

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



OFFICIAL NOTICE AND AGENDA

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

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

Meeting of the:	COMMUNITY DEVELOPMENT AUTHORITY BOARD OF THE CITY OF WAUSAU
Date/Time:	Monday, November 13, 2023 at 12:00 pm
Location:	550 E Thomas Street, Wausau, Wisconsin 54403
Members:	Sarah Napgezok (C), David Welles, John Wagman, Patrick Gosz, Carol Lukens, Chad Henke, Rachael Hass

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

1. Call the Meeting to Order
2. Approval of Minutes from 09/26/2023
3. Discussion and Possible Action on Request of North Central Health Care (NCHC) for approval to assign the NCHC Lease with the CDA office space to Opportunity, Inc.
4. Discussion and Possible Action Regarding Termination or Assignment of Courtesy Patrol Agreement between NCHC and CDA for Riverview Terrace
5. **CLOSED SESSION:** Pursant to s. 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, relating to request from NCHC to assign its lease with the Community Development Authority for office space to Opportunity, Inc. and assign or terminate its Courtesy Patrol Agreement with the Community Development Authority
6. **RECONVENE** into open session to take action on open session items, if necessary

Adjournment

Sarah Napgezok, Chair

This Notice was posted at City Hall and emailed to the Media on Friday, November 10, 2023 at 9:30 am. Questions regarding this agenda may be directed to Liz Brodek, Community Development Director at 715-261-6685

Any person wishing to offer public comment who does not appear in person to do so, may e-mail Juli Birkenmeier at juli.birkenmeier@ci.wausau.wi.us with "Community Development Authority Board Meeting Public Comment" in the subject line a minimum of 2 hours prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The message related to agenda items received prior to the meeting will be provided to the Chair.

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

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

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

COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

09/26/2023

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

MEMBERS ABSENT: David Welles, Carol Lukens, Rachael Hass

OTHERS PRESENT: Liz Brodek, Juli Birkenmeier, Tammy King

(1) Call Meeting to Order

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

(2) Approval of Minutes from 08/22/2023

Wagman made a motion to approve the minutes from 08/22/23. Henke seconded. Motion was approved unanimously.

(3) Discussion and Possible Action on Proposal Received for the Project-Based Vouchers – Housing Choice Voucher (HCV) Program

Birkenmeier stated an RFP for project-based vouchers was issued on July 13, 2023, with proposals due by August 18, 2023. She noted one proposal was submitted by Gorman & Company for use at their Low-Income Housing Tax Credit (LIHTC) property, The Landmark Wausau apartments. Birkenmeier explained the proposal was reviewed and scored by the evaluation panel. She gave a brief overview of the proposal which was provided to the board noting Gorman is requesting 19 project-based vouchers to be utilized for their 30% and lower units. Birkenmeier explained that the tax credit unit mix consists of 30% CMI, 50% CMI and 60% CMI. She proposed the board approve the use of eight project-based vouchers for this project with the option to add more at a future date. Napgezok asked how the project was scored and if there were any issues. Birkenmeier stated that they had some questions on the RFP that were clarified by Gorman. Birkenmeier scored the proposal at 98, Noel scored 95 and Brodek scored 80. She stated the basis for the scoring was accessibility and services, financials, management experience and income-mixing.

Wagman asked how many vouchers we had available. Birkenmeier stated that we have the availability to allocate up to 20% of our ACC vouchers which would be approximately 120. Wagman also asked on the time frame Gorman would be able to utilize these vouchers. Birkenmeier stated the Housing Assistance Payment (HAP) contract would be for 20-year term beginning in 2024. Birkenmeier sought board approval for the current proposal received by Gorman & Company for eight project-based vouchers utilized at The Landmark Wausau apartments. She furthered if approved staff would proceed with the next steps in the process. Henke made a motion to approve the proposal received by Gorman & Company for eight project-based vouchers. Wagman seconded. Motion was approved unanimously.

(4) Discussion and Possible Approval of 2024 Fair Market Rents and Payment Standards – HCV Program

Birkenmeier introduced Tammy King, Community Services Analyst, who reviewed the 2024 Fair Market Rents and Payment Standards for the Housing Choice Voucher (HCV) Program and explained that they are reviewed on an annual basis to maintain program compliance. She stated that although payment standards must remain within 90-110% of the published Fair Market Rents, a PHA may adjust them to better assist families with finding suitable housing and to align with the current rental market. She reported that all bedroom sizes were updated for 2024. Wagman made a motion to approve the 2024 fair market rents and payment standards. Henke seconded. Motion was approved unanimously.

(5) Discussion and Possible Approval of 2024 Flat Rents, Utility Allowances and Passbook Rates – Public Housing Program

Birkenmeier, explained that HUD requires the CDA to annually review the Public Housing flat rents, utility allowances, and passbook rate. King stated that the calculations used for the flat rents and utility allowances are based on HUD guidance and information gathered from Wisconsin Public Service. King indicated that the three-bedroom utility allowances at 1901 Bopf Street and the three-bedroom utility allowance in the single family/duplexes were adjusted with no other changes to the utility allowance for 2024. Birkenmeier furthered that these two amounts are different due to the types of utilities paid at these properties. King went on to explain that the flat rents for all bedroom sizes were adjusted due to the Fair Market Rents increasing. Birkenmeier noted that each public housing household is offered the option of paying a flat rent or income-based rent at new admission and at each annual re-certification to allow families to become more self-sufficient and eventually move out and purchase homes of their own. King went on to explain that the passbook rate was reviewed, and we are still within HUD guidelines. Gosz made a motion to approve the 2024 flat rents, utility allowances and passbook rates. Wagman seconded. Motion was approved unanimously.

(6) Discussion and Possible Action on Resolution #23-005 – Annual PHA Plan for Fiscal Year 2024

Birkenmeier explained that HUD requires a PHA Plan be submitted on an annual basis, which includes updates on PHA policies, projects, finances, and capital fund grants. She reported that the resident advisory board met, and a Public Hearing were held to review and receive comments on the Plan and sought board approval to submit the Annual PHA Plan to HUD. Henke moved to approve Resolution #23-005. Wagman seconded the motion. Motion carried on a roll call vote 4-0.

(7) Operational Issues and Current Activities

Occupancy Overview - Birkenmeier reported 100% occupancy at Riverview Towers, 100% at Riverview Terrace and 97% at the Scattered Sites. Staff is currently administering 306 Housing Choice Vouchers.

HOME Monitoring Close Out -1901 Bopf Street - Birkenmeier reported that the State of Wisconsin Department of Administration recently completed a monitoring of our HOME units at 1901 Bopf Street. She mentioned that this monitoring is typically conducted every year and consist of a physical inspection of the unit as well as a file review. A 20-year monitoring period was required of the property due to HOME funds utilized to build this project. Birkenmeier noted that we have fulfilled our monitoring period. The Bopf Street units will no longer be considered HOME units and will be treated the same as our other Public Housing units. Wagman asked if we record a satisfaction of completion of monitoring that would need to be done now that we have met our monitoring requirements. Birkenmeier stated that she was unsure and that she would check on that.

CDA Staffing Update - Birkenmeier stated that Betty Noel had retired, and she was promoted to her position as Assistant Director. Birkenmeier furthered that Tammy King was promoted to the Community Services Analyst position and we will be hiring for the Occupancy Specialist position.

Adjournment

Respectfully Submitted,

Sarah Napgezok
Chairperson



North Central Health Care

Person centered. Outcome focused.

November 1, 2023

City of Wausau Community Development Authority
550 East Thomas St.
Wausau, WI 54403

Dear City of Wausau Community Development Authority:

This letter is to notify you that North Central Health Care (NCHC) intends to transfer its CBRF, ADS, and Supportive Apartment operations (“Operations”) to Opportunity Inc. At present, Opportunity Inc. is serving as a management entity for NCHC’s Operations until Opportunity Inc. obtains the necessary licenses and/or certifications to assume ownership of the CBRF operations.

The transfer of operations will also impact NCHC lease for certain office and kitchen space at 550 East Thomas St. and 500 Grand Ave. locations which enable it to deliver meals and other 24/7 care services to CDA’s residents. Additionally, NCHC is also providing Courtesy Patrol Services at Riverview Terrace. Although the Courtesy Patrol Agreement does not have a prohibition on assignment, and this service can be transferred to Opportunity Inc. without restriction, the office space lease does contain a prohibition on assignment and subletting without the written approval of both parties. Accordingly, NCHC is asking the CDA to approve assignment of the lease in order to ensure continuity of services to CDA’s residents. Although at this time the timing of the transfer is entirely dependent on DHS approval of Opportunity Inc.’s licenses, we are requesting that CDA approves the assignment as soon as possible in order to minimize any potential interruption to services for CDA’s residents.

Please contact me if you have any questions or concerns regarding this request to consent to assignment of the lease agreement between NCHC and the CDA. Thank you.

Sincerely,

Gary D. Olsen
Executive Director

www.norcen.org

Wausau Campus
2400 Marshall Street, Suite A
Wausau, Wisconsin 54403
715.848.4600

Antigo Center
1225 Langlade Road
Antigo, Wisconsin 54409
715.627.6694

Merrill Center
607 N. Sales Street, Suite 309
Merrill, Wisconsin 54452
715.536.9482

Mount View Care Center
2400 Marshall Street, Suite B
Wausau, Wisconsin 54403
715.848.4300

LEASE

THIS LEASE AGREEMENT is entered into between the Community Development Authority of the City of Wausau, Marathon County, Wisconsin (CDA) and North Central Health Care, a three county Human Services provider organized under Wisconsin Statute 51.42 (NCHC), on the following terms:

1. Leased Premises. CDA leases to NCHC and NCHC leases from CDA, the following premises owned by CDA:
 - At 550 East Thomas Street, Wausau, Wisconsin, and more particularly described as follows: ("Leased Premises")
 - The 24 hour, exclusive use of Office #106 (or like office space agreed to by the parties) with at least 168 square feet of space (serving residents of Riverview Towers)
 - The 24 hour, non-exclusive use of the CDA staff restrooms
 - The 24 hour non-exclusive use of the CDA staff breakroom, which includes use of refrigerator, microwave, storage cabinet, sink, soap, and hand towels
 - The non-exclusive use of the Boardroom as needed, for client meetings
 - At 500 Grand Avenue, Wausau, Wisconsin (Riverview Towers)
 - The 24 hour non-exclusive use of the commercial kitchen, which includes use of a dishwasher (not including dishwasher chemicals, etc.), refrigerator, freezer, stove, oven

This lease does not provide for, or include, on-site parking for NCHC staff
2. Term and Termination. The term of this lease shall be for a period of three (3) years commencing January 1, 2023 and ending December 31, 2025. The Lease Agreement may be terminated as follows:
 - a. By mutual agreement of the parties.
 - b. By either party upon 30 days prior written notice to the other in the event the other party fails or refuses to abide by the conditions under this Lease Agreement, however, that in that event failure to abide can be remedied within thirty (30) days after such notice is given, such notice shall be null and void if the failure is remedied within said period.
 - c. Upon notification of either party upon 180 days prior written notice.
 - d. Upon the effective date of the applicable notice of termination, this Lease Agreement shall be and become of no further force and effect whatsoever and each of the parties hereto shall be relieved and discharged from and further obligations except as otherwise provided herein.
3. Rent. Acknowledging the 24 hour exclusive use of the office space, and 24 hour non-exclusive use of the board room, staff restrooms and breakroom and commercial kitchen serving Riverview Towers, NCHC agrees to pay to the CDA, monthly rent in the sum of \$ 540.00, commencing January 1, 2023, and on the first day of each successive month of the lease term.
4. Use. NCHC shall limit occupancy of the Leased Premises to NCHC staff for the purpose of assisting their clients residing at Riverview Towers, with the exception of the use of the Boardroom for client meetings.
5. Inspection and Default. The premises shall at all reasonable times be open for inspection by agents of CDA. In the event of any default CDA shall provide NCHC, by written notice, a demand to cure default, explaining the nature and extent of the default. NCHC shall cure said default within thirty (30) days after receipt of said notice. In case the default is not cured within thirty (30) days, this agreement may be terminated and CDA may pursue

whatever remedy is authorized pursuant to state, local and federal laws.

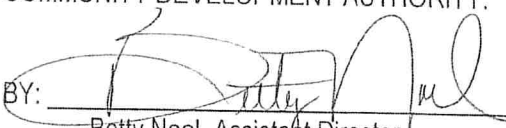
6. Maintenance. CDA shall be responsible for maintaining all structural elements and mechanical systems of the property affecting the Leased Premises (including but not limited to repairs to and replacement of electrical, plumbing, heating and air conditioning systems), structural components, and painting. NCHC shall be responsible for any damage caused to the Leased Premises by NCHC staff.
7. Utilities. CDA shall be responsible for providing at its cost utility services to office #106. CDA shall pay when due all utility charges, including gas and electric.
8. Subletting. Neither party shall assign this agreement without the written prior approval of both parties.
9. Insurance. NCHC shall carry fire and extend insurance coverage on its own property located on the premises. . CDA shall carry fire and extend coverage as it believes necessary on the Leased Premises.
10. Compliance. NCHC agrees to comply with all federal, state and local regulations, statutes, codes, laws and ordinances which apply to NCHC's use of the Leased Premises to specifically include but not be limited to the following:
 - a. Title VI of the Civil Rights Act of 1965, which prohibits discrimination of the grounds of race, color or national origin in loan programs and activities (recipients) receiving federal financial assistance and further fair housing.
 - b. Federal Executive Order 11246, which requires nondiscrimination in employment for federally- assisted contracts and assures that contractors are fully informed of affirmative action requirements.
 - c. Section 504 of the Rehabilitation Act of 1973 and the Federal Age Discrimination Act of 1975, as amended.
11. Indemnification. NCHC, during the term of this lease, shall indemnify, defend, and hold harmless the CDA from and against any and all claims and damages, whether for injuries to persons or loss of life, or damage to property occurring within and upon the premises and arising out of the use and occupancy of the premises by the NCHC.
12. Condition of Premises upon Surrender. At the expiration of this lease, NCHC will surrender the premises in as good condition as when received, normal wear, tear and damage expected.
13. Entire Agreement. This lease contains the entire agreement between CDA and NCHC with respect to the transactions set forth and there are no other terms, conditions, promises, undertakings, statements or representations between the parties.
14. Amendment. This lease may be amended at any time in writing by the parties' authorized representatives. Any amendment shall be attached to the duplicate originals of this lease.
15. Notices. Any notice provided for by this lease shall be deemed given when delivered or mailed to either party at

their principal business address.

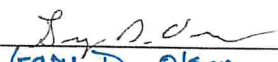
IN WITNESS WHEREOF, this agreement has been duly

Executed this 3 day of January, 2023.

CITY OF WAUSAU
COMMUNITY DEVELOPMENT AUTHORITY:

BY: 
Betty Noel, Assistant Director

NORTH CENTRAL HEALTH CARE:

BY: 
Gary D. Olsen

TITLE: Executive Director

COURTESY PATROL AGREEMENT FOR RIVERVIEW TERRACE

This Agreement is entered into between the Wausau Community Development Authority (WCDA) of the City of Wausau and North Central Health Care (NCHC), reflecting an effective date of January 1, 2023, and remaining in effect until a termination notice is given by either party.

In an effort to maintain a quality inventory of housing stock and achieve smoothly operated residential developments within our elderly and disabled housing inventory, the WCDA has established Courtesy Patrol positions.

Courtesy Patrols, acting as stewards of service for the WCDA residents, have the responsibility for monitoring our facility at 540 E Thomas Street, Wausau. Courtesy Patrols are not considered employees of the WCDA, nor the City of Wausau, and are not intended to serve as policy makers. Work shall be performed in accordance with established routines and procedures, requiring use of independent judgment in determining hazards and ensuring that proper staff are contacted so that corrective action is taken when determined necessary.

WORKING HOURS

Courtesy Patrol daily on-duty hours are:

3:30 pm Friday to 7:00 am Monday
3:30 pm Monday to 7:00 am Tuesday
3:30 pm Tuesday to 7:00 am Wednesday
3:30 pm Wednesday to 7:00 am Thursday
3:30 pm Thursday to 7:00 am Friday
This work schedule also includes holidays.

JOB DESCRIPTION

Courtesy Patrols are representatives of the WCDA and therefore required to present themselves in a professional manner with regard to appropriate and clean attire, daily grooming, personal hygiene, and overall appearance.

Duties are primarily designed to monitor building conditions and activities in an effort to prevent unsafe conditions and circumstances of our residents. Courtesy Patrol personnel are neither responsible for, nor expected to undertake, regular administrative or maintenance functions of any kind.

Duties include, but are not limited to, the following:

Building Inspection

- All entry doors of the apartment building shall remain locked at all times. A review of the entire building shall be undertaken between the hours of 8:00-9:00 pm daily.

Any circumstances or conditions which are thought to be unusual or extraordinary shall be noted and reported to the Assistant Director, City of Wausau Police or Fire Department as necessary.

Regular Tasks

- Check main lobby area, other entrance areas, laundry rooms, storage, and public restrooms.
- Be courteous and maintain contact with building residents to receive communications on issues or complaints relative to the building and or operation. All information shall be forwarded to the Assistant Director, Community Services Analyst, or other office personnel as appropriate.
- Respond promptly to all emergencies such as: alarms, telephone calls, and any resident asking for assistance. Courtesy Patrol personnel are required to take appropriate action, when required. Appropriate action does not include distributing or administering medication, or lifting residents, in any way, into bed, vehicles, wheelchairs or other apparatus, or transporting residents. No personal care of any kind is required under tasks or functions.
- Be on heightened alert during weather emergencies by following proper procedures in the event of fire and tornado watches/warnings. Salt and sand shall be applied to all entries to the building in the event snow and ice conditions become hazardous when maintenance personnel are not on site.
- A written report of every incident is expected to be delivered to the WCDA office by 10:00 a.m. on the next working day. In addition, work orders shall be reported so the WCDA can initiate a maintenance request.

SAFETY

Courtesy Patrols will comply with all safety rules and direction from WCDA personnel. If uncertain or unsure of policies or regulations, Courtesy Patrol personnel shall ask the Assistant Director or Community Services Analyst for clarification.

Courtesy Patrols are to immediately report any unsafe condition or unsafe equipment observed.

All of the above items constitute an outline of what items are currently considered important but not necessarily considered a complete list.

COMPENSATION

Compensation for performing Courtesy Patrol duties at Riverview Terrace shall be in the form of free monthly rent for exclusive use of an agreed-upon office space within Riverview Terrace. NCHC shall limit use of the said office space to NCHC staff for the purpose of assisting their clients residing at Riverview Terrace. NCHC staff may also have non-exclusive use the Riverview Terrace kitchen for staff lunch/dinner breaks, with the understanding that staff provide their own supplies and equipment, leaving the area clean and tidy.

There are no benefits such as salaries, wages, tips, health insurance, vacation, or parking privileges related to any aspect of this Courtesy Patrol arrangement.

INDEMNIFICATION

NCHC, during the term of this agreement, shall indemnify, defend and hold harmless the WCDA from and against any and all claims and damages, whether for injuries to persons or loss of life, or damage to property occurring within and upon the premises and arising out of the use or occupancy of the premises by NCHC.

Wausau Community Development Authority shall have the right to; hire, assign, retain, and terminate Courtesy Patrols; establish and enforce policies and to determine work schedules; offer necessary training to maintain the efficiency of building operations; introduce new or improved methods for facilities; and to change the methods, means, and personnel by which any facilities are to be

operated; to take whatever action is necessary to carry out the function of the WCDA in situations of emergency; and to take whatever action is necessary to comply with state or federal law.

SEPARATION

In the event North Central Health Care staff can no longer provide Courtesy Patrol duties or wishes to terminate this arrangement, the occupied office space must be surrendered, upon termination, in good condition as when received, with normal wear and tear expected.

If NCHC wishes to terminate this arrangement, a forty five (45) day written notice prior to the end of the month for which it is effective shall be submitted in writing to the WCDA Assistant Director. A forty five (45) day written notice from the WCDA Assistant Director shall be given to NCHC if Courtesy Patrol services are no longer needed.

In case of any building emergency, Courtesy Patrol persons shall contact the Answering Service number listed below and the after-hours answering service will contact the Wausau Community Development Authority staff:

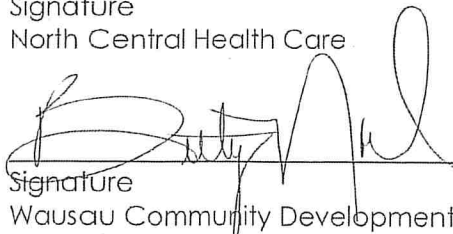
**AFTER-HOURS ANSWERING SERVICE
(715) 848-8423**

ACCEPTANCE OF AGREEMENT: The above job description, position expectations and contract details are understood and hereby accepted.



Signature
North Central Health Care

2/22/23
Date



Signature
Wausau Community Development Authority

01-04-2023
Date