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.

COMMUNITY DEVELOPMENT AUTHORITY BOARD OF THE CITY OF WAUSAU
Tuesday, September 24, 2019 at 12:00 pm
550 E Thomas Street, Wausau, Wisconsin 54403

Andy Witt (C), 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 8/27/2019
4. Discussion and Possible Action on the Acquisition of the Ponderosa Motel Property from Marathon County - 2101 Grand Avenue, Wausau
5. CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: For the Acquisition of the Ponderosa Motel Property from Marathon County - 2101 Grand Avenue, Wausau
6. Reconvene into Open Session to Take Action on Closed Session Item, if Necessary
7. Discussion and Possible Action on Authorizing the Sub-Recipient Agreement with the City of Wausau for the Ponderosa Motel Property - 2101 Grand Avenue, Wausau
8. Discussion and Possible Action on Resolution 19-007 - Authorization to Purchase 2101 Grand Avenue, Wausau, Wisconsin
9. Discussion and Possible Action on Resolution 19-008 - Five Year PHA Plan for Fiscal Years 2020 - 2024
10. Operational Issues & Current Activities
   Occupancy Overview
   NCHC Update - Riverview Terrace Assisted Living

Adjournment

Andy Witt, Chair

This Notice was posted at City Hall and emailed to Media Monday, September 16, 2019 @ 8:30 am.

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.

Other Distribution: City Website, Alderpersons, Board Members, Mayor
COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

08/27/19

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

MEMBERS ABSENT:

OTHERS PRESENT: Christian Schock, Betty Noel, Juli Birkenmeier, Brian Kowalski, City Pages, Megan Stringer, Wausau Daily Herald, Pat Peckham, Alderman District 1, Wendi Boehnen, Nonprofit Arise Bakery, Mike Leischner, WSAU Radio

(1) Call Meeting to Order
Meeting was called to order at 12:03 pm at 550 E Thomas Street, Wausau, Wisconsin.

(2) Public Comment
None

(3) Approval of Minutes from 6/25/19
Reinertson made a motion to approve the minutes from 6/25/19. Hass seconded. Motion was approved unanimously.

(4) Introduction of CDA Staff
This agenda item was tabled for a future meeting.

(9) Discussion and Possible Action on the Acquisition of the Ponderosa Motel Property from Marathon County – 2101 Grand Avenue, Wausau
Schock stated that the WCDA’s redevelopment committee previously discussed the blighted property at 2101 Grand Avenue and considered it to be an advantageous acquisition for the WCDA. He reviewed the agreement of sale prepared by Scott Corbett, Marathon County Corporate Counsel. The negotiated acquisition price of $52,567.12 is comprised of the 2012-2018 unpaid property taxes/special assessments and the costs associated with the Phase I and Phase II environmental assessments and property appraisal. Schock stated that when the property is eventually sold, any proceeds in excess of the purchase price would be split between the County and the WCDA. Witt asked if reference to the City of Wausau within the agreement would be changed to the WCDA. Schock confirmed that the agreement would be changed accordingly. He furthered that once the WCDA obtains ownership of the property, an RFP process for property redevelopment will begin. Schock said that Community Development Block Grant (CDBG) funds would be used for both acquisition and demolition of the property. Gisselman reiterated that the RFP would be for the vacant lot, post demolition, and questioned its potential use. Schock explained that the property could be used for affordable housing or as commercial property and reported that there has already been expressed interest. Gisselman asked if it could be used as a potential site for adding to the WCDA’s low income housing inventory. Schock confirmed that to be a viable option. Reinertson expressed concern that commissioners were not provided the environmental assessments completed on the property. Schock explained that Marathon County had completed Phase I and II environmental assessments and the reports had been reviewed by CDD staff. Reinertson, Welles and Napgezek expressed interest in reviewing both environmental assessments and any supporting documentation before proceeding with acquisition efforts. Napgezek also requested for a defined map of the property. Schock stated that he would forward the requested environmental assessments to the full board for review prior to the next meeting.
(10) CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: for the Acquisition of the Ponderosa Motel Property from Marathon County - 2101 Grand Avenue, Wausau
No action taken on this agenda item as it was not necessary to go into closed session.

(11) RECONVENE into Open Session to take action on Closed Session item, if necessary
No action required on this agenda item.

(12) Discussion and Possible Action on Authorizing the Sub-Recipient Agreement with the City of Wausau for the Ponderosa Motel Property – 2101 Grand Avenue, Wausau
Schock explained that the agreement contains standard HUD language relative to using CDBG funds. He furthered that the agreement explains the appropriate uses for the property such as job creation, affordable housing and businesses for low-to-moderate income individuals. Schock stated that if the WCDA does not fulfill the agreement requirements, the CDBG funds used for the acquisition will need to be repaid to the CDD at the appraisal value. Schock confirmed that $100,000 would be sufficient to cover the acquisition and demolition costs. Napgezek asked if there is a time frame or deadline for redevelopment. Schock stated that there is no time restriction associated with repurposing the property.

(5) Consideration and Possible Action on Resolution # 19-004 Administrative Plan Update – HCV Program and Riverview Towers, LLC
Noel explained that the WCDA is required to secure Board approval on revisions made to the Administrative Plan, which is applicable to the operation of its Section 8 Housing Choice Voucher Program, Riverview Terrace, and Riverview Towers LLC. Noel gave a brief overview of the updates and reiterated that the WCDA subscribes to policy update services from Nan McKay & Associates to ensure that all policies remain consistent, current and compliant with HUD regulations. She sought board approval to submit the Administrative Plan revision to HUD’s Milwaukee Field Office for retention in their files. Neal moved to approve Resolution 19-004. Napgezek seconded. Motion carried on a roll call vote 7-0.

(6) Consideration and Possible Action on Resolution # 19-005 Admissions and Continued Occupancy Policy (ACOP) Update – Scattered Sites
Noel explained that the WCDA is also required to have Board approval for any revisions made to the Admissions and Continued Occupancy Policy (ACOP), which is applicable to the operation of its Public Housing Program. Noel reviewed the revised sections and sought board approval to submit the revised ACOP to HUD’s Milwaukee Field Office for retention in their files. Welles moved to approve Resolution 19-005. Hass seconded. Motion carried on a roll call vote 7-0.

(7) Finance Committee Report
Witt provided his Chair report from the August 21, 2019, Finance Committee meeting and reviewed the WCDA’s investment sheet as of June 30, 2019. He reported that there were no changes and all accounts are earning a consistent 2.49% interest rate.

Witt reviewed the Capital Fund Program (CFP) grant summary stating that although the 2017 grant reflects a remaining obligation balance of $26,092, Noel did meet the August 15, 2019, obligation deadline by reallocating the remaining funds to three additional roof replacements at the scattered sites properties. He noted that those funds were originally intended for a concrete repair project but were reallocated when, due to a lack of bidding interest, the WCDA was forced to postpone that project to 2020. Witt then reviewed the 2018 grant of $69,203 and the 2019 grant of $71,905 reporting no activity to date. Witt concluded stating that the obligation and expenditure deadlines for all three grants are in full compliance.
Witt gave an overview of the Live-It-Up Wausau program stating that the WCDA’s pledged loan contribution of $250,000 has been fully disbursed and reported that, to date, the WCDA has received approximately $3,900 in loan repayments. Witt reiterated that the WCDA agreed to accept a $100,000 forgivable loan from the Judd S. Alexander Foundation and confirmed receipt of those funds, which are now available to program participants.

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

Witt reported that the finance committee reviewed an August 2019 Procurement Policy update which incorporates changes allowed by HUD’s Office of Management and Budget. He reported that the revision allows for the WCDA’s micro purchase threshold to increase from $2,000 to $10,000 and the small purchase threshold to increase from $100,000 to $250,000. He furthered that staff also attended recent training to ensure procurement policy compliance. Witt stated that the committee recommends approval of the August 2019 Procurement Policy revision to the full board.

(8) Consideration and Possible Action on Resolution #19-006 Procurement Policy Revision
Noel gave a brief overview of highlighted revisions made to the WCDA’s Procurement Policy. She explained that a policy update was prompted by statutory changes made to the micro-purchase and the simplified acquisition thresholds for financial assistance. Noel said the increased thresholds will streamline the WCDA’s purchasing processes and allow maximum flexibility for grant recipients. Welles made a motion to approved Resolution #19-006 Procurement Policy Revision. Napgezek seconded. Motion carried on a roll call vote 7-0.

(13) Operational Issues and Current Activities
Occupancy Overview – Noel reported 99% occupancy at Riverview Towers, 89% at Riverview Terrace and 96% at the Scattered Sites.

Capital Improvement Projects Update – Noel provided an update on the 2019 capital improvement projects stating that the Riverview Terrace boiler and chiller replacement was completed in early August. She reported that the scattered sites roof replacements are progressing and expects project completion in late October. Noel reiterated that the scattered site concrete repair project has been delayed until next year.

RVT LLC Management Agreement Renewal – Noel reported that National Equity Fund (NEF) has agreed to a renewal of the Management Agreement for Riverview Towers, LLC. She said the term of the Agreement extension shall be for a period of three years, commencing on September 1, 2019 and expiring on August 31, 2022.

Adjournment

Respectfully Submitted,

Andy Witt
Chairperson
DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning. THIS MAP IS NOT TO BE USED FOR NAVIGATION.
AGREEMENT

FOR THE PRIVATE SALE OF TAX DELINQUENT LAND
BETWEEN MARATHON COUNTY AND THE CITY OF WAUSAU

AGREEMENT is made this _________ day of ____________, 2019, by and between Marathon County and the City of Wausau, a municipal unit of government within Marathon County, pursuant to Sec. 75.365, Wis. Stats., and Sec. 3.20(8)(a)(b) of the General Code of Ordinances of Marathon County, permits counties and other municipalities to enter into agreement for the private sale of tax delinquent land by the county to other municipalities under terms and conditions approved by their governing bodies.

Former Ponderosa Property

Description of Tax Delinquent Property:

CITY OF WAUSAU

2101 GRAND AVENUE, WAUSAU, WI 54403

PT OF LOTS 1, 2 & 3 BLK 9

DESD AS PCL (1) OF CSM VOL

39-52 (9629) .410 A

#291-2807-014-0305  #59-274000.009.005.00.00

Unpaid Property Taxes/Special Assessments 2012-2018  $ 43,581.54

Penalty & Interest 2012-2018:  25,005.06

Phase I and II Environmental Site Assessments, Property Appraisal and Restoration Estimate,  8985.58

Cert. mailing and materials to secure building:  428.43

Total:  $ 78,000.61

TERMS OF AGREEMENT:

1. The City of Wausau hereby agrees to purchase the above-described property for the amount of: (43,581.54 + 8985.58) = $52,567.12.

2. Marathon County agrees to forbear charging the City of Wausau penalty and interest and costs of certified mailing and materials to secure the building in the amount of: (25,005.06 + 428.43) = $25,433.49, except as provided below.
3. The City of Wausau agrees to pay for costs of demolition.

4. Marathon County will turn over all results of Phase I and II Environmental Site Assessments, Property Appraisal and Restoration Estimate to the City of Wausau.

5. In the event that subsequent sale of the property yields proceeds exceeding the purchase price ($52,567.12), the remaining balance shall be split 50/50 between Marathon County and the City of Wausau until the amount of the forbearance described above ($25,433.49) is paid in full.

6. Thereafter, if any proceeds of sale are left after Marathon County is paid in full ($78,000.61), the remaining proceeds shall belong to the City of Wausau.

The undersigned parties by their signature attest that they are authorized to enter into this Agreement.

__________________________________________  ___________________ ____________________
THIS SUB-RECIPIENT AGREEMENT, made this ___ day of _____________, 2019, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, with its City Hall located at 407 Grant Street, Wausau, Wisconsin 54403, hereinafter referred to as "CITY," and Wausau Community Development Authority, a governmental unit, with its principal offices at 550 E. Thomas Street, Wausau, Wisconsin 54403, hereinafter referred to as “CDA”.

WITNESSETH:

WHEREAS, CITY has available certain funds received from the U.S. Department of Housing & Urban Development (HUD) for various purposes for the 2019 Community Development Block Grant (CDBG) Program; and

WHEREAS, CDA works with the acquisition and redevelopment of blighted properties located within the City of Wausau’s corporate limits;

WHEREAS, one of the objectives of the 2019 CDBG Program is to eliminate and redevelop blighted properties; and

WHEREAS, CITY is willing to make available up to One Hundred Thousand and No/100 Dollars ($100,000.00) of CDBG funds to CDA for the acquisition, demolition and clean-up of the blighted property located at 2101 Grand Avenue, Wausau; and

WHEREAS, prior to advancing said funds to CDA, the U.S. Department of Housing & Urban Development (HUD) and the City of Wausau desire certain assurances as more fully set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY will grant to CDA, the sum of money not to exceed One Hundred Thousand and No/100 Dollars ($100,000.00) from 2019 Community Development Block Grant Program funds for the purpose of acquisition, demolition and clean-up costs associated with the blighted property located at 2101 Grand Avenue, Wausau, WI.

   This grant shall be for the duration of one (1) year from the date of this agreement, and if at any time within this one-year period CDA does not follow through with the acquisition, demolition and clean-up of 2101 Grand Avenue, Wausau, then CDA will repay the grant in full. The links between objectives and outcomes are: Objective #2 – Decent Housing with Outcome #1 – Accessibility for the purpose of providing Decent Housing or Objective #3 – Economic Opportunities with Outcome #1 - Accessibility for the purpose of creating Economic Opportunities.

   CDA assures the City that after 2101 Grand Avenue, Wausau has been acquired and site cleaned up, the end result of the redevelopment shall provide opportunity to low and moderate
income individuals and families and not less than 51% of beneficiaries shall have incomes at or below the eligible income limits as outlined on Exhibit A.

CDA, with the assistance of the Community Development Department shall implement the acquisition and redevelopment of 2101 Grand Avenue and will report the end result of the redevelopment of this property. Reporting will include beneficiary information including Low/Moderate Income, Ethnicity, and Nationality information detailing all individuals who benefited the project activities. At least 51% of these benefitted by project activities, must be from low to moderate income households.

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

2. The term of this Agreement shall be one (1) year, commencing upon the date of this agreement. CDA – with the assistance from the City of Wausau’s Community Development Department shall ensure compliance with:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the grounds of race, color, or national origin in programs and activities receiving federal financial assistance and furthers fair housing; and the Fair Housing Amendments Act of 1988, which adds prohibition against discrimination in housing on the basis of handicap and familial status.

b. Federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60), which requires non-discrimination in employment for federally assisted contracts and assures that contractors are fully informed of affirmative action requirements.

c. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, which provides, to the extent feasible, that opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas and that contracts for work in connection with such projects be awarded to business concerns which are located in or are owned in substantial part by project area residents.


e. Section 109 of the Housing and Community Development Act of 1974, a non-discrimination clause which states: "No person in the United States shall on the grounds of race, color, national origin or sex be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

f. 2 CFR Part 200, Uniform Administration Requirements, Cost Principals, and Audit Requirements for Federal Awards, Finance Guidance – Subpart D – Post
Federal Award Requirements, which in part, provides that financial management systems operated by recipients of federal assistance shall provide for accurate, current, reliable and complete disclosure of financial and accounting records relating to the use of federal dollars. All records shall identify the source and application of funds for grant-supported activities and accounting records are to be made available for audit(s) at CITY’s direction and at CDA cost to determine the fiscal integrity of financial transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, shall be conducted in a manner so as to provide maximum open and free competition. CDA will give the U. S. Department of Housing & Urban Development (HUD), the Comptroller General, the City of Wausau or any authorized representatives of CITY access to and the right to examine all records, books, papers and documents which relate to the program. Such records shall be maintained for a period covering the term of this Agreement but not less than three (3) years after the property has been redeveloped with the end beneficiary report has been submitted.

**g.** 2 CFR Part 200, Uniform Administration Requirements, Cost Principals, and Audit Requirements for Federal Awards, Finance Guidance – Subpart E – Cost Principals - which establishes principles for determining costs of grants, contracts and other agreements with non-profit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by non-profit organizations. For example, to be allowed under an award, costs must meet general criteria, such as: (1) be reasonable for the performance of the award, (2) be accorded consistent treatment, (3) be determined in accordance with generally accepted accounting principles, and (4) be adequately documented.


**i.** The Conflict of Interest provisions that no person who is an employee, agent, consultant, officer or elected official or appointed official of CITY, except for approved eligible administrative or personnel costs, who exercises or has exercised any functions or responsibility with respect to such funds being provided by CITY or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, shall obtain a personal or financial interest or benefit from the project, or have any interest in a contract, subcontract or agreement with respect thereto, or the proceeds thereof, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
j. Fair Labor Standards Provision which govern responsibilities for workers employed in connection with federally-assisted construction projects. Statutory provisions include:

(1) Davis-Bacon Act (40 U.S.C. 276a-276a-5), which contains minimum wage (basic rate of pay), fringe benefits and wage withholding.

(2) Contract Work Hours and Safety Standards Act (U.S.C. 327-333), provides that work in excess of forty (40) hours per week shall be compensated for at rates of not less than one and one-half (1-1/2) times the basic rate of pay.

(3) Copeland Act (Anti-Kickback Act)(40 U.S.C. 276c), makes it an offense for any person to induce any person employed in the construction or repair of any public work financed in whole or in part by federal loans or grants to give up any part of the compensation to which he or she is entitled under the contract of employment.

(4) Fair Labor Standards Act (29 U.S.C. 102 et seq.1) provides for minimum wages for construction workers, overtime pay, record keeping and child labor standards.

k. Program income, which means gross income received by CDA directly generated from the use of CDBG funds, shall be recorded as part of the financial transaction. Any program income received by CDA shall be retained by CDA for use to continuing a Blight Elimination and Redevelopment Program. Any program income on hand when this Agreement expires shall be immediately paid to CITY. The proposed Blight Elimination and Redevelopment Program, may generate program income.

l. Upon the expiration of this Agreement, CDA shall transfer to CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property that is acquired or improved in whole or in part with CDBG funds shall:

(1) be used to meet one of the National Objectives in 570.901 until five (5) years after expiration of this Agreement or for such longer term as determined to be appropriate by CITY, or

(2) be disposed in a manner that results in CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

m. Drug-Free Work Place. Sub-recipient certifies that it will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.
n. As a general rule, per CFR 24, Part 570.200(j)(3), CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub-recipient from which the CDBG funds are derived that, in connection with the provision of such services. CDA (is) (is not) a faith based organization. If said sub-recipient IS, they agree to the following (initial by each number):

(1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(2) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(3) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in to religious proselytizing, and exert no other religious influence in the provision of such public service.

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

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

5. CDA agrees to indemnify, defend and hold harmless and release the CITY its employees, agents, officers and designees, whether appointed, hired or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, or its employees, agents, officers and designees, whether appointed, hired or elected, as the
result of and/or due to the operations or activities of CDA, or anyone else, undertaken in connection with the operation of their redevelopment program which is the subject of this Agreement and/or as a result of and/or due to the existence of this Agreement; and specifically included within this hold harmless are attorneys’ fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of the CITY's employees, agents, officers and designees whether appointed, hired, or elected.

CDA shall procure and maintain, at its cost and expense, amounts of insurance that may be necessary for proper protection in connection with the operations of the redevelopment of 2101 Grand Avenue, Wausau. Said insurance shall provide for public liability insurance in the sum of at least one million dollars. Proof of said insurance shall be furnished to the City of Wausau within thirty (30) days from date of this Agreement and shall be maintained and in full force and effect during the term of the project.

6. CDA, with the assistance of the Community Development Department shall provide all information and data regarding the operation of the Redevelopment of 2101 Grand Avenue, Wausau, necessary to determine that projected activities are being accomplished and other performance progress is being achieved in regard to furthering the objectives of this Agreement. Such information shall include, but not be limited to, number of families served, total program income received, identification of problems/issues and strategies to resolve such and other information related to operation of the proposed Redevelopment Program.

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

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

   City of Wausau – Tammy Stratz - phone no. 715-261-6682
   Email address: tammy.stratz@ci.wausau.wi.us

   CDA - Betty Noel – phone no. 715-261-6674
   Email address: betty.noel@ci.wausau.wi.us
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF WAUSAU BY:  WAUSAU COMMUNITY DEVELOPMENT AUTHORITY BY:

Robert Mielke, Mayor  Christian Schock, Director of Community Development Authority

Toni Rayala, City Clerk  Andy Witt, Board President
RESOLUTION # 19-007

Wausau Community Development Authority

AUTHORIZATION TO PURCHASE 2101 GRAND AVENUE, WAUSAU, WI

WHEREAS, the Wausau Community Development Authority (WCDA) has an opportunity to acquire a blighted property from Marathon County for redevelopment use at 2101 Grand Avenue, Wausau, Wisconsin; and

WHEREAS, the WCDA’s redevelopment mission is to assist in the proactive redevelopment of problem and challenged properties; and

WHEREAS, the City of Wausau, with the use of Community Development Block Grant funds, operates various programs which address needs relative to economic development, redevelopment, blight elimination and revitalization; and

WHEREAS, this property has been identified as a blighted property of which Marathon County owns through tax deed, and is interested in selling for redevelopment purposes; and

WHEREAS, the Community Development Department has Community Development Block Grant funds budgeted for acquisition, demolition and redevelopment and will partner with the WCDA on the redevelopment of this property; and

WHEREAS, the WCDA has approved an agreement with the City of Wausau to utilize Community Development Block Grant Funds for the acquisition and demolition of 2101 Grand Avenue, Wausau, Wisconsin for the redevelopment of this property; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the WCDA hereby authorizes staff to execute any documents or reports necessary to administer the acquisition, demolition, and redevelopment of the property located at 2101 Grand Avenue, Wausau, Wisconsin.

AYES_________________ NAYS_________________

Approved Date _______________________________

______________________________
Andy Witt
Chairperson

______________________________
Christian Schock
Director
RESOLUTION NO 19-008

FIVE-YEAR PHA PLAN FOR FISCAL YEARS 2020 - 2024

WHEREAS, the Wausau Community Development Authority (WCDA) operates Public Housing and Section 8 Housing Choice Voucher Programs; and

WHEREAS, the WCDA is categorized by HUD as a Qualified PHA which is a small housing authority that owns or manages 550 or fewer public housing dwelling units and/or housing choice vouchers combined, is not designated as a Troubled PHA in the most recent PHAS assessment, or does not have a failing score under SEMAP during the prior 12 month period; and

WHEREAS, a Qualified PHA is exempt from submitting an Annual Plan but is required to submit a Five-Year Plan to HUD once every fifth fiscal year. It is through the Plan that a PHA receives capital funding; and

WHEREAS, the WCDA must certify by board resolution to approve the submission of the Five-Year PHA Plan to the U.S. Department of Housing and Urban Development (HUD); and

NOW, THEREFORE, BE IT RESOLVED, the Wausau Community Development Authority Commission hereby certifies by this Resolution and the attached Civil Rights Certification that the Five-Year PHA Plan for 2020-2024, to their knowledge, is completed in compliance with all applicable Federal statutory and regulatory requirements and approves its submission to HUD.

AYES ___________  NAYS ________________

Approved Date: ________________________________

________________________  ______________________
Andy Witt                    Christian Schock
Chairperson                  Director
Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement and by maintaining records reflecting these analyses and actions.

Wausau Community Development Authority

PHA Name

WI031

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3730)

Name of Authorized Official

Andy Witt

Title

Board Chair

Signature

Date

09/24/2019

Previous version is obsolete

Page 1 of 1

Form HUD-50077-CR (2/2013)
A. PHA Information

A.1 PHA Name: Wausau Community Development Authority
PHA Code: W7031

PHA Plan for Fiscal Year Beginning: (MM/YYYY): 01/01/2020
PHA Plan Submission Type: ☑ 5-Year Plan Submission
☐ Revised 5-Year Plan Submission

Availability of Information: In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

Copies of the 2020 Annual Plan and the 3-Year Plan and all Certifications are available at the Wausau Community Development Authority (WCDA) office, 550 E Thomas Street, Wausau, Wisconsin 54403. Contact Person: Betty Wnek, Public Housing Manager, 715-267-6874, or betty.wnek@ci.wausau.wi.us

The Annual and 3-Year Plan are also available for public review at City Hall, 407 Grant Street, Wausau, Wisconsin 54403

The WCDA’s Housing Choice Voucher (HCV) Administrative Plan and Public Housing (PH) Admissions and Continued Occupancy Policy are also available for review at the WCDA office, 550 E Thomas Street, Wausau, Wisconsin 54403

The Resident Advisory Board (RAB) is scheduled to meet on Thursday, September 5, 2019 at 12:00 pm in the boardroom of the WCDA, 550 E Thomas Street, Wausau, Wisconsin 54403

A Public Hearing is scheduled for Monday, September 9, 2019 at 3:30 pm in the boardroom at the WCDA, 550 E Thomas Street, Wausau, Wisconsin 54403

☐ PHA Consortia (Check box if submitting a Joint PHA Plan and complete table below)

<table>
<thead>
<tr>
<th>Participating PHAs</th>
<th>PHA Code</th>
<th>Program(s) in the Consortia</th>
<th>Program(s) not in the Consortia</th>
<th>No. of Units in Each Program</th>
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<tr>
<td>Lead PHA:</td>
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## B. 5-Year Plan

Required for all PHAs completing this form.

### B.1 Mission

State the PHA’s mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA’s jurisdiction for the next five years.

*The mission of the WCDA is to:*
- Ensure, decent, safe and affordable housing choices and increased opportunities, especially for those who are elderly, disabled and/or low income;
- Link residents to community services and education by focusing on programs that enrich the quality of life, promote self-sufficiency, increase community involvement and support successful tenancies;
- Preserve, maintain and expand affordable housing, specifically for individuals in need by ensuring equal opportunity, implementing Affirmatively Further Fair Housing (AFFH) goals, furthering Violence Against Women Act (VAWA) goals, and related strategies of the US Department of Housing and Urban Development (HUD)
B.2 Goals and Objectives. Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years.

The WCDA relies on a number of resources to identify the greatest needs for assisted housing. Sources include the WCDA’s vacancy and wait list data, the City of Wauwat’s Consolidated Plan, Impediments to Fair Housing report, and the Marathon County Life report.

Expand the Supply of Assisted Housing and Increase Affordable Housing Choices
- Maximize utilization of HCV program funds and improve lease-up success rate
- Conduct additional outreach efforts to potential landlords and provide convenient information access for participating landowners
- Consistent with HUD’s repositioning goal, explore public housing repositioning options to better serve the WCDA and its residents
- Research and pursue Section 82 homeownership program opportunities for low-income families
- Pursue partnerships with other agencies to provide additional assisted housing for qualified families
- Leverage private or other public funds to create additional housing opportunities
- Explore partnerships with Developers, the City of Wauwat, and the Community Development Block Grant program to develop innovative programs and housing opportunities
- Explore a potential leasing opportunity for the Riverview Terrace Assisted Living property, which may result in the absorption of those 36 project-based vouchers into the HCV program for reallocation

Maintain Fiscally Responsible Operations and Financial Sustainability
- Streamline financial management, maintain transparency and ensure strong stewardship of WCDA resources
- Implement an updated Procurement Policy allowing maximum flexibility
- Ensure effective WCDA Board governance
- Maintain clean annual Financial and compliance audits
- Maintain high-performer designation in both the HCV and Public Housing programs
- Provide opportunities for staff to perform at their best, recognize contributions, and implement succession planning for critical staff positions
- Identify potential for improved operating efficiency of the WCDA’s current public housing stock, taking advantage of disposition flexibilities available to PHAs with 50 or fewer public housing units:
  - The WCDA owns and operates 46 units of scattered site public housing under its AGC
  - The WCDA determines that it is in the best interests of the residents and the WCDA to close out in Section 9 program when disposition allows for development of other properties that can be more efficiently or effectively operated as low-income housing projects

Improve the Quality of Life for Program Participants
- Improve resident services and ensure that WCDA housing meets the needs of the evolving population
- Through policy and partnerships, create vibrant living environment initiatives to ensure WCDA developments are healthy and safe places to live
- Collaborate with the local Coalition focusing on housing and homelessness to maximize community housing resources
- Improve emergency and disaster preparedness plan
- Conduct annual utility allowance analysis and adjust utility allowances as appropriate
- Annually review HCV payment standards to allow the maximum number of families to receive assistance
- Provide housing search assistance to applicants with barriers
- Increase community awareness of lead and other health and safety hazards in homes to further increase participation in HUD programs
- Engage Resident Advisory Board (RAB) routinely providing resources for resident contribution

Ensure Equal Opportunity and Further Non-discrimination in WCDA Housing
- Ensure equal access to assisted housing
- Ensure accessible housing to persons with disabilities
- Ensure a suitable living environment for all families living in assisted housing
- Affirmatively further fair housing by taking meaningful actions to address historic patterns of segregation, promote fair housing choice, and foster a community that is free from discrimination
- Successful completion and submission of an Assessment of Fair Housing (AFH) to HUD

Violence Against Women Act (VAWA) Compliance
- Actively follow all VAWA provisions
- Ensure proper notification, documentation, and confidentiality
- Follow VAWA policies relative to eligibility, program participation and program termination
B.3 Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

The WCDA continues to make progress in carrying out and furthering its mission:

**Performance Excellence and Organizational Development:**
- The WCDA continues to maintain high performer designation for both SEMAP (HCV) and PHAS (PH) indicators;
- Management continues to promote growth and empowerment of employees through training opportunities and committee involvement;
- The WCDA’s Finance Committee continues to review the agency’s financial statements and presents quarterly reports to the full commission. The WCDA and Riverview Towers, LLC’s financial statements are audited by an independent auditing firm and annual audits have been absent of material weakness or deficiencies;
- Successful outcome of a 2019 Office of Inspector General (OIG) review of the WCDA’s Housing Choice Voucher (HCV) program;
- Continue to advocate for full funding and program reform, while preparing contingency plans for possible cuts;
- In 2017, the WCDA closed on a RAD conversion of 149 units at Riverview Towers LLC, stabilizing the funding format under a long-term Section 8 Project Based Voucher contract;
- In 2018, the WCDA developed a Redevelopment Committee to explore opportunities of acquisition or rehabilitation of blighted property

**Improve the Quality of Life for Program Participants:**
- The WCDA regularly updates its policies in accordance with state and federal requirements and consistently applies them to the operation of covered programs;
- Continue to cooperatively work with the Wausau Police Department and Wausau Fire Department to ensure resident safety, as well as crime prevention awareness;
- Continue to actively link residents to community resources that enrich resident lives, promote independence, provide case management, increase community involvement and support positive tenancies;
- Continue to collaborate with the University of Wisconsin Extension to offer educational classes on nutritional guidance and making healthy food choices;
- Continue a collaborative network through the Housing and Homelessness Coalition that prioritizes finding solutions to homelessness and housing challenges in Marathon County

**Ensure Equal Opportunity and Affirmatively Further Fair Housing:**
- All WCDA staff attend Fair Housing training and have access to translation and interpretation services;
- The WCDA continues to take proactive steps to overcome historic steps of segregation, achieve balanced and integrated living patterns, promote fair housing choice and foster inclusive communities that are free from discrimination;
- Continue to take affirmative measures to ensure equal access to assisted housing regardless of race, color, religion, national origin, sexual orientation, gender identity or marital status;
- Continue to collaboratively work with the City of Wausau’s fair housing initiatives and analysis of impediments to fair housing choice

**Actively Follow the Violence Against Women Act:**
- The WCDA continues to follow VAWA provisions;
- In 2017, the WCDA implemented key VAWA changes, which expanded housing protections to victims, including the addition of "sexual assault" as a crime covered by VAWA; established emergency transfer policies for its housing programs and revised policy documents, lease addendums and VAWA notices and forms;
- VAWA language is included in the Section 8 Housing Assistance Payment (HAP) Contract and WCDA leases;
- The WCDA also provides outreach on VAWA protections by notifying applicants and program participants of their rights under VAWA, including their right to confidentiality

B.4 Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA’s goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.

VAWA provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are available to all child and adult victims regardless of sex, gender identity, or sexual orientation and are applied consistently with all non-discriminatory and fair housing requirements. The WCDA incorporates these protections into policy and is applicable to all federally subsidized housing programs administered by the WCDA.

B.5 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

The WCDA defines a significant amendment or significant deviation/modification to the CFP 5-Year Action Plan as follows:
- Changes to the Public Housing ACOP or Administrative Plan that would change the mission, goals or objectives of the WCDA;
- Additions of major non-emergency work items (items not included in the Annual Statement or Five-Year Action Plan);
- Any change with regard to a proposed demolition, disposition, homeownership, RAD conversion, Capital Fund Financing, development or mixed-finance proposal.
B.6  **Resident Advisory Board (RAB) Comments.**

(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?

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(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.

B.7  **Certification by State or Local Officials.**

Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
Instructions for Preparation of Form HUD-50075-5Y
5-Year PHA Plan for All PHAs

A. PHA Information 24 CFR §903.23(4)(e)

A.1 Include the full PHA Name, PHA Code, PHA Fiscal Year Beginning (MM/YYYY), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Coasortia: Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.

B.1 Mission. State the PHA’s mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA’s jurisdiction for the next five years. (24 CFR §903.6(a)(1))

B.2 Goals and Objectives. Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years. (24 CFR §903.6(b)(1)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA’s 5-Year Plan.

B.3 Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. (24 CFR §903.6(b)(2))

B.4 Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA’s goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR §903.6(a)(3))

B.5 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments.

(a) Did the public or RAB provide comments?
(b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.17(a), 24 CFR §903.19)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 564 to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA’s mission, goals and objectives for serving the needs of low-income, very low-income, and extremely low-income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average 76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Respondents to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lead itself to confidentiality.
Occupancy Overview
September 24, 2019

Riverview Towers (149)
- 1 vacancy
- 99% Occupancy

Riverview Terrace (36)
- 4 vacancies
- 89% Occupancy
- 2 move-ins scheduled for Oct

Scattered Sites (46)
- 2 vacancies
- 96% Occupancy
- 1 move-in scheduled Sept/Oct

Housing Choice Vouchers (255)