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: Tuesday, March 26, 2019 at 12:00 pm
Location: 407 Grant Street, Wausau, Wisconsin 54403 - 2nd Floor Board Room
Members: Andy Witt, Sarah Napgezek, David Welles, Gary Gisselman, Robert Reinertson, Tom Neal, Rachael Hass

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

1. Call the Meeting to Order
2. Public Comment
3. Approval of Minutes from 2/26/2019
   Discussion and Possible Approval of AECOM Amendment #11 Authorizing Capping/Paving/Closure Activities for Kraft Cleaners
4. Discussion and Possible Action on the Sale of 2102 N Second Stret
5. Operational Issues & Current Activities
   CDA Audits
   Occupancy Overview
   Redevelopment Committee Meetings

Andy Witt - Committee Chair

This Notice was posted at City Hall and emailed to the Daily Herald newsroom on Wednesday, March 20, 2019 @ 2:30 pm. Questions regarding this agenda may be directed to Christian Schock, Community Development Director, 715-261-6683.

In accordance with the requirements of Title II of the Americans with Disabilities Act (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 Christian Schock at (715)261-6683 or e-mail Christian.schock@ci.wausau.wi.us or the City's ADA Coordinator at (715)261-6620 or e-mail clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

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.

Distribution List: City Website, City Hall, Media, Committee Members, etc.
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 - ADDENDUM
Date/Time: Tuesday, March 26, 2019 at 12:00 pm
Location: 407 Grant Street, Wausau, Wisconsin 54403 - 2nd Floor Board Room
Members: Andy Witt, Sarah Napgezek, David Welles, Gary Gisselman, Robert Reinertson, Tom Neal, Rachael Hass

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)
Discussion and Potential Action on Letter of Interest from NCHC on a Potential Partnership for Operation of Riverview Terrace

Andy Witt - Committee Chair
This Notice was posted at City Hall and emailed to the media on Friday, March 22, 2019. Questions regarding this agenda may be directed to Christian Schock, Community Development Director, 715-261-6683.

In accordance with the requirements of Title II of the Americans with Disabilities Act (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 Christian Schock at (715)261-6683 or e-mail Christian.schock@ci.wausau.wi.us or the City's ADA Coordinator at (715)261-6620 or e-mail clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

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Distribution List: City Website, City Hall, Media, Committee Members
COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

02/26/19

MEMBERS PRESENT:  Andy Witt, Gary Gisselman, Rachael Hass, Robert Reinertson, David Welles, Sarah Napgezek, Tom Neal

MEMBERS ABSENT:  

OTHERS PRESENT:  Juli Birkenmeier, Tammy King, Christian Schock, Kevin Fabel

(1) Call Meeting to Order
Meeting was called to order at 12:04 pm at 550 E Thomas Street, Wausau, Wisconsin.

(2) Public Comment
None

(3) Approval of Minutes from 1/22/19
Neal made a motion to approve the minutes from 1/22/19. Hass seconded. Motion was approved unanimously.

(4) Evaluation and Selection of One of Four Capping/Paving Options for 303-305 S Second Avenue – Former Kraft Cleaners Site
Fabel reviewed four capping options for 303-305 S Second Avenue, and included the price and area scope for each. He reported that Option 1 is the DNR’s minimum requirement for the site which requires a 2” cap over an approximate 950 sq yd area. He furthered that Option 2 requires a 3” cap over the same area. Fabel then explained Options 3 and 4, which require a 2” and 3” cap, respectively, covering a larger 1,600 sq yd area. He reiterated that there would be no DERF reimbursement available for any of the capping options. For informational purposes, he said a 3” cap would be more durable for parking lot traffic if that was the intended use. Schock said he believes the property will be used for parking, however a formal RFP has not yet been completed or issued. Neal asked if it would be possible to install a 2” cap now and an additional 1” at a later date. Fabel said that although it is possible, it would involve additional consulting fees as well as DNR approval. Gisselman asked if there is any paving currently in place. Schock said there is some partial paving and Fabel furthered that the existing pavement does not meet the barrier requirement. Neal made a motion to approve capping Option 4 for 303-305 S Second Avenue. Reinertson Seconded. Fabel stated that AECOM will provide an amendment for board approval at the March meeting. Motion was approved unanimously.

(5) Finance Committee Report
Witt provided his Chair report from the February 15, 2019, Finance Committee meeting and reviewed the WCDA’s investment sheet as of December 31, 2018. He reported that there were no changes to note.

Witt reviewed the Capital Fund Program (CFP) grant summary stating that the 2017 grant has a remaining obligation and disbursement balance of $172,700. He furthered that Noel anticipates obligating $100,000 for a concrete repair project at several of the scattered sites properties. Witt then reviewed the 2018 grant balance of $69,203 with no activity to date. He noted that Noel also anticipates using CFP funds for a 2019 roofing project at some of the scattered sites. Witt
confirmed that the obligation and disbursement deadlines for both grants are being met and are in full compliance.

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

Witt gave an update on the Live It Up loan program noting that the WCDA has aided nearly 20 homebuyers, providing $158,000 in downpayment assistance thus far.

Witt noted that the 2018 Riverview Towers audit resulted in a clean opinion and said the WCDA’s single audit is scheduled for April 8-11. Clifton Larson Allen will present both audits to the full board at future meeting.

(6) Discussion and Possible Action on Partnership Opportunities with North Central Health Care
Schock stated that North Central Health Care is working on a proposal and exploring a partnership with Riverview Terrace. He believes this would encompass NCHC overseeing the management of the facility. He will include it on next month’s agenda when he anticipates having more information.

(7) Operational Issues and Current Activities
Occupancy Overview – Birkenmeier reported 97% occupancy at Riverview Towers, 86% at Riverview Terrace and 97% at the Scattered Sites. She noted that a postcard mailing has been generated to help boost applications for Riverview Terrace.

2019 Capital Improvement Projects – Birkenmeier gave an overview of the WCDA’s 2019 capital improvement projects. Riverview Terrace will undergo approximately $176,000 in scheduled improvements, which will include boiler and chiller replacements, as well as an upgrade to the nurse paging system. She said the concrete and roof replacement project planned for several of the scattered sites will cost approximately $140,000.

Update on Disposition of 2102 N Second Street – Schock said he has had continued discussion with Bridge Community Clinic relative to a formal proposal to purchase the property at 2102 N. Second Street. He noted that Bridge Community has partnered with an engineering firm to develop a plan, however he had no other update to report.

(8) Adjournment
Meeting adjourned.

Respectfully Submitted,

Andy Witt
Chairperson
March 19, 2019

Christian Schock, Director
Wausau Community Development Authority
407 Grant Street
Wausau, WI 54403

Subject: Amendment No. 11 to Proposal for Environmental Services
Asphalt Pavement Cap Installation
Former Kraft Cleaners
303-305 South 2nd Avenue, Wausau, Wisconsin
WDNR BRRTS No. 02-37-000294
AECOM Project No. 60299959

Dear Mr. Schock:

AECOM Technical Services, Inc. (AECOM), is submitting this Amendment to install an asphalt pavement cap over an area of residual tetrachloroethene (PCE) contaminated soil contamination at the Former Kraft Cleaners site. On February 19, 2019, AECOM provided the Wausau Community Development Authority (WCDA) with a tabulated summary of estimated cost information for four pavement cap options. Subsequently, the WCDA informed AECOM that Option No. 4 was selected for the site, which includes placing a 3-inch thick layer of asphalt pavement over the PCE contaminated soil area and two parking lot extensions adjoining the east and west sides of the site. A site plan is enclosed showing the proposed areas for the pavement cap and parking lot extensions totaling approximately 1,600 square yards.

The purpose of the pavement cap is to provide an impervious barrier over the residual PCE contaminated soil exceeding the NR 720 Residual Contaminant Level for the soil-to-groundwater pathway (RCL-gw) to achieve regulatory case closure. Monitoring wells and soil vapor extraction (SVE) wells located within and adjacent to the work area will be properly abandoned before paving begins. Services covered by this Amendment are not eligible for reimbursement from Wisconsin’s Dry Cleaner Environmental Repair Program (DERP) fund.

Background
Soil: AECOM has performed the following remedial actions at the Former Kraft Cleaners site to address PCE source soil contamination exceeding NR 720 RCLs:

- Soil vapor extraction (SVE) from June 2014 to November 2017
- Limited “hot spot” excavation in October 2018

Laboratory results for confirmation samples collected from post-remediation soil borings and “hot spot” excavations indicated that residual PCE in the source area ranged from 39.2 µg/kg to 2,680 µg/kg after completion of the remedial actions. Consequently, residual PCE continues to exceed the NR 720 RCL-gw (4.5 µg/kg), but is below the NR 720 direct-contact RCL (33,000 µg/kg) for non-industrial sites. Residual PCE soil exceeding the NR 72 RCL-gw remains within an area of approximately 950 square yards (8,550 square feet), mostly at depths of 8 feet or less below ground surface. No further soil remediation is planned or proposed.

Groundwater: AECOM completed 8 rounds of groundwater natural attenuation monitoring during the period May 2016 through June 2018. Laboratory results indicated that PCE levels in groundwater beneath the source area were relatively stable, ranging between 50.7 µg/L and 176 µg/L; however, PCE levels continued to exceed the NR 140 Enforcement Standard (ES) of 5 µg/L. Overall, PCE levels in groundwater have declined by an order of magnitude from the highest detected concentration of 2,420 µg/L (September 5, 2006), indicating that natural attenuation has been
effectively reducing contaminant levels. No further groundwater monitoring for natural attenuation is planned or proposed.

**Vapor:** Laboratory results for sub-slab confirmation vapor intrusion samples collected by AECOM from buildings immediately surrounding the PCE source area in February 2019 were below Wisconsin Vapor Risk Screening Levels (VSRLs). Consequently, the vapor mitigation system located inside the apartment building at 113 Callon Street has been shut off. The risk of further vapor intrusion to the building at 113 Callon Street and other nearby buildings from the residual PCE source soil and groundwater has been significantly reduced, if not entirely eliminated. A second and final set of sub-slab confirmation vapor intrusion samples is scheduled to be collected in June 2019.

**Scope of Services**
Additions to the Scope of Services include the following:

1. **Asphalt Pavement Cap and Adjoining Parking Lots**

   **A. Pre-Field Activities and Coordination**
   1) Retain a subcontractor (SGS Environmental Contracting, LLC) to do the following:
      - Locate and protect underground utilities within the planned work area
      - Abandon monitoring wells and SVE wells located within and adjacent to the work area
      - Prepare the site for paving
      - Provide and place an asphalt pavement cap over the residual PCE contaminated soil and two adjoining parking areas (see attached site plan)
   2) Update the project-specific Safe Work Plan/Task Hazard Analysis (SWP/THA) for toxic/hazardous materials to include the Scope of Services described in this Amendment, which shall apply to all AECOM personnel admitted to work on the project site.
   3) Notify the owners of buildings located immediately adjacent to the work area in writing, by United States Mail, to inform them of the fieldwork schedule and planned activities, and to coordinate site access.

   **B. Well Abandonment, Site Preparation and Asphalt Pavement Cap Placement**
   1) Abandon up to five monitoring wells, one piezometer and seven SVE wells located within and adjacent to the work area in accordance with the requirements of Chapter NR 141, Wis. Admin. Code. Document each well abandonment on DNR Form 3300-005.
   2) Measure and mark the limits of asphalt pavement cap area and adjoining parking lot extensions (i.e., work area).
   3) Saw cut, excavate and remove existing asphalt pavement overlying the work area (up to 1,600 square yards). The existing concrete floor slab from the former dry cleaners building lying within the West Parking Lot Extension will be left in place (see site plan). Load, transport and dispose of pavement rubble at a regional recycling facility.
4) Place, grade, water, and compact approximately 6 inches of aggregate base course material over the work area (up to 1,600 square yards).

5) Pave the work area with WisDOT/WAPA Spec. Type LT 58-28 S asphalt mix, or equivalent material suitable for parking lot use, compacted to an average thickness of 3 inches (up to 1,600 square yards). Slope the pavement to drain to a storm sewer inlet located near the center of the site (see site plan).

6) Perform periodic oversight to document and photograph the site and work at various stages of completion.

C. Reporting

1) Prepare a letter report which documents the well abandonments and pavement cap placement for submittal to the WCDA. The report will include:

- A brief description of the work performed
- Copies of completed well abandonment forms
- Photographs of the site taken during various stages of completion
- A site plan showing the “as-built” limits of the pavement cap

Assumptions
This Amendment is subject to the following assumptions:

1. The City of Wausau will identify municipal underground utility locations not covered by Diggers’ Hotline. Location marking for such utilities will be provided at no cost to AECOM.

2. The monitoring wells, piezometer and SVE wells abandoned within and adjacent to the work area will not be replaced.

3. The work does not include the removal, transportation or off-site disposal of PCE contaminated soil.

4. The subcontractor estimates the pavement cap installation, including removal of existing pavement, grading and new asphalt pavement placement, can be completed within a 10-business day timeframe. Accordingly, AECOM field staff will make up to 5 site visits of approximately 2 hours per visit to periodically monitor and document the pavement cap progress. Changes in the scope of work, estimated quantities, or identification of unforeseen conditions during pavement cap installation may result in increases in the subcontractor fees and require additional on-site oversight and/or project coordination time by AECOM. Justification for an increase in fees will be discussed with the WCDA in advance before incurring additional costs associated with a changed condition. It is understood that AECOM has prepared this amendment as a time and materials agreement and the estimated fees described herein are not considered to be based on a not-to-exceed fee.

5. Site paving will be performed by American Asphalt of Wisconsin (American Asphalt) as a subcontractor to SGS Environmental Contracting LLC. Use of American Asphalt for site paving is contingent on their acceptance of certain terms and conditions specified by AECOM related to their performance of the work. In the unlikely event that replacement of the paving contractor is necessary for any reason, additional costs may be incurred. Justification for an increase in fees and/or options for procurement of a suitable replacement paving contractor will be discussed with the WCDA in advance before incurring additional costs.
Schedule
The anticipated schedule for tasks covered by this Amendment is as follows:

1. Well Abandonments and Pavement Cap Placement  
   Summer 2019

2. Letter Report Documenting Work  
   Summer/Fall 2019

Cost Estimate and Authorization to Proceed
AECOM will perform the services described above on a time-and-material basis, in accordance with the general conditions and commercial terms approved under our proposal, dated January 11, 2013. Estimated consulting costs for tasks covered by this Amendment are based on hourly labor rates provided in the enclosed Customer Billing Rate Schedule, effective January 1, 2019.

Our total fee for these services shall not exceed the following:

Initial Proposal (January 11, 2013) $76,633.00 (approved May 3, 2013)
Amendment No. 1 (January 17, 2014) $16,446.00 (approved February 6, 2014)
Amendment No. 2 (May 5, 2014) $31,850.00 (approved May 13, 2014)
Amendment No. 3 (July 10, 2014) $29,985.00 (approved July 18, 2014)
Amendment No. 4 (November 14, 2014) $90,445.00 (approved November 20, 2014)
Amendment No. 5 (February 13, 2015) $66,523.00 (approved February 16, 2015)
Amendment No. 6 (December 10, 2015) $104,234.00 (approved December 16, 2015)
Amendment No. 7 (March 3, 2016) $9,317.00 (approved March 22, 2016)
Amendment No. 8 (November 15, 2016) $12,586.00 (approved November 22, 2016)
Amendment No. 9 (July 21, 2017) $42,900.00 (approved July 25, 2017)
Amendment No. 10 (September 7, 2018) $59,000.00 (approved September 11, 2018)
Amendment No. 11 (March 19, 2019) $78,000.00 (proposed)

Revised Estimated Contract Price $617,919.00

For informational purposes, the estimated fee for Amendment No. 11 is broken down as follows:

- Consulting Services $16,500.00
- Subcontract Services $61,500.00

If additional services are required, which would cause our fee to be greater than the estimate, we will obtain your prior authorization before proceeding.

The Wausau Community Development Authority can authorize AECOM to proceed with the work described in this proposal by signing and returning the enclosed Authorization to Proceed form at your earliest convenience.
Please contact Kyle Wagoner at (715) 342-3038 or Dave Senfelds at (715) 342-3039 if you have any questions or need further assistance.

Sincerely,

AECOM Technical Services, Inc.

Kyle W. Wagoner, P.G., CHMM
Project Manager

Kevin L. Brehm, P.E.
Associate Vice President,
Central Midwest Environmental Business Unit
AECOM Technical Services, Inc.

Enclosures:  Authorization to Proceed
Customer Billing Rate Schedule
Asphalt Pavement Cap Site Plan

c/encl:  Kevin Fabel, Environmental Coordinator, City of Wausau (electronic only)

p:\60299959\100-contract\110 contracts\wausau cda amendment #11\wausau_cda_amend_#11_kww.docx
Authorization to Proceed

I hereby authorize AECOM Technical Services, Inc. (AECOM) to proceed with the scope of work for the Former Kraft Cleaners site for the Wausau Community Development Authority as described in AECOM’s Amendment No. 11 dated March 19, 2019, with a budget authorization of $78,000.00 in accordance with the previously approved general conditions and commercial terms attached to our initial proposal, dated January 11, 2013, and Customer Billing Rate Schedule, effective January 1, 2019.

_________________________  __________________________
Signature                                             Date

_________________________
Print Name

_________________________
Title/Organization

I agree to accept invoices from AECOM via email and not postal mail:

☐ Yes

_________________________
Signature:

_________________________
Email address:

_________________________
Recipient Mr./Ms.:

Return to:

Name: Kyle Wagoner
Address: 200 Indiana Avenue, Stevens Point, WI 54481
Fax: (715) 341-7390
Phone: (715) 342-3038
BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

<table>
<thead>
<tr>
<th>Title/Staff Category</th>
<th>Rate/Hour</th>
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<tbody>
<tr>
<td>Clerical</td>
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<tr>
<td>Survey</td>
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<tr>
<td>CAD/Drafting</td>
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<td>Consultant II</td>
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<tr>
<td>Senior Consultant</td>
<td>$160</td>
</tr>
<tr>
<td>Principal</td>
<td>$175</td>
</tr>
</tbody>
</table>

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates to the extent employee works more than 40 hours per week for Client.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

RETAINER - AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all non-labor costs and expenses incurred by AECOM directly attributable to the performance of Services. Other Direct Costs include, but are not limited to, subcontracts, materials, shipping charges, travel expenses, special fees, permits, document production, special insurance and licenses, outside computer time, and miscellaneous costs. Other Direct Costs will be billed at actual cost unless specified differently below. Travel using personal vehicles (i.e., mileage) will be billed in accordance with current Federal Acquisition Regulation (FAR) approved rates, which are subject to revision in accordance with FAR directives. Per diem costs for meals and incidental expenses will be billed in accordance with Federal Per Diem Rates. All other internal/general office expenses (telephone, facsimile, etc.) are included in overhead and will not be billed separately unless indicated otherwise in the Proposal.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.
Occupancy Overview
March 26, 2019

Riverview Towers (149)
- 3 vacancies
- 97% Occupancy
- 1 scheduled move in on 4/1/19

Riverview Terrace (36)
- 4 vacancies
- 88% Occupancy
- 1 scheduled move in on 4/1/19

Scattered Sites (46)
- 1 vacancy
- 97% Occupancy

Housing Choice Voucher (254)
March 22, 2019

Wausau Community Development Authority  
Riverview Terrace Assisted Living  
540 East Thomas Street  
Wausau, WI 54403

RE: Partnership Residential Care Apartment Complex (RCAC) Opportunity between North Central Health Care (NCHC) and Wausau Community Development Authority (WCDA)

Dear WDCA Authority Board Members,

North Central Health Care is providing this Letter of Interest to enter into negotiations for a potential partnership with the WCDA on the operation of Riverview Terrace. We understand the scope of our partnership could be varied. At a minimum, any partnership would require NCHC to provide personal and supportive services that meet or exceed the requirements set for an RCAC in accordance with the State of Wisconsin Department of Health Services, Chapter DHS 89. We believe we are uniquely qualified and positioned to partner with the WCDA in this and potentially other aspects.

Our interest in a partnership is connected to NCHC’s goals of enriching our continuum of care to offer diverse long-term care and housing options. With the NCHC Campus Renovations commencing this year, we are seeking strong partnerships for post-acute care referral and as a result of a general market driven downsizing of traditional long-term beds on our campus. To move forward, NCHC will need to have access to certain information and staff knowledge necessary to fully evaluate any potential partnership.

Therefore, based on initial mutual interest and perceived benefits, by endorsement of this letter, the WCDA and NCHC confirm our mutual interest to further negotiate an agreement to establish a potential partnership between our two organizations for the operations of Riverview Terrace. Any such agreement would not be binding unless approved jointly by the WCDA and NCHC Boards. By signing this letter, the WCDA further agrees not to solicit or negotiate any other offer or partnership of the Riverview Terrace property, offering NCHC an exclusive right to negotiate for a period of one-hundred and eighty (180) days from the date of the Letter of Interest.

On behalf of NCHC: 

On behalf of the WCDA:

[Signature] 3.22.2019

[Signature] Date