. Benefit Contrib. -Admin	17,176.53	17,176.53	11,545.00	15,887.25	15,887.25	13,127.00
	Empl. Benefit Contrib. -Maint	0.00	0.00	0.00	0.00	0.00	0.00
	Empl. Benefit Contrib. -Maint	0.00	0.00	0.00	0.00	0.00	0.00
4190	Other Admin and Sundry	250.00	250.00	275.00	262.58	262.58	275.00
4190	Other Admin and Sundry	0.00	0.00	62.50	0.00	0.00	62.50
4191	Telephone	1,540.49	1,540.49	1,552.50	1,176.22	1,176.22	1,021.25
4191	Telephone	511.69	511.69	468.75	485.29	485.29	375.00
	Recreation - Social Act.	0.00	0.00	0.00	0.00	0.00	0.00
4195	Outside Mgt Fees	0.00	0.00	0.00	0.00	0.00	0.00
4195	Outside Mgt Fees	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Administrative Expenses</b>		<b>110,545.77</b>	<b>110,545.77</b>	<b>95,292.75</b>	<b>103,453.75</b>	<b>103,453.75</b>	<b>95,136.00</b>

**Tenant Services Expenses**

4210	Tenant Services Salaries	0.00	0.00	0.00	0.00	0.00	0.00
4210	Tenant Services Salaries	0.00	0.00	0.00	0.00	0.00	0.00

4220	Rec. Pub., and Other	89.39	89.39	725.00	105.73	105.73	675.00
4220	Rec. Pub., and Other	0.00	0.00	0.00	0.00	0.00	0.00
	Recreation - Social Act.	0.00	0.00	0.00	0.00	0.00	0.00
	Recreation - Social Act.	0.00	0.00	0.00	0.00	0.00	0.00
4221	Tenant Store Expenses	0.00	0.00	0.00	0.00	0.00	0.00
4221	Tenant Store Expenses	0.00	0.00	0.00	0.00	0.00	0.00
4230	Contract Costs/VNA Expenses	0.00	0.00	0.00	0.00	0.00	0.00
4230	Contract Costs/VNA Expenses	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total Tenant Services Expenses</b>	<b>89.39</b>	<b>89.39</b>	<b>725.00</b>	<b>105.73</b>	<b>105.73</b>	<b>675.00</b>

**Utility Expenses**

4310	Water	3,801.15	3,801.15	6,325.00	3,896.01	3,896.01	6,675.00
4310	Water	0.00	0.00	0.00	0.00	0.00	0.00
4320	Electricity	5,746.30	5,746.30	7,750.00	6,330.38	6,330.38	7,625.00
4320	Electricity	0.00	0.00	0.00	0.00	0.00	0.00
4330	Gas	5,754.06	5,754.06	2,950.00	4,645.39	4,645.39	3,196.25
4330	Gas	0.00	0.00	0.00	0.00	0.00	0.00
4360	Sewer	4,293.99	4,293.99	7,531.25	4,394.46	4,394.46	7,352.50
4340	Sewer	0.00	0.00	0.00	0.00	0.00	0.00
4390	Other Utilities Expense	661.98	661.98	1,269.50	661.98	661.98	1,269.50
4390	Other Utilities Expense	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total Utility Expenses</b>	<b>20,257.48</b>	<b>20,257.48</b>	<b>25,825.75</b>	<b>19,928.22</b>	<b>19,928.22</b>	<b>26,118.25</b>

**Maintenance Expenses**

4410	Maint. Labor	21,399.04	21,399.04	26,732.50	19,934.25	19,934.25	20,606.50
4410	Maint. Labor	3,922.67	3,922.67	5,541.75	3,706.11	3,706.11	4,037.25
4420	Maint. Materials	2,617.46	2,617.46	6,887.50	6,169.25	6,169.25	6,100.00
4420	Maint. Materials	0.00	0.00	0.00	0.00	0.00	0.00
4430	Maintenance Contracts	8,740.85	8,740.85	7,406.25	4,748.06	4,748.06	7,420.75
4430	Maintenance Contracts	0.00	0.00	0.00	0.00	0.00	0.00
4431	Garbage & Trash Removal	911.04	911.04	887.00	1,239.22	1,239.22	850.00
4431	Garbage & Trash Removal	0.00	0.00	0.00	0.00	0.00	0.00
4433	Empl. Benefit Contr. Maint.	9,230.01	9,230.01	7,736.00	8,472.49	8,472.49	8,554.25
4433	Empl. Benefit Contr. Maint.	584.37	584.37	303.50	542.93	542.93	589.25
	Misc. Operating Expenses	0.00	0.00	0.00	0.00	0.00	0.00
	Misc. Operating Expenses	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total Maintenance Expenses</b>	<b>47,405.44</b>	<b>47,405.44</b>	<b>55,494.50</b>	<b>44,812.31</b>	<b>44,812.31</b>	<b>48,158.00</b>

**Protective Services Expenses**

4460	Labor	0.00	0.00	0.00	0.00	0.00	0.00
4460	Labor	0.00	0.00	0.00	0.00	0.00	0.00
4470	Materials	0.00	0.00	0.00	0.00	0.00	0.00
4470	Materials	0.00	0.00	0.00	0.00	0.00	0.00
4480	Contract Costs	1,591.16	1,591.16	1,291.50	1,053.99	1,053.99	1,129.00
4480	Contract Costs	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Protective Services</b>		<b>1,591.16</b>	<b>1,591.16</b>	<b>1,291.50</b>	<b>1,053.99</b>	<b>1,053.99</b>	<b>1,129.00</b>
<b>Other General Expenses</b>							
4510	Insurance Expense	567.59	567.59	5,449.75	1,235.14	1,235.14	6,635.50
4510	Insurance Expense	472.10	472.10	704.50	1,070.29	1,070.29	969.50
4520	Payment in Lieu of Taxes	8,135.24	8,135.24	7,991.25	8,272.45	8,272.45	8,007.75
4520	Payment in Lieu of Taxes	0.00	0.00	0.00	0.00	0.00	0.00
4570	Collection Losses	0.00	0.00	0.00	-145.00	-145.00	0.00
4570	Collection Losses	0.00	0.00	100.00	0.00	0.00	100.00
4590	Other General Expense	0.00	0.00	0.00	0.00	0.00	0.00
4590	Other General Expense	414.72	414.72	425.00	0.00	0.00	250.00
	Gain/Loss on Investments	0.00	0.00	0.00	0.00	0.00	0.00
	Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00
4595	Compensated Absences	0.00	0.00	0.00	0.00	0.00	0.00
4595	Compensated Absences	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other General Expenses</b>		<b>9,589.65</b>	<b>9,589.65</b>	<b>14,670.50</b>	<b>10,432.88</b>	<b>10,432.88</b>	<b>15,962.75</b>
<b>Extraordinary/Casualty Loss Expenses</b>							
4610	Labor	0.00	0.00	0.00	0.00	0.00	600.00
4610	Labor	0.00	0.00	0.00	0.00	0.00	0.00
4620	Labor	0.00	0.00	0.00	0.00	0.00	0.00
4620	Labor	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Extraordinary/Casualty Loss</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>600.00</b>
<b>Housing Assistance Payments</b>							
4715	Hap Expenses	506,836.00	506,836.00	0.00	509,636.00	509,636.00	0.00
<b>Total Hap expenses</b>		<b>506,836.00</b>	<b>506,836.00</b>	<b>0.00</b>	<b>509,636.00</b>	<b>509,636.00</b>	<b>0.00</b>
<b>Depreciation Expense</b>							
4800	Depre Expense - PHA Funded	93,150.00	93,150.00	93,250.00	91,686.00	91,686.00	92,726.75
4800	Depre Expense - PHA Funded	525.00	525.00	525.00	540.00	540.00	0.00
<b>Total Depreciation Expense</b>		<b>93,675.00</b>	<b>93,675.00</b>	<b>93,775.00</b>	<b>92,226.00</b>	<b>92,226.00</b>	<b>92,726.75</b>
<b>TOTAL OPERATING EXPENSES</b>		<b>789,989.89</b>	<b>789,989.89</b>	<b>287,075.00</b>	<b>781,648.88</b>	<b>781,648.88</b>	<b>280,505.75</b>
<b>Change in Net Position</b>		<b>1,090,823.36</b>	<b>1,090,823.36</b>	<b>11,926.85</b>	<b>244,054.07</b>	<b>244,626.07</b>	<b>27,795.50</b>

<b>Prior Year Adjustments</b>							
6010	Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00
6010	Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Prior Year Adjustments</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Equity Transfers</b>							
9116	Equity Transfers	0.00	0.00	0.00	0.00	0.00	0.00
9116	Equity Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Equity Transfers</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NET INCOME/LOSS</b>		<b>1,090,823.36</b>	<b>1,090,823.36</b>	<b>11,926.85</b>	<b>244,054.07</b>	<b>244,626.07</b>	<b>27,795.50</b>





RIVERVIEW TOWERS LLC  
INCOME STATEMENT SUMMARY THROUGH MARCH 31, 2026

	<b>2026 QUARTERLY</b>	<b>2026 YTD</b>	<b>2026 BUDGET</b>	<b>2025 YTD</b>
TTL TENANT REV	\$177,797.00	\$177,797.00	\$175,515.00	\$155,721.00
TTL OTHER REV	\$137,341.67	\$137,341.67	\$141,037.26	\$123,921.92
<b>TOTAL REVENUE</b>	<b>\$315,138.67</b>	<b>\$315,138.67</b>	<b>\$316,552.26</b>	<b>\$279,642.92</b>
TTL ADMIN EXP	\$75,014.67	\$75,014.67	\$65,049.24	\$62,224.05
TTL TENANT SRVC EXP	\$645.50	\$645.50	\$1,425.00	\$459.25
TTL UTILITY EXP	\$22,642.90	\$22,642.90	\$31,739.49	\$15,840.20
TTL MAINTENANCE EXP	\$56,445.96	\$56,445.96	\$59,779.98	\$58,083.34
TTL PROTECTIVE SRVC EXP	\$1,048.82	\$1,048.82	\$825.00	\$627.54
TTL OTHER EXP	\$34,087.39	\$34,087.39	\$26,471.01	\$29,913.28
TTL EXTRA/CASUALTY EXP	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATING EXPENSES</b>	<b>\$189,885.24</b>	<b>\$189,885.24</b>	<b>\$185,289.72</b>	<b>\$167,147.66</b>
<b>INCOME/(LOSS) BEFORE DEPRECIATION</b>	<b>\$125,253.43</b>	<b>\$125,253.43</b>	<b>\$131,262.54</b>	<b>\$112,495.26</b>
DEPRECIATION EXP	\$67,500.00	\$67,500.00	\$67,500.00	\$85,334.22
<b>NET INCOME/(LOSS)</b>	<b>\$57,753.43</b>	<b>\$57,753.43</b>	<b>\$63,762.54</b>	<b>\$27,161.04</b>

**RIVERVIEW TOWERS LLC**

**FINANCIAL STATEMENTS**

**For the Accounting Period Ending March 31, 2026**



To the Members  
Riverview Towers LLC  
Wausau, WI

The members are responsible for the accompanying financial statements of Riverview Towers LLC (“Project”), which comprise the balance sheet as of March 31, 2026, and the related statement of operations for the one month and three months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the members. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Accounting principles generally accepted in the United States of America require that accounts payable be recorded. The members have informed us that the Project has not recorded accounts payable, which is not in accordance with accounting principles generally accepted in the United States of America. The members have not determined the effect of the departure from accounting principles generally accepted in the United States of America on the accompanying financial statements.

The members have elected to omit the statement of cash flows and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the statement of cash flows and omitted disclosures were to be included in the financial statements, they might influence the user’s conclusions about the Project’s financial position, result of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The accompanying budget of the Project for the year ending December 31, 2026, has not been compiled or examined by us, and, accordingly, we do not express an opinion or any other form of assurance on it. The members have elected to omit the summaries of significant assumptions and accounting policies required under established guidelines for presentation of prospective financial statements. If the omitted summaries were included in the budgeted information, they might influence the user’s conclusions about the Project’s budgeted information. Accordingly, this budgeted information is not designed for those who are not informed about such matters.

We are not independent with respect to the Project.

A handwritten signature in cursive script that reads 'Hawkins Ash CPAs, LLP'.

La Crosse, Wisconsin  
April 8, 2026

**Riverview Towers LLC**  
**Balance Sheet-Riverview Towers LLC**  
**March 31, 2026**

	<b>Current Period</b>	<b>Cumulative</b>
<b>ASSETS</b>		
CURRENT ASSETS		
<b>Cash</b>		
26-0-000-000-1010.100 Cash - Construction (US Bank)	0.00	0.00
26-0-000-000-1111.040 Cash - Unrestricted	23,619.80	2,345,047.26
26-0-000-000-1111.050 Cash - Reserve Account	0.00	0.00
26-0-000-000-1162.000 Cash - Savings/Money Mkts/CDs	9,525.21	1,517,441.76
Total	33,145.01	3,862,489.02
<b>Accounts Receivable</b>		
26-0-000-000-1122.000 Accounts Receivable - Tenants	(110.00)	2,733.19
26-0-000-000-1128.000 Accounts Receivable - Other	0.00	0.00
26-0-000-000-1129.000 Accounts Receivable - Subsidy	0.00	0.00
Total	(110.00)	2,733.19
<b>Accrued Receivables</b>		
26-0-000-000-1145.000 Accrued Interest Receivable	0.00	0.00
Total	0.00	0.00
<b>Other Current Assets</b>		
26-0-000-000-1210.000 Prepaid Expenses	(2,008.27)	16,325.30
26-0-000-000-1211.000 Prepaid Insurance	(2,836.09)	23,834.51
26-0-000-000-1295.001 Interprogram Due (to) from PH	0.00	0.00
Total	(4,844.36)	40,159.81
<b>TOTAL CURRENT ASSETS</b>	<b>28,190.65</b>	<b>3,905,382.02</b>

\*(See Accountants' Compilation Report)

**Riverview Towers LLC**  
**Balance Sheet-Riverview Towers LLC**  
**March 31, 2026**

	<b>Current Period</b>	<b>Cumulative</b>
<b>NONCURRENT ASSETS</b>		
<b>Fixed Assets</b>		
26-0-000-000-1400.000 CWIP	0.00	0.00
26-0-000-000-1400.060 Land	0.00	0.00
26-0-000-000-1400.061 Land Improvements	0.00	20,555.00
26-0-000-000-1400.080 Dwelling Equipment	0.00	18,329.76
26-0-000-000-1400.090 Nondwelling Equipment	0.00	338,846.40
26-0-000-000-1400.100 Building Improvements	0.00	10,113,502.20
26-0-000-000-1400.150 Accumulated Depreciation	(22,500.00)	(4,010,334.62)
Total	(22,500.00)	6,480,898.74
<b>Other Assets</b>		
26-0-000-000-1460.000 Tax Credit Fees	0.00	47,114.00
26-0-000-000-1460.010 Tax Credit Fee Amort	(261.75)	(42,402.03)
26-0-000-000-1470.000 Financing Fees	0.00	0.00
26-0-000-000-1470.010 Financing Fees Amort	0.00	0.00
Total	(261.75)	4,711.97
<b>TOTAL NONCURRENT ASSETS</b>	<b>(22,761.75)</b>	<b>6,485,610.71</b>
<b>TOTAL ASSETS</b>	<b>5,428.90</b>	<b>10,390,992.73</b>

\*(See Accountants' Compilation Report)

04/08/2026  
2:18:44 PM  
nak

*Riverview Towers LLC*  
*Balance Sheet-Riverview Towers LLC*  
*March 31, 2026*

3  
H:\hms\reports\1\NET.QRP

	Current Period	Cumulative
<b>LIABILITIES AND MEMBERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
<b>Accounts Payable</b>		
26-0-000-000-2111.000 A/P - Vendors & Contractors	0.00	0.00
26-0-000-000-2111.010 A/P - Other	0.00	0.00
26-0-000-000-2114.000 Tenants Security Deposits	111.00	56,115.00
26-0-000-000-2119.000 A/P - Other	0.00	0.00
26-0-000-000-2119.010 A/P - Payroll	(534.89)	25,526.43
26-0-000-000-2119.020 A/P - Gorman Compliance Fee	0.00	0.00
26-0-000-000-2119.030 A/P - Gorman Developer Fee	0.00	0.00
26-0-000-000-2119.040 A/P - Subsidy	0.00	0.00
Total	(423.89)	81,641.43
<b>Accrued Liabilities</b>		
26-0-000-000-2134.000 Accrued Comp Absences - Due within one year	0.00	19,549.86
26-0-000-000-2136.000 Other Accrued Liabilities	0.00	0.00
26-0-000-000-2137.000 Payment in Lieu of Taxes	4,699.26	67,913.47
26-0-000-000-2149.000 Accrued Asset Mgt Fee	945.34	2,836.02
Total	5,644.60	90,299.35
<b>Other Current Liabilities</b>		
26-0-000-000-2145.001 Interprogram Due to (from) PH	0.00	0.00
26-0-000-000-2145.002 Interprogram Due to (from) Voucher	0.00	0.00
26-0-000-000-2145.012 Interprogram Due to (from) Riverview Terrace	0.00	0.00
26-0-000-000-2145.017 Interprogram Due to (from) BA II	(8.43)	7,053.01
26-0-000-000-2240.000 Tenants Prepaid Rent	0.00	0.00
26-0-000-000-2290.000 Unearned Revenue	0.00	0.00
Total	(8.43)	7,053.01
<b>TOTAL CURRENT LIABILITIES</b>	<b>5,212.28</b>	<b>178,993.79</b>

\*(See Accountants' Compilation Report)

04/08/2026  
2:18:44 PM  
nak

*Riverview Towers LLC*  
*Balance Sheet-Riverview Towers LLC*  
*March 31, 2026*

4  
H:\hms\reports\INET.QRP

	Current Period	Cumulative
<b>NONCURRENT LIABILITIES</b>		
26-0-000-000-2134.010 Accrued Comp Absences	0.00	31,393.74
26-0-000-000-2310.000 Notes Payable - Construction Loan	0.00	0.00
26-0-000-000-2320.000 Notes Payable - Wausau CDA PH	0.00	2,500,000.00
26-0-000-000-2320.010 Interest Payable - Wausau CDA PH	4,166.67	612,500.01
26-0-000-000-2330.000 Notes Payable - Wausau CDA PH (AHP loan)	0.00	750,000.00
26-0-000-000-2330.010 Interest Payable - Wausau CDA PH (AHP loan)	331.78	47,253.69
Total	4,498.45	3,941,147.44
<b>TOTAL LIABILITIES</b>	<b>9,710.73</b>	<b>4,120,141.23</b>
<b>MEMBERS' EQUITY</b>		
26-0-000-000-2700.000 CY Net Change	(4,281.83)	43,472.83
26-0-000-000-1450.000 Syndication Costs	0.00	(52,000.00)
26-0-000-000-2810.512 Unrestricted Net Assets	0.00	0.00
26-0-000-000-2834.000 Managing Member Equity	0.00	174,834.48
26-0-000-000-2835.000 NEF Investor Equity	0.00	6,104,544.19
TOTAL MEMBERS' EQUITY	(4,281.83)	6,270,851.50
<b>TOTAL LIABILITIES AND MEMBERS' EQUITY</b>	<b>5,428.90</b>	<b>10,390,992.73</b>
Proof	0.00	0.00

\*(See Accountants' Compilation Report)

**Riverview Towers LLC**  
**Stmnt of Operations-Riverview Towers LLC**  
**Three Month Period - March 31, 2026**

	***** PERIOD TO DATE*****			***YTD ACTUAL***		***YTD BUDGET***	
	PUM	Actual	Budget	PUM	Actual	Budget	Variance
PUM	1.00	149.00	149.00	1.00	447.00	447.00	0.00
<b>OPERATING REVENUE</b>							
<b>Rental Revenue</b>							
26-1-000-000-3420.000 Tenant Revenue - Rent	393.54	58,637.00	59,450.42	401.73	179,575.00	178,351.26	1,223.74
26-1-000-000-3421.000 Tenant Rent - Vacancy Loss	5.68	(847.00)	(945.42)	3.98	(1,778.00)	(2,836.26)	1,058.26
26-1-000-000-3422.000 Excess Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	387.85	57,790.00	58,505.00	397.76	177,797.00	175,515.00	2,282.00
<b>Nonrental Revenue</b>							
26-1-000-000-3410.000 HUD HAP Subsidy	231.85	34,545.00	36,437.42	230.16	102,883.00	109,312.26	(6,429.26)
26-1-000-000-3410.010 HUD Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-3440.000 Other Inc - Tenants Charges	0.72	107.76	466.67	2.73	1,222.14	1,400.01	(177.87)
26-1-000-000-3440.020 Other Inc - Tenant Store	1.49	221.50	208.33	1.50	672.40	624.99	47.41
26-1-000-000-3440.030 Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-3440.060 Other Income - Voucher CARES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-3444.040 Laundry	4.44	661.16	666.67	3.70	1,655.23	2,000.01	(344.78)
26-1-000-000-3444.050 Vending	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-3691.000 Operating Subsidy	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-3692.000 Other Inc - Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	238.49	35,535.42	37,779.09	238.10	106,432.77	113,337.27	(6,904.50)
<b>TOTAL OPERATING REVENUE</b>	<b>626.35</b>	<b>93,325.42</b>	<b>96,284.09</b>	<b>635.86</b>	<b>284,229.77</b>	<b>288,852.27</b>	<b>(4,622.50)</b>
<b>OPERATING EXPENSES</b>							
<b>Administration</b>							
26-1-000-000-4110.000 Administration Salaries	53.46	7,965.61	8,706.50	53.46	23,896.82	26,119.50	(2,222.68)
26-1-000-000-4110.010 Admin Salaries - Comp Abs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-4120.000 Advertising & Marketing	3.09	460.00	468.33	3.06	1,366.71	1,404.99	(38.28)
26-1-000-000-4130.000 Legal Expense	0.00	0.00	41.67	0.00	0.00	125.01	(125.01)
26-1-000-000-4140.000 Staff Training	1.62	241.94	100.00	0.54	241.94	300.00	(58.06)
26-1-000-000-4150.000 Travel	0.00	0.00	75.00	0.00	0.00	225.00	(225.00)
26-1-000-000-4150.010 Mileage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-4160.000 Office Expenses	17.55	2,615.45	800.00	7.55	3,375.58	2,400.00	975.58
26-1-000-000-4170.000 Accounting Fees	5.15	768.00	479.17	2.66	1,190.00	1,437.51	(247.51)
26-1-000-000-4171.000 Audit Fees	65.31	9,731.25	1,254.83	31.17	13,931.25	3,764.49	10,166.76
26-1-000-000-4182.000 Employee Benefits - Admin	33.18	4,943.74	4,481.00	33.18	14,831.12	13,443.00	1,388.12
26-1-000-000-4190.000 Other Admin and Sundry	0.00	0.00	41.67	0.00	0.00	125.01	(125.01)
26-1-000-000-4191.000 Telephone	2.83	421.61	350.00	2.46	1,098.05	1,050.00	48.05
26-1-000-000-4192.000 Management Fee	23.55	3,509.49	3,380.83	23.65	10,570.93	10,142.49	428.44
26-1-000-000-4193.000 Compliance Fee	3.75	558.75	558.75	3.75	1,676.25	1,676.25	0.00
26-1-000-000-4194.000 Asset Management Fee	6.34	945.34	945.33	6.34	2,836.02	2,835.99	0.03
Total	215.85	32,161.18	21,683.08	167.82	75,014.67	65,049.24	9,965.43

\*See Accountants' Compilation Report

**Riverview Towers LLC**  
**Stmnt of Operations-Riverview Towers LLC**  
**Three Month Period - March 31, 2026**

	***** PERIOD TO DATE*****			***YTD ACTUAL***		***YTD BUDGET***	
	PUM	Actual	Budget	PUM	Actual	Budget	Variance
<b>OPERATING EXPENSES</b>							
<b>Tenant Services</b>							
26-1-000-000-4210.000 Tenant Services Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-4220.000 Rec, Pub and Other	0.50	73.76	250.00	0.31	139.13	750.00	(610.87)
26-1-000-000-4221.000 Tenant Store Expenses	2.06	307.37	225.00	1.13	506.37	675.00	(168.63)
Total	2.56	381.13	475.00	1.44	645.50	1,425.00	(779.50)
<b>Utilities</b>							
26-1-000-000-4310.000 Water	0.00	0.00	1,245.83	0.00	0.00	3,737.49	(3,737.49)
26-1-000-000-4320.000 Electricity	27.12	4,041.42	5,250.00	18.78	8,394.49	15,750.00	(7,355.51)
26-1-000-000-4330.000 Gas	45.34	6,756.02	2,683.33	31.88	14,248.41	8,049.99	6,198.42
26-1-000-000-4360.000 Sewer	0.00	0.00	1,216.67	0.00	0.00	3,650.01	(3,650.01)
26-1-000-000-4390.000 Other Utilities Expense	0.00	0.00	184.00	0.00	0.00	552.00	(552.00)
Total	72.47	10,797.44	10,579.83	50.66	22,642.90	31,739.49	(9,096.59)
<b>Maintenance and Operations</b>							
26-1-000-000-4410.000 Maint Labor	55.49	8,268.02	9,061.33	61.88	27,660.15	27,183.99	476.16
26-1-000-000-4410.010 Maint Labor - Comp Abs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-4420.000 Maint Materials	16.67	2,483.21	1,958.33	8.78	3,926.83	5,874.99	(1,948.16)
26-1-000-000-4430.010 Heating & Cooling	0.00	0.00	466.67	0.00	0.00	1,400.01	(1,400.01)
26-1-000-000-4430.020 Snow Removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-4430.030 Elevator Maintenance	3.63	540.17	591.67	3.63	1,620.51	1,775.01	(154.50)
26-1-000-000-4430.040 Landscape & Grounds	0.00	0.00	666.67	1.69	756.00	2,000.01	(1,244.01)
26-1-000-000-4430.050 Unit Turnaround	0.00	0.00	83.33	0.00	0.00	249.99	(249.99)
26-1-000-000-4430.060 Electrical	0.00	0.00	150.00	1.05	469.66	450.00	19.66
26-1-000-000-4430.070 Plumbing	0.00	0.00	133.33	0.00	0.00	399.99	(399.99)
26-1-000-000-4430.080 Extermination	16.98	2,530.00	1,913.33	5.66	2,530.00	5,739.99	(3,209.99)
26-1-000-000-4430.090 Janitorial	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-4430.100 Other Contract Costs	6.44	960.00	316.67	8.97	4,010.00	950.01	3,059.99
26-1-000-000-4430.101 Routine	0.00	0.00	100.00	0.00	0.00	300.00	(300.00)
26-1-000-000-4431.000 Garbage & Trash Removal	4.86	724.83	758.33	5.28	2,360.23	2,274.99	85.24
26-1-000-000-4433.000 Employee Benefits - Maint	28.39	4,229.48	3,727.00	29.33	13,112.58	11,181.00	1,931.58
Total	132.45	19,735.71	19,926.66	126.28	56,445.96	59,779.98	(3,334.02)
<b>Protective Services</b>							
26-1-000-000-4480.000 Contract Costs	4.03	601.18	275.00	2.35	1,048.82	825.00	223.82
Total	4.03	601.18	275.00	2.35	1,048.82	825.00	223.82

\*See Accountants' Compilation Report

**Riverview Towers LLC**  
**Stmnt of Operations-Riverview Towers LLC**  
**Three Month Period - March 31, 2026**

	***** PERIOD TO DATE*****			***YTD ACTUAL***		***YTD BUDGET***	
	PUM	Actual	Budget	PUM	Actual	Budget	Variance
<b>OPERATING EXPENSES</b>							
<b>General Expense</b>							
26-1-000-000-4510.010 Insurance - Property	15.25	2,272.67	2,387.50	15.25	6,817.97	7,162.50	(344.53)
26-1-000-000-4510.020 Insurance - Liability	3.78	563.42	579.17	3.78	1,690.26	1,737.51	(47.25)
26-1-000-000-4510.030 Insurance - Workers Comp	0.80	119.58	132.00	0.80	358.75	396.00	(37.25)
26-1-000-000-4510.040 Insurance - Other	0.00	0.00	29.17	0.00	0.00	87.51	(87.51)
26-1-000-000-4520.000 Payment in Lieu of Taxes	31.54	4,699.26	4,887.08	34.71	15,515.41	14,661.24	854.17
26-1-000-000-4570.000 Collection Losses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-4590.000 Other General Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-4590.010 Other Gen Exp - Compliance Fee	45.00	6,705.00	558.75	15.00	6,705.00	1,676.25	5,028.75
26-1-000-000-4590.020 Other Gen Exp - Tax Return	20.13	3,000.00	250.00	6.71	3,000.00	750.00	2,250.00
26-1-000-000-4595.000 Compensated Absences	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	116.51	17,359.93	8,823.67	76.26	34,087.39	26,471.01	7,616.38
<b>Extraordinary Maintenance</b>							
26-1-000-000-4610.010 Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-4610.030 Contract Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Casualty Losses</b>							
26-1-000-000-4620.030 Contract Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Depreciation Expenses</b>							
26-1-000-000-4800.000 Depreciation Expense	151.01	22,500.00	22,500.00	151.01	67,500.00	67,500.00	0.00
26-1-000-000-4801.000 Amortize - Tax Credit Fees	1.76	261.75	261.75	1.76	785.25	785.25	0.00
26-1-000-000-4802.000 Amortize - Finance Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	152.76	22,761.75	22,761.75	152.76	68,285.25	68,285.25	0.00
<b>TOTAL OPERATING EXPENSES</b>	<b>696.63</b>	<b>103,798.32</b>	<b>84,524.99</b>	<b>577.56</b>	<b>258,170.49</b>	<b>253,574.97</b>	<b>4,595.52</b>
<b>OPERATING INCOME (LOSS)</b>	<b>70.29</b>	<b>(10,472.90)</b>	<b>11,759.10</b>	<b>58.30</b>	<b>26,059.28</b>	<b>35,277.30</b>	<b>(9,218.02)</b>

\*See Accountants' Compilation Report

**Riverview Towers LLC**  
**Stmnt of Operations-Riverview Towers LLC**  
**Three Month Period - March 31, 2026**

	***** PERIOD TO DATE*****			***YTD ACTUAL***		***YTD BUDGET***	
	PUM	Actual	Budget	PUM	Actual	Budget	Variance
<b>Nonoperating Revenue (Expense)</b>							
26-1-000-000-3430.000 Investment Income	71.74	10,689.52	9,233.33	69.15	30,908.90	27,699.99	3,208.91
26-1-000-000-3480.000 Gain (Loss) on Fixed Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-1-000-000-4540.000 Interest Expense - CDA Loan	27.96	(4,166.67)	(4,498.44)	27.96	(12,500.01)	(13,495.32)	995.31
26-1-000-000-4540.010 Interest Expense - AHP CDA Loan	2.23	(331.78)	0.00	2.23	(995.34)	0.00	(995.34)
26-1-000-000-9000.000 Operating Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	41.55	6,191.07	4,734.89	38.96	17,413.55	14,204.67	3,208.88
<b>CHANGE IN NET ASSETS</b>	<b>28.74</b>	<b>(4,281.83)</b>	<b>16,493.99</b>	<b>97.25</b>	<b>43,472.83</b>	<b>49,481.97</b>	<b>(6,009.14)</b>
<b>Prior Period Adjustments</b>							
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NET CHANGE</b>	<b>28.74</b>	<b>(4,281.83)</b>	<b>16,493.99</b>	<b>97.25</b>	<b>43,472.83</b>	<b>49,481.97</b>	<b>(6,009.14)</b>

\*See Accountants' Compilation Report

# Procurement Policy

Wausau Community  
Development Authority

550 E. Thomas Street  
Wausau, WI 54403

Resolution No: 19-006

Revised: August 20, 2019  
Adopted: August 27, 2019

Table of Contents	Page
I. General Provisions	3
II. Procurement Authority and Administration	3 – 4
III. Procurement Methods	5 – 12
IV. Contractor Qualifications and Duties	12
V. Types of Contracts, Clauses, and Contract Administration	13 – 14
VI. Specifications	14
VII. Appeals and Remedies	15
VIII. Assistance to Small and Other Businesses	15 – 17
IX. Ethics in Public Contracting	17 – 18
X. Retention of Records	18

## **I. General Provisions**

- A. The purpose of this Procurement Policy is to: provide for the fair and equitable treatment of all persons or firms involved in purchasing by the Wausau Community Development Authority (hereinafter, WCDA); assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to the WCDA; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity. This Procurement Policy (Policy) complies with the Annual Contributions Contract (ACC) between the WCDA and the United States Department of Housing and Urban Development (HUD); Federal Regulations 2 CFR 200.317 through 200.326, the procurement standards of the Procurement Handbook for Public Housing Authorities (PHAs); HUD Handbook 7460.8, Rev 2; and applicable State and Local Laws. In case of a discrepancy between this document and the procurement standards of HUD, the language of the HUD Procurement Handbook shall prevail.

WCDA will conduct its purchasing and procurement according to this Policy and the federal regulations, Handbooks and policies listed above. This procedure is authorized for the Housing Authority by the federal government, thus WCDA conducts its purchasing methods under the exception to Wis. Stat. sec. 66.1201(24)(a) stated in sec. 66.1201(24)(ag). WCDA also is not obligated to follow the City of Wausau's purchasing guidelines and related ordinances, because WCDA is a separate legal entity from the City of Wausau. However, WCDA may use the services of the City of Wausau Finance Department Purchasing unit when it is advantageous to do so, as long as it is done in compliance with this Policy.

- B. This Procurement Policy applies to all contracts for the procurement of supplies, services, and construction entered into by the WCDA after the effective date of this Policy. It shall apply to every expenditure of funds by the WCDA for public purchasing; however, nothing in this Policy shall prevent the WCDA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. The term "procurement", as used in this Policy, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.
- C. Procurement information shall be a matter of public record to the extent provided in Wisconsin State Statutes 19.35 and 19.36 and shall be available to the public as provided in that statute.

## **II. Procurement Authority and Administration**

- A. All procurement transactions shall be administered by the Contracting Officer, who shall be the Executive Director or other individual he or she has authorized in writing.
- B. The Executive Director or his/her designee shall ensure that:
  - 1. Procurement requirements are subject to assure efficient and economical purchasing;
  - 2. Contracts and modifications are in writing, clearly specifying the desired supplies, services, or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price;
  - 3. For procurement over the small purchase limit (\$250,000), public notice is given of each upcoming procurement at least 10 days (or other time period if required by State or Local law) before a solicitation is issued; responses to such notice are honored to the maximum extent practical; a minimum of 15 days (or other time period if required by State or Local law) is provided for preparation and submission of bids or proposals; and notice of contract awards is made available to the public;
  - 4. Solicitation procedures are conducted in full compliance with Federal standards stated in 2 CFR 200, or State and Local laws that are more stringent, provided they are consistent with 2 CFR 200;
  - 5. An independent cost estimate is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;
  - 6. Contract award is made to the responsive and responsible bidder whose proposal offers the greatest value to the WCDA, considering price, technical, and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified within 10 days (or other time period required by State or Local law) after contract award;
  - 7. There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted; and
  - 8. The WCDA complies with applicable HUD review requirements.
- C. This Policy and any later changes shall be submitted to the Board of Commissioners for approval. The Board appoints and delegates procurement authority to the Executive

Director and is responsible for ensuring that any procurement policies adopted are appropriate for the WCDA.

### **III. Procurement Methods**

- A. Selection of Method: If it has been decided that the WCDA will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement.
- B. Small Purchase Procedures:
1. General: Any contract greater than \$10,000 but not exceeding \$250,000 may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section VIII of this Policy).
  2. Petty Cash Purchase: Petty Cash funds may be used for very small, one-time purchases not exceeding \$25. The Contracting Officer shall ensure that: the account is established in an amount sufficient to cover petty cash purchases made during a reasonable period (e.g. one month); security is maintained and only authorized individuals have access to the account; the account is periodically reconciled and replenished by submission of a voucher; and, the account is audited at least annually by the Public Housing Manager or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.
  3. Micro Purchase: For Micro Purchases under \$10,000, only one quotation need be solicited if the Contracting Officer considers the price to be reasonable. Such purchases must be distributed equitably among qualified sources.
  4. Blank Purchase Agreement: Blank Purchase Agreements will be competitively established for procurements of the same kind of goods or services that the WCDA procures frequently. Examples may be for painting, electrical repair or such services.
  5. Purchase Orders: Purchase orders may be issued for the one-time procurement of goods or services up to the small purchase threshold unless the WCDA's procurement policy sets a lower limits for the use of Purchase orders.
  6. Purchasing Cards: The WCDA purchase card may be utilized for purchases under \$5,000. The Contracting Officer has the discretion to designate whom is allowed to make purchases using the purchase card.

7. Small Purchase: For Small Purchases in excess of \$10,000 but not exceeding \$250,000 no less than three bidders shall be solicited to submit price quotations, which may be obtained orally, by telephone, or in writing, as allowed by State and Local laws. Award shall be made to the bidder providing the lowest responsible and responsive bid whose bid meets the requirements of the invitation for bids, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts. If non-price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of bidders and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record (unless otherwise provided in State or Local Law).

C. Sealed Bids (Required for purchases over Small Purchase limit of \$250,000):

1. Conditions for Use: Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; adequate number of responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction, materials and service procurement.
2. Invitation for Bids & Solicitation: An invitation for bids (IFB) shall be issued including specifications and all contractual terms and conditions applicable to the procurement; including a statement that award will be made to the lowest, responsible and responsive bidder whose bid meets the requirements of the invitation for bids. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.

Buy American requirements of Section 1605 of the Recovery Act of 2009 shall be included as a part of any solicitation and award pertaining to ARRA monies.

3. Alternate Bid: The WCDA may include a list of deduct alternatives when preparing a bid solicitation package. The solicitation will include the specification of work or products needed and then list deduct alternatives to enable the WCDA to make an award within available funds. All deducts will be taken in a predetermined order and listed in the specifications.
4. Pre-Bid Conference: After the IFB is issued and before bids are due, the Contracting Officer may hold a pre-bid conference with prospective builders to discuss the IFB. This will be held if the IFB is a large or complex procurement. A notice of any scheduled conference shall be included in the IFB and the published notice.

5. Bid Opening, Evaluation and Award: Bids shall be publicly opened on the scheduled date and time shown on the solicitation and in the presence of at least one witness. An abstract of bids shall be recorded and the bids shall be available for public inspection. Bids will be evaluated based upon lowest, responsive, and responsible bidders. Award shall be made as provided in the invitation for bids by written notice to the successful bidder. If equal low bids are received from responsible bidders, award shall be made by drawing lots or similar random method, unless otherwise provided in State or Local law and stated in the invitation for bids. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost or price verifies the reasonableness of the price.
6. Mistakes in Bids:
  - a. Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.
  - b. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the WCDA or fair competition shall be permitted.
7. Contractor Responsibility. The WCDA will assess contractor responsibility prior to awarding contracts. When determining a contractor's ability to perform consideration will be given to financial capability, performance record, and eligible to receive a PHA contract.
8. Bonds: In addition to the other requirements of this Policy, the following apply:
  - a. For construction contracts exceeding \$250,000, contractors shall be required to submit the following, unless otherwise required by State or Local laws or regulations:
    1. A bid bond or guarantee from each bidder equivalent to 5% of the bid price; and
    2. A performance bond for 100% of the contract price; and
    3. A payment bond for 100% of the contract price.

D. Competitive Proposals:

1. Conditions for Use: Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and where conditions are not appropriate for the use of sealed bids. For professional services contracts, the competitive proposal method of solicitation is preferred. An adequate number of qualified sources shall be solicited.
2. Solicitation: The request for proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and sub-factors, including the weight given to each technical factor and sub-factor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria in the request for proposals.
3. Negotiations with Offerors:
  - a. Negotiations or discussions are exchanges (in either competitive or sole source environment) between the WCDA and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These negotiations or discussions may include bargaining.
  - b. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract.
  - c. When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions.
  - d. Discussions are tailored to each offeror's proposal, and shall be conducted by the Contracting Officer with each offeror within the competitive range.
  - e. The primary object of discussions is to maximize the WCDA's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the offeror's potential for award.

- f. The scope and extent of discussions are a matter of the Contracting Officer's judgment. The Contracting Officer may inform an offeror that its price is considered by the WCDA to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that the WCDA's price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price in an attempt to get another offeror to lower their price) is prohibited.
4. Award: After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the WCDA.
5. Architect / Engineer Services: Architect / Engineer services in the excess of the small purchase limitation (or less if required by State or Local law) may be obtained by either the competitive proposals method or qualifications-based selection procedures, unless State law mandates the specific method. Sealed bidding, however, shall not be used to obtain architect / engineer services. Under qualifications-based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services even though architect / engineer firms are potential sources.

#### E. Noncompetitive Proposals

1. Conditions of use: Procurement shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of the contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:
  - a. The item is available only from a single source, based on a good faith review of available sources;
  - b. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the WCDA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency;
  - c. HUD authorizes the use of noncompetitive proposals; or
  - d. After solicitation of a number of sources, competition is determined inadequate.

2. Justification: Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures. The justification shall be approved in writing by the Contracting Officer. The WCDA will submit the proposed non-competitive contracts to HUD for pre-award approval.
3. Price Reasonableness: The reasonableness of the price for all procurement based on noncompetitive proposals shall be determined by performing a cost analysis, as described in paragraph III F3 below.

F. Cost and Price Analysis:

1. General: A cost or price analysis shall be performed for all procurement actions, including contract modifications, and the degree of analysis shall depend on the facts surrounding each procurement. The method of analysis shall be determined as set forth in this section.
2. Submission of Cost or Pricing Information: If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by the WCDA (e.g. when contracting for professional, consulting, or architect/engineer services) the offeror shall be required to submit:
  - a. A cost breakdown showing projected costs and profit;
  - b. Commercial pricing and sales information, sufficient to enable the WCDA to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
  - c. Documentation showing that the offered price is set by law or regulation.
3. Cost Analysis: Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted: a cost analysis shall be performed of the individual cost elements; the WCDA shall have a right to audit the contractor's books and records pertinent to such costs; and profit shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable federal cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing profit, the WCDA shall consider factors such as the complexity and risk of the work involved, the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area for similar work.
4. Price Analysis: A comparison of prices shall be used in all cases other than those described in III F3 above.

G. Cancellation of Solicitations:

1. An invitation for bids, request for proposals, or other solicitation may be canceled before offers are due if: the WCDA no longer requires the supplies, services or construction; the WCDA can no longer reasonable expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.
2. A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the WCDA; prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds or there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the WCDA.
3. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.
4. A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any resolicitation or future procurement of similar items.
5. If all otherwise acceptable bids received in response to an invitation for bids are at unreasonable prices, or only one bid is received and the price is unreasonable, the WCDA shall cancel the solicitation and either:
  - a. Resolicit using a request for proposals; or
  - b. Complete the procurement by using the competitive proposals method, following paragraphs IIID3 and IIID4 above (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method and following paragraph IIIE2 above (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the WCDA's intent to negotiate and each responsible bidder is given a reasonable opportunity to negotiate.

H. Cooperative Purchasing:

1. General: The WCDA may enter into State and Local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The WCDA is encouraged to use Federal and State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

**IV. Contractor Qualifications and Duties**

- A. Procurement shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract, the WCDA shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Nonprocurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (such as other PHAs), and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.
- B. Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) when necessary to protect the WCDA in its business dealings.
- C. Interested businesses shall be given an opportunity to be included on qualified bidder's lists. Any pre-qualified lists of persons, firms, or products which are used in the procurement of supplies and services shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.

## V. Types of Contracts, Clauses, and Contract Administration:

- A. Contract Types: Any type of contract which is appropriate to the procurement and which will promote the best interest of the WCDA may be used, provided that the cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited. All procurement shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the WCDA's needs otherwise, and the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation (FAR), found in 48 CFR Chapter 1). A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at his own risk.
- B. Options: For additional quantities or performance periods may be included in contracts, provided that: (1) the option is contained in the solicitation; (2) the option is a unilateral right of the WCDA; (3) the contract states a limit on the additional quantities and the overall term of the contract; (4) the options are evaluated as part of the initial competition; (5) the contract states the period within which the options may be exercised; (6) the options may be exercised only at the price specified in or reasonably determinable from the contract; and (7) the options may be exercised only if determined to be more advantageous to the WCDA than conducting a new procurement.
- C. Contract Clauses: In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, and Procurement handbook 7460.8 REV 2, and as provided in 2 CFR Appendix II to Part 200, such as the following:
1. Termination for cause or convenience;
  2. Equal Employment Opportunity;
  3. Anti-Kickback Act;
  4. Davis-Bacon Act;
  5. Contract Work Hours and Safety Standards Act, reporting requirements;
  6. Patent rights;
  7. Rights in data;
  8. Examination of records by Comptroller General, retention of records for three years after closeout;

9. Clean air and water;
10. Energy efficiency standards;
11. Bid protests and contract claims;
12. Value engineering;
13. Payment of funds to influence certain Federal transactions; and
14. Section 3 Agreement Clauses.

- D. A contract administration system designed to insure that contractors perform in accordance with their contracts shall be maintained. For cost reimbursement contracts with commercial firms, costs are allowable only to the extent that they are consistent with the cost principles in FAR, Subpart 31.2.

## **VI. Specifications**

- A. General: All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the WCDA's needs. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurement to obtain a more economical purchase (but see VIII below). For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.
- B. The following specification limitations shall be avoided: geographic restrictions not mandated or encouraged by applicable Federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirements; brand name specifications (unless a written determination is made that only the identified item will satisfy the WCDA's needs); brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the WCDA's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

## **VII. Appeals and Remedies**

- A. General: It is the WCDA's policy to resolve, wherever possible, "contractual issues" defined as any contractor's protest against the WCDA, involving the solicitation or award of a contract process, or for any perceived or actual violations of the provisions of the WCDA procurement policy, informally and without litigation. Nothing contained herein shall be construed to preclude litigation, if and when necessary after, reasonable efforts to informally resolve the contractual disputes have been utilized without success.

Disputes involving Federal funds, shall not be referred to HUD or other applicable Federal agency until all administrative remedies have been exhausted at the WCDA level. When appropriate, the WCDA may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the WCDA to review a complaint or protest.

- B. Bid Protests: Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.
- C. Contract Claims: All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to a higher level in the WCDA, such as the Executive Director and then to the Board of Commissioners.

## **VIII. Assistance to Small and Other Businesses:**

- A. Required Efforts:
1. Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the WCDA shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of a WCDA project are used when possible. Such efforts shall include, but shall not be limited to:
    - a. Including such firms, when qualified, on solicitation mailing lists;

- b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
  - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
  - f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR 135;
  - g. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in A1.a. through A1.f.above.
2. Goals may be established by the WCDA periodically for participation by small businesses, minority-owned businesses, women's business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the area of the project, in the WCDA's prime contracts and subcontracting opportunities.
  3. To enhance the economic opportunities available to public housing residents, solicitations may be limited only to businesses owned in substantial part by residents (resident-owned businesses). The total value of contracts awarded under this alternative process may not exceed \$1,000,000 for any one resident-owned business.

B. Definitions:

1. A small business is defined as a business which is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the WCDA determines that their use is inappropriate.
2. A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.

3. A women's business enterprise is defined as business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.
4. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.
5. A business concern located in the area of the project, is defined as an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the project is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

## **IX. Ethics in Public Contracting**

- A. General: The WCDA and contractors doing business with the WCDA shall adhere to all applicable Federal, State and local conflict of interest laws, rules and regulations.
- B. Conflict of Interest: No employee, officer or agent of this WCDA shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:
  1. An employee, officer or agent involved in making the award;
  2. His/Her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
  3. His/Her partner; or,
  4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.
- C. Gratuities, Favors, Kickbacks, and Use of Confidential Information: WCDA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

- D. Prohibition Against Contingent Fees: Contractors shall not retain a person to solicit or secure a WCDA contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

**X. Retention of Records**

- A. The WCDA must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:
  - 1. Rationale for the method of procurement (if not self-evident);
  - 2. Rationale on contract pricing arrangement (also if not self evident);
  - 3. Reason for accepting or rejecting bids or offers;
  - 4. Basis for contract price (as prescribed in this handbook);
  - 5. A copy of the contract documents awarded or issued and signed by the Contracting Officer;
  - 6. Basis for contract modifications; and
  - 7. Related contract administration actions.
- B. Records are to be retained for a period of three years after the final payment and all matters pertaining to the contract are closed.

# RESOLUTION NUMBER 26-003

## 2026 Capital Fund Program Assistance Grant # WI39P03150126

WHEREAS, the Wausau Community Development Authority operates a Public Housing Program within the City of Wausau; and

WHEREAS, the Wausau Community Development Authority (WI031) and the United States Department of Housing and Urban Development (HUD) entered into a Consolidated Annual Contributions Contract (ACC) Number C-642; and

WHEREAS, the Wausau Community Development Authority has been awarded **\$108,322** in Capital Fund Program (CFP) assistance, for the purpose of assisting them in carrying out capital and management activities at existing public housing developments and to ensure that such developments continue to be available to serve low-income families.

NOW, THEREFORE, BE IT RESOLVED that the Wausau Community Development Authority Commission acknowledges and accepts this assistance for Fiscal Year 2025 referred to under Capital Fund Grant Number WI39P03150125.

BE IT FURTHER RESOLVED that ACC Number C-642 is amended and the capital and management activities shall be carried out in accordance with all HUD regulations and other requirements applicable to the Capital Fund Program.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

Approved Date \_\_\_\_\_

\_\_\_\_\_  
Sarah Napgezok  
Chairperson

\_\_\_\_\_  
Randy Fifrck  
Director

2026 Capital Fund

OMB Approval No. 2577-0303 (exp. 10/31/2026)

Capital Fund Program (CFP) Amendment

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

to Consolidated Annual Contributions Contract Terms and Conditions (HUD-53012)

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0303. There is no personal information contained in this application. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when disclosure is not required. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Whereas, (Public Housing Authority) Wausau Community Development Authority WI031 (herein called the "PHA") and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into an Annual Contributions Contract ACC(s) Numbers(s) (On File) dated (On File)

Whereas, in accordance with Public Law No: 119-75;

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. When HUD provides additional amounts, it will notify the PHA and those amended grants will be subject to these terms and conditions.

\$ 108,322.00 for Fiscal Year 2026 to be referred to under the Capital Fund Grant Number WI39P03150126 PHA Tax Identification Number (TIN): On File UEI Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number On File

Now Therefore, the ACC is amended as follows:

- 1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for capital and management activities of PHA projects. This CFP Amendment is a part of the ACC.
2. The PHA must carry out all capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in accordance with section 9(g)(2) of the Act.
3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.
4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization schedule will be made directly to a designated trustee within 3 days of the due date. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.
5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.
6. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. Provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.
7. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.

- 8. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s). (mark one): Yes [ ] No [x]
9. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.
10. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For total conversion of public housing projects, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.
11. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure time period. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must have a recorded and effective Declaration(s) of Trust on all property funded with Capital Fund grants (all types) or HUD will exercise all available remedies including recapture of grant funding.
12. Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:
1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.
13. This grant may be subject to the requirements of the Build America Buy, America Act (BABA) which was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (Public Law 117-58), unless waived by the Department: refer to HUD's BABA webpage for further information (https://www.hud.gov/program\_offices/general\_counsel/build\_america\_buy\_america)
14. This grant is subject to Executive Order 14218, Ending Taxpayer Subsidization of Open Borders and applicable law. HUD will take steps to ensure that Federal resources are not used to support "sanctuary" policies of State and local jurisdictions that actively prevent federal authorities from deporting illegal aliens.

The parties have executed this CFP Amendment, and it will be effective on the date HUD signs below.

Table with 2 columns: U.S. Dept of HUD and PHA (Executive Director or authorized agent). Rows include By, Title, and Date for both parties.

# RESOLUTION NO 26-004

## Public Housing Program

### ADMISSIONS & CONTINUED OCCUPANCY POLICY (ACOP)

WHEREAS, the Wausau Community Development Authority (WCDA) operates a Public Housing Program within the City of Wausau; and

WHEREAS, the ACOP is applicable to the operation and administration of the WCDA's Public Housing Program; and

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

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

WHEREAS, WCDA staff has recommended changes specific to policy and administrative guidance, as well as changes to references and citations, all complying with federal regulation;

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

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

Approved Date \_\_\_\_\_

\_\_\_\_\_  
Sarah Napgezek  
Chairperson

\_\_\_\_\_  
Randy Fifrick  
Director

## **ACOP Revisions Effective 3/1/2026**

The most recent ACOP revisions involved many working and language changes mostly pertaining to Housing Opportunity Through Modernization Act (HOTMA) as well as corrections and changes to references, citations, and additions to the glossary. The changes more specific to policy and administrative guidance are detailed below.

### **Chapter 2 – Fair Housing and Equal Opportunity**

#### **2-I-A: Overview:**

Enforcement of the Equal Access to the Housing in HUD Program Regardless of Sexual Orientation or Gender Identity Final Rule has been halted.

#### **2.I.C: Discrimination Complaints:**

Removal of Complaints under the Equal Access Final Rule [Notice PIH 2104-20]

### **Part III: LIMITED ENGLISH PROFICIENT (LEP) PERSONS:**

Updated PHA policy to become compliant with OAG memo 7/14/25 and Executive Order 14224 declaring English as the official language of the United States.

#### 2-III.A. Overview [OAG Memo 7/14/25 and Executive Order 14224]

##### PHA Policy:

PHA oral and written communications with families will generally be conducted in English. For applicants and participants who may require language assistance, the PHA will encourage families to bring an advocate, family member, friend, or other adult representative to assist in communications. The PHA will also utilize available resources such as bilingual staff, community volunteer resources, responsible use of artificial intelligence technology, and/or machine translation to assist families with communication.

Removed sections 2.III.C. Written Translation, and 2.III.D. Implementation Plan

### **Chapter 3 – Eligibility**

Added section 3-II.B: Occupancy by Over Income Families [24 CFR 960.503] wording.

##### PHA Policy:

The PHA does not admit any non-income-eligible families.

#### **3-II.C: Citizenship or Eligible Immigration Status:**

Updated verbiage under U.S. Citizens and Nationals to state family members who declare citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

### **3-III.B: Required Denial of Admission:**

Updated PHA policy to match HUD guidance on use of arrest records .

Added PHA policy to indicate the following:

#### PHA Policy:

If any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine in any location, not just federally assisted housing, the family will be denied admission.

## **Chapter 4 – Applications, Waiting List and Tenant Selection**

### **4.I.C: Accessibility of the Application Process:**

Removal of Limited English Proficiency verbiage

### **4-II.F: Updating the Waiting List and 4.III.C Notification of Selection:**

Updated PHA policy

#### PHA Policy:

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 15 business days to respond from the date the letter was re-sent. If the family fails to respond within this time frame, the family will be removed from the waiting list without further notice.

### **4-III.D: Eligibility Determination Process:**

Updated title from The Application Interview to Eligibility Determination Process.

Updated PHA policy:

#### PHA Policy:

Interviews will be conducted in English. For applicants who may require language assistance, the PHA will encourage families to bring an advocate, family member, friend, or other adult representative to assist in communications. **The PHA will also utilize available resources such as bilingual staff, community volunteer resources, responsible use of artificial intelligence technology, and/or machine translation to assist families with communication.**

## **Chapter 6.A – Income and Rent Determinations**

### **6.I.G: Periodic Payments – Retirement Accounts:**

Updated CFR to [24 CFR 5.609(b)(26) as updated for HOTMA – Any distribution of periodic payments from retirement account is included in annual income at the time they are received by the family.

### **6.I.N: Periodic and Determinable Allowances:**

Updated PHA Policy under Alimony and Child Support to state that regular alimony and child support payments will be counted as income unless the family can verify that payments are not being received. If no payments or lump sums were received in the past three months, the PHA will not include them in annual income. If payments are received, the PHA will average the amount received over the last six months, excluding lump sums. Any lump-sum payments received in the past six months will only be counted if the PHA determines similar payments are likely to continue.

### **6.II.E: Disability Assistance Expenses Deduction:**

HUD clarifies information about eligible auxiliary apparatus and eligible attendant care. These may include costs for wheelchairs, ramps, vehicle adaptations, guide dogs or other assistance animals, and special equipment that helps individuals who are blind, have low vision, are deaf, or hard of hearing perform daily activities such as reading, typing, or hearing more effectively.

HUD updated its policy to clarify that eligible attendant care expenses may include services that help individuals with disabilities perform daily living activities such as cleaning, bathing, laundry, and cooking. Attendant care may be provided full-time or during occasional periods throughout the day.

## **Chapter 6.B – Income and Rent Determinations under HOTMA 102/104**

### **6.I.E: Earned Income Disallowance:**

Removed policy language regarding the Earned Income Disallowance as this is fully complete.

### **6.III.B:**

Dependent allowance increases to \$500

### **6.III.C:**

Elderly or disabled allowance increases to \$550

### **6.III.E: Disability Assistance Expenses Deduction:**

The updated PHA policy states that expenses for maintaining or repairing eligible auxiliary apparatus are allowable if they support a person with disabilities. For specially adapted equipment, such as vehicles or computers, only the cost of maintaining the disability-related adaptations is eligible, not the general maintenance of the equipment itself. The policy also includes costs related to service animals, including purchase, veterinary care, food, grooming, and ongoing care expenses.

## **Chapter 7.A – Verification**

**7.I.A: Family Consent to Release of Information [24 CFR 960.259, 24 CFR 5.230; and Notice PIH 2023-27; and HOTMAquestions@HUD.gov response 9/15/25]:**

The updated PHA policy states that adult household members, other than the head of household, may sign consent forms allowing their EIV income information to be shared with the head of household. Refusing to sign this consent form alone will not result in denial or termination of assistance. However, if a family revokes consent for the PHA to access financial records, the PHA may deny admission or terminate assistance. Families must submit revocation requests in writing, and the PHA must respond within 10 business days explaining the consequences and notifying the local HUD office.

#### **7.II.G: Citizenship or Eligible Immigration Status:**

Updated HUD guidance, including the use of the Systematic Alien Verification for Entitlements (SAVE) when applicable.

#### **7.III.E: Assets and Income from Assets:**

The updated PHA policy states that families may self-certify assets disposed of for less than fair market value. The PHA will only require additional verification if it does not already have a reasonable estimate of the asset's value or if the amount reported by the family appears incorrect or inconsistent.

#### **7.III.J: Student Financial Assistance [24 CFR 5.609(b)(9)]:**

The updated PHA policy states that the PHA will request written third-party verification of both the source and amount of student financial assistance, including documents from the student's educational institution and any other funding sources. The PHA may also verify tuition, books, supplies, room and board, and other required expenses unless the student only receives assistance under Title IV of the Higher Education Act. If third-party verification cannot be obtained, the PHA will use other acceptable verification methods according to its verification hierarchy.

#### **7.I.D: Verification Hierarchy:**

Updates for inflationary adjustments from \$51,600 in 2025 to \$52,787 for 2026

### **Chapter 13 – Lease Terminations**

The Over-Income Limits for 2026 were updated.

#### **13.III.B: Mandatory Lease Provisions [24 CFR 966.4(I)(5)]:**

Removal of language stating a record or records of arrest will not be used as the sole basis for the termination or proof that the participation engaged in disqualifying criminal activity.

#### **13-III.F: Terminations related to Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**

Updated additional VAWA protections against termination – Additionally, property damage and noise complaints due to abuse cannot be used as the basis for eviction

### **Chapter 14 – Grievances and Appeals**

**14-I.B: Informal Hearing Process:**

Updated the policy to state that informal and grievance hearings will be conducted in English, but the PHA will provide communication assistance for individuals with disabilities or those needing language support through responsible use of artificial intelligence, staff interpreters, or machine translation. Families may also bring an advocate, family member, friend, or other adult representative to help with communication during hearings. The policy also removes previous language specifically referencing Limited English Proficiency (LEP).

# **S.C. Koegler Consulting, LLC**

3834 S. Griffin Ave

Milwaukee, WI 53207

Phone: 414-379-1862

scott@sckoeglerconsulting.com

www.sckoeglerconsulting.com

EIN: 33-3937546

## **Proposal and Agreement for Consulting Services**

**S.C. Koegler Consulting, LLC, an independent contractor, (“Consultant” or “I”)**

and

**Wausau Community Development Authority (“Client” or “WCDA”)**

### ***Scope of Services – Comprehensive Relocation Options Plan***

S.C. Koegler Consulting, LLC will provide the Wausau Community Development Authority (WCDA) with a comprehensive plan for the repositioning of its Public Housing Portfolio and an assessment of potential future subsidized low-income housing development opportunities.

I will prepare a written report identifying all available options for transitioning WCDA's Public Housing Portfolio to the HUD Section 8 Low-Income Housing program. The report will outline the available repositioning strategies for the Public Housing Portfolio. For each option, the report will include a detailed assessment of strengths and weaknesses, potential impacts on future subsidized low-income housing development, and considerations affecting both current and future residents.

The report will provide recommendations on the optimal repositioning strategy or strategies, along with the rationale supporting each recommendation. A revenue evaluation will be included for each option and recommendation. The financial projections are intended solely to support WCDA's decision-making and do not constitute a financial pro forma or financial projection suitable for development or financing purposes.

The report will include a section outlining available options for the development of additional subsidized low-income housing that may be available due to repositioning the Public Housing portfolio. The housing development section will provide a description of each of the development options that may be available including basic information on the process for each option. This report is not intended to be a development plan, only to provide WCDA and their board with sufficient information to evaluate the options for future subsidized low-income housing development using Public Housing funds and available Faircloth Authority.

Deliverables include a written report and an in-person presentation to the WCDA Board and staff.

This Scope of Services does not include the preparation or submission of repositioning applications to HUD. Those services are available under a separate contract with the Consultant. As a benefit of engaging the Consultant for this repositioning plan, WCDA will receive a 10% discount on fees associated with any subsequent repositioning application contract based on recommendations in the repositioning plan.

### ***Consulting Fees***

- Total Fee: \$8,000
- Initial Payment: \$4,000 at proposal acceptance
- Final Payment: \$4,000 upon delivery of final report

Travel expenses (lodging, meals and milage) are not included in the quoted fee. Travel costs will be invoiced separately on the final invoice at the conclusion of the contract and calculated using the applicable GSA Per Diem rates, available at: <https://www.gsa.gov/travel>. Consultant will be responsible for all other expenses incurred while performing services under this Agreement.

Consultant shall be paid by a check sent to the Consultant's principal place of business or by other mutually agreed form of payment. All invoices will be due and payable within thirty (30) days from date of invoice. Client agrees to pay Consultant an additional 1.5% per month interest charge on the amount owed or the legally allowable maximum for amounts past due.

### ***Term of Agreement***

This Agreement is effective on the date Client accepts and signs the Proposal. The agreement will terminate on the earliest of: Completion of scope of services or the date either party terminates the Agreement as provided below.

### ***Terminating the Agreement***

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice, or immediately for cause upon a material breach of the terms of this Agreement by the other party.

The initial payment to the Consultant is non-refundable in the event of termination by the Client for convenience. If the Agreement is terminated by the Consultant for convenience, or by the Client due to the Consultant's material breach, one-half (1/2) of the initial payment shall be refunded to the Client.

Upon termination by the Client for convenience, the Client shall also compensate the Consultant for any services performed beyond those covered by the initial payment, at a rate of \$125.00 per hour. The Consultant will provide an itemized statement documenting the hours of services performed under this Agreement in excess of the initial payment.

### ***Modifying the Agreement***

Parties agree that modifications to the Scope of Services may occur during the term of this Agreement. The parties will make a good faith effort to agree on all necessary modifications. Such agreements will be put in writing, signed by the parties, and added to this Agreement.

### ***Resolving Disputes***

This Agreement shall be governed by the laws of the State of Wisconsin. Any disputes arising under this Agreement shall be first resolved through good faith negotiations. The parties agree to resolve the dispute with the help of a mutually agreed-upon mediator in the State of Wisconsin if good faith negotiations between the parties are unsuccessful. Any costs and fees other than attorneys' fees associated with the mediation will be shared equally by the parties.

If mediation is unsuccessful, any legal action arising under this Agreement shall be brought exclusively in a court of competent jurisdiction located in Milwaukee County, Wisconsin, and the parties' consent to such jurisdiction and venue.

***Independent Contractor Status***

Consultant shall perform all services included in this Agreement as an independent contractor and not as an employee, agent, or representative of the Client. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf. Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Neither Consultant nor contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Client. Consultant will pay all income taxes and FICA (Social Security and Medicare) taxes incurred while performing services under this Agreement.

***Insurance***

Consultant shall maintain appropriate professional liability and general liability insurance during the term of this Agreement and shall provide proof to the Client upon request.

***Non-Public Information and Intellectual Property***

Consultant shall maintain in strict confidence all non-public information received in connection with performance under this Agreement. Non-public information shall not be disclosed to any third party without prior written consent of the Client, except as disclosure is required by law.

Consultant represents that it owns or holds a license to use and sublicense various materials in existence before the start date of this Agreement ("Consultant's Materials"). Consultant may, at its option, include Consultant's Materials in the work performed under this Agreement. Consultant grants to the Client a royalty-free nonexclusive license to use anything created or developed by Consultant for the Client under this Agreement ("Contract Property"). The license will have a perpetual term, and Client may not transfer or sell it. Consultant will retain all copyrights, patent rights, and other intellectual property rights to the Contract Property and Consultant's Materials.

***Limited Liability***

Consultant's pricing reflects the allocation of risk and limitation of liability specified below. Consultant's total liability to the Client under this Agreement for damages, costs, and expenses will not exceed \$10,000 or the compensation received by Consultant under this Agreement, whichever is less. However, Consultant will remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Consultant or Consultant's employees or agents while on Client's premises to the extent such actions or omissions were not caused by the Client. Neither party to this agreement will be liable for the other's lost profits or special, incidental, or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages. Neither party shall be liable for indirect, incidental, consequential, or punitive damages, except in cases of willful misconduct or fraud. Each party shall be responsible for its own negligence or intentional misconduct in connection with performance under this Agreement and shall indemnify and hold harmless the other party from any third-party claims arising from such conduct.

***No Attorney-Client Relationship***

Consultant is not acting as legal counsel. Nothing in this Agreement or in any advisory services shall create an attorney-client relationship, a fiduciary relationship, or a legal representation relationship. The Client is advised to consult their own legal counsel regarding legal interpretations or matters requiring legal advice.

***Standard of Care***

Consultant shall perform services in a professional manner consistent with the standard of care ordinarily exercised by professionals providing HUD compliance advisory services under similar circumstances. Consultant does not guarantee regulatory outcomes from Federal or State agencies with oversight over the relevant programs.

***Exclusive Agreement***

This Agreement (including any attached exhibits) is the entire Agreement between Consultant and the Client.

By signing below Client is accepting the proposal for services by Consultant. Acceptance of this proposal constitutes an Agreement for Consulting Services and begins the Agreement term as of the date of Client signature.

**S.C. Koegler Consulting, LLC**

By: *Scott C. Koegler*

Scott C. Koegler  
Principal

Date: March 16, 2026

**Acceptance of Proposal**

**Wausau Community Development Authority**

By: \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Electronic or Digital Signatures**

This Agreement may be signed by electronic or digital signature.

### 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	99%	100%	100%	284
June				
July				
August				
September				
October				
November				
December				