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, June 23, 2020 at 12:00 pm
Location: 550 E Thomas Street, Wausau, Wisconsin 54403
Members: Andy Witt (C), Sarah Napgezek, David Welles, Robert Reinertson, Tom Neal, Rachael Hass, Debra Ryan

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 5/26/2020
4. Discussion and Possible Action on Resolution #20-003 Authorization to Execute Development Agreements with, and Sell Property to, Emmerich & Associates for the Redevelopment of 2101 Grand Avenue, Wausau, Wisconsin
5. Discussion and Possible Action on Resolution #20-004 Authorization to Execute Agreements with North Central Health Care for Personal & Supportive Care, Meals and Nursing Services at Riverview Terrace Assisted Living, Wausau, Wisconsin
6. Discussion and Possible Action on Resolution #20-005 Amending the Bylaws of the Wausau Community Development Authority
7. Coronavirus Aid, Relief and Economic Security (CARES) Act Regulatory Waivers - HCV Program
8. Operational Issues & Current Activities
   Occupancy Overview

Adjournment

Andy Witt, Chair

This Notice was posted at City Hall and emailed to Media Thursday, June 18, 2020 @ 1:00 pm.

Due to COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling 1-408-418-9388. The Access Code is 126 472 7597. Individuals appearing in person will be seated in the Board Room, but there is limited space and it will be subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants’ phones will be muted during this meeting.

Any person wishing to offer public comment who does not appear in person to do so, may e-mail Betty Noel at betty.noel@ci.wausau.wi.us with "Community Development Authority Board Meeting public comment" in the subject line prior to the meeting start.

All public comment, either by e-mail or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of 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

05/26/20

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

MEMBERS ABSENT:

OTHERS PRESENT: Christian Schock, Betty Noel, Juli Birkenmeier, Mayor Katie Rosenberg, Michael Loy and Kimberly Gochanour; NCHC

(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) Welcome and Introductions
Witt welcomed Debra Ryan who has filled Gary Gisselman’s position on the WCDA board. Ryan is the Alderperson for District 11 and appointed to the board by Mayor Rosenberg. Each commissioner gave a brief introduction.

(4) Approval of Minutes from 4/28/2020
Reinertson made a motion to approve the minutes from 04/28/20. Welles seconded. Neal abstained. Motion was approved.

(5) Riverview Terrace Service Contract
Noel stated that the current contract for personal and supportive cares with Aspirus Help-At-Home is due to expire on 12/31/2020. She introduced Michael Loy and Kim Gochanour from North Central Health Care (NCHC) who were present. Loy said that Aspirus is moving away from providing in-home care and approached NCHC to explore their interest in transitioning the Aspirus contract prior to the December 31st expiration date. Gochanour explained that NCHC has successfully collaborated with Aspirus on other projects and said NCHC looks forward to this opportunity. She explained that their plan would be to maintain the current staff and consolidate the personal/supportive cares, meals and nursing services into one contract at a comparative cost. Loy said pending WCDA approval, he would draft an agreement similar to what is currently being utilized and present it to the NCHC board on May 28. Gochanour stated that the transition date could potentially be August 1, 2020, and once approved by both the WCDA and NCHC boards, she will reach out to the contracted nurse and the Aspirus staff to further coordinate the transition. Welles made a motion to proceed with the termination of the three agreements relating to personal and supportive cares, meals and nursing services. Neal seconded. Reinertson abstained. Motion was approved.

(6) Fostering Youth to Independence Program
Noel presented a new HUD initiative, Foster Youth to Independence (FYI) and sought board approval to proceed with incorporating the housing assistance opportunity into the WCDA’s program portfolio. She explained that the FYI program is a collaborative effort to reduce and prevent homelessness for youth between the ages of 18-24 having a current or prior history of child welfare involvement, and to provide necessary services for these youth to become self-sufficient. Birkenmeier stated that WCDA staff is currently working with HUD, Marathon County Social Services and North Central Community Action to offer housing assistance vouchers and the required program services to eligible youth. She furthered that the FYI program is a good way to further help our community and it fits well within the WCDA’s mission and goals. Welles made a motion to proceed with implementation of the Foster Youth to Independence Program. Reinertson seconded. Motion was approved unanimously.
(7) Finance Committee Report
Witt provided his Chair report from the May 8, 2020, Finance Committee meeting and reviewed the WCDA’s investment sheet as of March 31, 2020. He reported that there were no changes and all accounts are earning a consistent 1.61% interest rate.

Witt reviewed the Capital Fund Program (CFP) grant summary stating that the 2018 and 2019 grants will be fully expended upon completion of the scattered site roofing project and said that the 2020 grant and public housing reserves will be used for the concrete repair project. Witt concluded stating that the obligation and expenditure deadlines for all grants are in full compliance.

Witt gave an overview of the Live-It-Up Wausau program stating that the program has generated $716,000 in loans to-date. He noted that $79,000 of the $100,000 potentially-forgivable loan from the Judd S. Alexander Foundation has been expended, leaving a remaining balance of $21,000 available for future loan commitment.

Witt then reviewed the first 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 reiterated that in December 2019, the WCDA board approved a $900,000 loan commitment to Landmark Wausau, LLC to fill the gap financing needed by Gorman & Company to successfully secure the WHEDA tax credits needed to renovate the Wausau Landmark Apartments. He furthered that due to COVID-19 delays, the project is not expected to close until early 2021.

Lastly, Witt stated that CLA has completed the financial portion of the WCDA’s single audit and plans to complete the tenant file compliance component sometime in June.

(8) Operational Issues and Current Activities
Occupancy Overview - Noel reported 100% occupancy at Riverview Towers, 81% at Riverview Terrace and 98% at the Scattered Sites. She added that staff is currently administering 256 Housing Choice Vouchers.

Continuing Obligations Agreement Update – 113 Callon Street – Schock reviewed the fully-executed Agreement between the WCDA and Robert and Karen Voigt. He reiterated that the agreement was the final component needed for closure packet submission to the WDNR. Reinertson questioned item #6 and how the agreement would relate to a potential new owner of the property. Schock stated that a new agreement would need to be drafted in the case of property transfer.

Staffing Update - Schock announced that Sean Fitzgerald has been hired as the Community Development Department’s new Business Development Specialist. He said Fitzgerald will play a key role in supporting the comprehensive plan and the economic development strategy for the City of Wausau.

ACH Rent Payment Launch – Birkemeier reported that the WCDA is offering Riverview Towers, Terrace and Scattered Site tenants the ability to pay their rent via ACH as an alternative to paying with a check or money order. She explained that it is being offered as an added convenience for WCDA tenants and will be available by July 1, 2020.

Adjournment

Respectfully Submitted,

Andy Witt
Chairperson
RESOLUTION # 20-003

Wausau Community Development Authority

AUTHORIZATION TO EXECUTE DEVELOPMENT AGREEMENTS WITH, AND SELL PROPERTY TO, EMMERICH & ASSOCIATES FOR THE REDEVELOPMENT OF 2101 GRAND AVENUE, WAUSAU, WI

WHEREAS, the Wausau Community Development Authority (WCDA) acquired a blighted property from Marathon County for redevelopment use at 2101 Grand Avenue, Wausau, Wisconsin just a short time ago; and

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

WHEREAS, the Community Development Department utilized Community Development Block Grant funds budgeted for the acquisition and demolition of this property through a signed agreement with the WCDA for the redevelopment of this property; and

WHEREAS, the WCDA had undertaken a public Request For Proposal (RFP) process and selected the proposal received from Emmerich & Associates for a new multifamily, affordable housing project at this property.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the WCDA hereby authorizes staff to execute agreements and documents necessary to sell the property located at 2101 Grand Avenue, Wausau, Wisconsin to Emmerich & Associates for the redevelopment of the property based on the terms of the Development Agreement.

AYES__________________ NAYS__________________

Approved Date______________________________

Wausau Community Development Authority

______________________________  __________________________
Andy Witt                        Christian Schock
Chairperson                     Secretary/Executive Director
PURCHASE AND DEVELOPMENT AGREEMENT
(Ponderosa Motel Multifamily)

THIS PURCHASE AND DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the [____] day of [_______], 2020 (the “Effective Date”), by and between THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WAUSAU (the “WCDA”) and EMMERICH & ASSOCIATES, INC., a Wisconsin corporation (“Developer”).

RECITALS

WHEREAS, the WCDA is the owner of the former Ponderosa Motel property in the City of Wausau, County of Marathon, State of Wisconsin, located at 2101 Grand Avenue as more particularly described on Exhibit A attached hereto including all improvements located thereon, and all appurtenances and hereditaments thereto (collectively, the “Property”); and

WHEREAS, Developer has proposed to purchase the Property and to develop the Property as set forth herein; and

WHEREAS, the WCDA has determined that the proposed development of the Property by Developer (i) will promote and carry out the development objectives of the WCDA, (ii) provides an opportunity to leverage state and local resources to support the development of the Property, and (iii) complements the existing and proposed uses in the neighborhood of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:
   a. “Agreement” means this Purchase and Development Agreement.
   b. “Closing” means the execution of the sale and conveyance of the Property to Developer or its permitted assignee in exchange for the Purchase Price, as contemplated by this Agreement.
   c. “Closing Date” means the date on which Closing occurs or shall occur.
   d. “Closing Deadline” means 30 days after the termination or earlier waiver of the Due Diligence Period.
   e. “Developer” is defined in the introductory paragraph of this Agreement.
   f. “Due Diligence Period” means the time period commencing on the Effective Date and terminating on November 30, 2020, unless waived earlier by Developer.
   g. “Earnest Money” is defined in Section 2.a.i. below.
   h. “Effective Date” is defined in the introductory paragraph of this Agreement.
i. "Independent Consideration" is defined in Section 13.d. below.

j. "Memorandum" is defined in Section 12 below.

k. "Minimum Construction Cost" means at least Six Hundred Thousand Dollars ($600,000.00).

l. "Plans" means final detailed plans and specifications for the Project in form and substance acceptable to the WCDA, which shall include, without limitation, the following: all improvements now located or to be located on the Property, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems, and a landscaping plan and landscape maintenance plan.

m. "Project" means the redevelopment of the Property as an eight unit multifamily residential apartment building, including, but not limited to the construction of all improvements as may be required in order to comply with applicable laws, rules, regulations, codes and ordinances in the use of the Property.


p. "Project Cost Breakdown" means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project. The Project Cost Breakdown shall also include Developer's proposed source of funds for each line item.

q. "Property" is defined in the Recitals above.

r. "Proposal" means that certain proposal dated February 14, 2020, which was presented by Developer to the WCDA and titled "Response for the Redevelopment of the Former Ponderosa Motel."

s. "Purchase Price" means Ten Thousand and No/100 Dollars ($10,000.00).

t. "Title Company" is defined in Section 2.a.i. below

u. "WCDA" is defined in the Recitals above.
2. Commitments of Developer. Developer agrees and covenants with the WCDA as follows:

a. **Purchase of the Property.** Subject to the terms and conditions of this Agreement, Developer agrees to purchase the Property in its “AS-IS” condition for the Purchase Price no later than the Closing Deadline. The Purchase Price shall be payable as follows:

i. One Thousand and No/Dollars ($1,000.00) as earnest money ("Earnest Money"), which Earnest Money shall be deposited within five business days of the Effective Date with a title insurance company mutually acceptable to WCDA and Developer (the "Title Company"), with any interest earned thereon to be credited to Developer towards the Purchase Price at Closing (if Closing fails to occur, any interest on the Earnest Money shall be delivered and credited to the party entitled under this Agreement to receive the Earnest Money).

ii. The balance in cash, certified check, cashier’s check, or by wire transfer of funds on the Closing Date.

b. **Construction and Operation of the Project.**

i. Subject to the terms and conditions of this Agreement, Developer, at its sole cost and expense, agrees to construct, install, furnish, equip and maintain the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and in accordance with the Plans.

ii. Construction of the Project shall commence no later than the Project Commencement Deadline, and upon commencement of the Project, Developer will diligently continue construction of the Project and shall complete construction of the Project substantially in accordance with the construction schedule approved by the WCDA staff, and in no event later than the Project Completion Deadline. The Project will be deemed completed upon occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for the Project, as applicable; and (ii) the Project architect has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.

iii. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City of Wausau, and all environmental laws, rules, regulations and ordinances. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

iv. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.
v. Developer will not, without the WCDA's prior written consent, materially change the scope of the Project, the Plans, or the uses of the Project. The development and operation of the Project shall be in substantial conformity with the Proposal.

vi. Developer shall spend at least the Minimum Construction Cost in construction costs at the Property in connection with the Project. Developer's soft construction costs shall not be included in such amount.

vii. Developer shall at all times operate the Project in full compliance with any regulatory agreement and any and all requirements related to the provisions of the Community Development Block Grant program of the US Department of Housing and Urban Development (HUD) for affordable housing construction and ongoing management and reporting.

c. **Developer's Due Diligence Contingency.**

i. Developer is taking the Property in its current condition, without any express or implied warranties by the WCDA as to its physical condition. Accordingly, during the Due Diligence Period, Developer shall have the right to complete, at Developer's sole cost and expense, all due diligence activities with respect to the Property and feasibility analysis of the Project desired by Developer (including, without limitation, a title search, environmental review or land survey), subject to the provisions of Section 2.c.ii below. Developer shall have the right to terminate this Agreement for any reason during the Due Diligence Period by providing written notice to the WCDA. Upon such termination Developer shall receive a complete refund of the Earnest Money (other than the Independent Consideration) and upon return, neither party will have any further rights or obligations regarding this Agreement, other than Developer's obligations in Section 2.c.ii.

ii. Prior to any entry onto the Property, Developer shall provide the WCDA with evidence that Developer has in force such liability insurance policies and coverages that the WCDA may reasonably request, naming the WCDA as an additional insured. When completing its due diligence activities, Developer shall not have any right to conduct any soil, soil gas, or groundwater testing or sampling or any drilling, boring or other intrusive, invasive or destructive due diligence testing of the Property ("Invasive Testing") without the prior written consent of the WCDA, which shall not be unreasonably withheld. If Developer desires to conduct any Invasive Testing, Developer shall request such consent in writing via e-mail to Sean.Fitzgerald@ci.wausau.wi.us (or such other e-mail address or addresses as the WCDA may from time to time direct) with a detailed proposed plan of investigation, and the WCDA shall respond within five (5) business days of receiving such request either by approving or disapproving such request by e-mail to the sender of the original request, and the WCDA's failure to timely respond shall be deemed a disapproval of Developer's request. Developer and the WCDA agree to cooperate in good faith in the scheduling, rescheduling and implementation of
any approved Invasive Testing to allow the WCDA, at the WCDA's option, to arrange for its consultants to observe such Invasive Testing. Without limiting the other obligations of Developer in this Agreement, (A) Developer shall hold harmless, indemnify and defend the WCDA from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the WCDA incurs arising or asserted to arise out of, any activity of Developer, or any of Developer's agents, conducted on the Property prior to Closing, and (B) in the event Developer exercises its right to terminate pursuant to Section 2.c.i above or otherwise elects not to or fails to purchase the Property from the WCDA, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any Invasive Testing or other due diligence activities conducted by or on behalf of Developer. The obligations of Developer in this Section 2.c.ii shall survive termination of this Agreement.

3. Commitments of the WCDA: Closing.

a. Existing Improvements. The WCDA shall use reasonable efforts to raze the improvements existing on the Property as of the Effective Date no later than July 31, 2020, subject to delays outside the reasonable control of the WCDA. Developer hereby acknowledges and agrees that the funds used by the WCDA to raze the improvements existing on the Property as of the Effective Date were derived from programs subject to reporting of the Community Development Block Grant (CDBG) program of the US Housing and Urban Department.

b. Sale of Property. Subject to the terms and conditions of this Agreement, the WCDA agrees to sell to Developer the Property for the Purchase Price, provided Developer gives the WCDA at least ten (10) business days prior notice of Developer's desired Closing Date, Developer has waived any further right to perform due diligence with respect to the Property and the remainder of the Due Diligence Period (if it has not ended), and the WCDA has razed the improvements existing on the Property as of the Effective Date. The WCDA shall convey the Property to Developer by quit claim deed. The WCDA's only obligation shall be WCDA's obligation to deliver such quit claim deed and the other documents listed in Section 3.c. below to Developer at the Closing of the purchase/sale transaction. Any transfer taxes, recording fees and all other Closing costs in connection with such conveyance shall be at Developer's expense. Developer understands and agrees that the WCDA's conveyance is limited to the WCDA's right title and interest in and to the Property. Should Developer desire to obtain title insurance or a survey in connection with this conveyance, such items shall be at Developer's sole cost and expense.

c. WCDA Closing Documents. The WCDA shall execute and deliver the following to Developer at Closing, all in form and content reasonably satisfactory to Developer:

i. Deed. A quit claim deed conveying the Property to Developer.

ii. Memorandum of Development Agreement. A counterpart signature of the Memorandum.
iii. **Other Documents.** Any other documents reasonably determined by Developer or Title Company to be necessary to transfer the Property to Developer; provided, however, that drafts are provided no later than five (5) business days prior to Closing and such documentation does not subject the WCDA, in the WCDA’s reasonable determination, to any additional obligations or liabilities except as set forth herein.

d. Developer shall execute (as applicable) and deliver the following to the WCDA at Closing, all in form and content reasonably satisfactory to the WCDA:

i. **Purchase Price.** Funds representing the Purchase Price, in the manner set forth above.

ii. **IRS Form.** A Designation Agreement designating the “reporting person” for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.

iii. **Wisconsin Real Estate Transfer Return.** A Wisconsin Real Estate Transfer Return completed in a manner acceptable to the WCDA.

iv. **Memorandum of Development Agreement.** A counterpart signature of the Memorandum.

v. **Other Documents.** All other documents reasonably determined by the WCDA or Title Company to be necessary to transfer the Property to Developer or as may be reasonably necessary to carry out the intent and purposes of this Agreement.

4. **Conditions Precedent to the WCDA’s Obligations.** In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the WCDA under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions at or prior to Closing:

a. Developer shall promptly provide the WCDA with (A) a certified copy of its organizational documents, (B) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (C) resolutions or consents of its board of directors, partners or members, as the case may be, approving this Agreement and the transactions which are the subject of this Agreement, and designating the persons who are authorized on behalf of Developer to sign this Agreement and to bind Developer to the terms and conditions of this Agreement.

b. Developer, at its cost, will promptly provide the Project Cost Breakdown to the WCDA. The Project Cost Breakdown shall be certified by Developer, its Project architect and general contractor as accurate and complete and shall be acceptable to the WCDA. The Project Cost Breakdown must show a state of facts acceptable to the WCDA. Any revisions to the Project Cost Breakdown shall be subject to the WCDA’s review and approval.
c. Developer shall have promptly completed the Plans which must be acceptable in all respects to the WCDA. Any revisions to the Plans shall be subject to the WCDA's review and approval.

d. Developer shall promptly provide the WCDA with a detailed completion schedule for the Project which must be acceptable to the WCDA. Such schedule shall specify the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the WCDA's review and approval.

e. Developer shall promptly provide financial information of Developer to the WCDA, which information shall be in form and content acceptable to the WCDA, including, without limitation, evidence that Developer has available funds sufficient to complete the Project.

f. No uncured default by Developer, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable cure or grace period) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

g. The WCDA, shall have approved this Agreement and the transactions contemplated herein, and all other agreements and/or transactions which require approval.

All submissions given to the WCDA to satisfy the conditions contained in this Section 4 must be satisfactory in form and content to the WCDA, in its sole discretion.

5. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the WCDA and agrees and covenants with the WCDA as of the Effective Date and again at Closing as follows:

a. All copies of documents, contracts and agreements which Developer has furnished to the WCDA are true and correct in all material respects.

b. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

c. Developer will pay for all work performed and materials furnished for the Project.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the WCDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. Developer is a corporation duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing.
in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. The Project Cost Breakdown approved by the WCDA accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the WCDA is entitled to rely on the Project Cost Breakdown. Developer knows of no circumstances presently existing or likely to occur which would or could be expected to result in a variation or deviation from the Project Cost Breakdown.

j. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable cure or grace period) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

k. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the WCDA and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

l. Upon completion of the Project, Developer shall provide the WCDA with written evidence of Developer's expenditures with respect to construction of the Project and such other documentary evidence as required herein consistent with the Project Cost Breakdown showing a minimum hard cost construction spend of at least the Minimum Construction Cost.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.
6. **AS-IS:** Release. DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE WCDA IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE WCDA OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS “AS IS” CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE WCDA FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE PROPERTY) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE PROPERTY, IF ANY.

7. **Default.** The occurrence of any one or more of the following events shall constitute a default (“Default”) hereunder:

   a. Developer shall fail to pay any amounts due from it under this Agreement on or before the date when due; or

   b. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

   c. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph (a) above) under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the WCDA to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 60 days following the notice thereof from the WCDA); or

   d. Construction of any portion or phase of the Project shall be abandoned for more than sixty (60) consecutive days or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or
e. Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer or Guarantor shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

f. If Developer shall dissolve or shall cease to exist; or

g. A default shall occur on any other indebtedness of or loan to Developer, or a default shall occur under any mortgage or other lien or encumbrance affecting the Property; or

h. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (including any payment obligations) under any other contracts or agreements with respect to the Project.

Upon the occurrence of any Default, the WCDA at its option, may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement and/or under any of the other agreements contemplated herein, including, without limitation, the Repurchase Right if applicable. Upon the occurrence of any Default, any amounts due to the WCDA shall accrue interest at the rate of one percent (1%) per month.

8. Transfers; Assignment.

a. Transfer of the Property. Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property during the term of this Agreement unless it first obtains the prior written consent of the WCDA, which consent may be withheld in the WCDA's sole and absolute discretion. Any transfer of the Property, in whole or in part, shall be subject to the Tax Exempt Covenant and the Right of First Refusal.

b. Assignment of Development Agreement. Developer shall not have the right to assign this Agreement to any other party without the prior written consent of the WCDA, which consent may be withheld in the WCDA's sole discretion. No assignment of this Agreement shall serve to release Developer from any liability or obligations under this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

9. Term. The term of this Agreement shall commence on the Effective Date and shall continue, unless terminated earlier as provided herein, until the earlier of: (i) the seventh
anniversary of the Effective Date: and (ii) the completion of any required US Housing and Urban Development reporting period.

10. **Recording; Memorandum.** Recording of this Agreement is prohibited except as allowed in this Section. The parties shall execute and record at Closing, at Developer’s expense, a short form memorandum in the form attached hereto as Exhibit C (the “Memorandum”). The Memorandum shall be recorded immediately after the deed from the WCDA. Upon termination of this Agreement, the WCDA agrees to execute such documentation reasonably requested by Developer to release the Memorandum of record.

11. **Miscellaneous.**

a. **Notices.** All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

   **Notices to Developer:**
   
   Emmerich & Associates, Inc.  
   453 Grand Ave.  
   Schofield, WI 54476-1088  
   Attn: Arden J Emmerich

   with a copy to:

   _________________________________  
   _________________________________

   **Notices to the WCDA:**

   City of Wausau  
   407 Grant Street  
   Wausau, WI 54403  
   Attn: City Clerk

   with a copy to:

   City of Wausau  
   407 Grant Street  
   Wausau, WI 54403  
   Attn: City Attorney

   Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

b. **No Personal Liability.** Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the WCDA have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

c. **Waiver; Amendment.** No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the WCDA and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.
d. **Binding Contract.** The parties hereto acknowledge that Developer will expend material sums of money in reliance on WCDA’s obligations under this Agreement in connection with negotiating and executing this Agreement, conducting the inspections contemplated by this Agreement and preparing for Closing, and that Developer would not have entered into this Agreement without the right to perform its due diligence. In consideration of the foregoing and the provision of a $100 nonrefundable deposit (the "Independent Consideration"), the parties agree that adequate consideration exists so that Developer’s rights to terminate this Agreement do not render this Agreement illusory. The WCDA and Developer each waive any and all rights to challenge the enforceability of this Agreement on the basis that any of the conditions or contingencies set forth herein are at WCDA’s or Developer’s sole discretion or that any of the agreements contained herein are illusory. If either party challenges the enforceability of this Agreement in a manner that is inconsistent with the foregoing waiver, such party shall pay the other party’s costs and expenses (including reasonable attorneys’ fees) in enforcing this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement and shall be retained by WCDA notwithstanding: (a) the exercise of Developer’s rights to terminate the Agreement, and/or (b) any other provision of this Agreement. The Independent Consideration shall be applied to the purchase price if this transaction closes. The Independent Consideration shall be paid by Developer to WCDA from the Earnest Money if this Agreement is terminated and Developer is entitled to receive the Earnest Money after such termination.

e. **Entire Agreement.** This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

f. **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of Developer and the WCDA, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the WCDA in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the WCDA, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.

g. **Severability.** If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

h. **Governing Law.** This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.
i. **Time is of the Essence; Deadlines.** Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

j. **Relationship of Parties.** This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the WCDA and Developer.

k. **Captions and Interpretation.** The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

l. **Counterparts/Electronic Signature.** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

EMMERICH & ASSOCIATES, INC.

By: __________________________________________
Name: _________________________________________
Title: __________________________________________

WCDA:

THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WAUSAU

By: __________________________________________
Name: _________________________________________
Title: __________________________________________

Attest: ________________________________________
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[To be inserted.]

Parcel No.: 291-2807-014-0305
EXHIBIT C

FORM OF MEMORANDUM

[Attach to this cover page]
RESOLUTION # 20-004
Wausau Community Development Authority

AUTHORIZATION TO EXECUTE AGREEMENTS WITH NORTH CENTRAL HEALTH CARE FOR PERSONAL AND SUPPORTIVE CARE, MEALS, AND NURSING SERVICES AT RIVERVIEW TERRACE, WAUSAU, WI

WHEREAS, the Wausau Community Development Authority (WCDA) contracts with Aspirus for Personal and Supportive Care and Meal Services; and contracts for separate nursing services, consistent with the requirements of DHS 89 for the operation of Riverview Terrace; and

WHEREAS, the WCDA is aware that North Central Health Care (NCHC) would like to assume these duties and continue to provide these services for Riverview Terrace residents; and

WHEREAS, the WCDA has had a longstanding relationship with NCHC and values the opportunity to continue high quality care under their administration.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the WCDA hereby authorizes staff to terminate any outstanding agreements and execute new agreements with North Central Health Care in general conformance with the terms in the attached draft agreement.

AYES__________________  NAYS__________________

Approved Date________________________

Wausau Community Development Authority

______________________________  ________________________________
Andy Witt  Christian Schock
Chairperson  Secretary/Executive Director
North Central Health Care

AGREEMENT
BETWEEN
NORTH CENTRAL HEALTH CARE
AND
WAUSAU COMMUNITY DEVELOPMENT AUTHORITY
FOR
PERSONAL & SUPPORTIVE LIVING, MEAL AND NURSING SERVICES

North Central Health Care ("NCHC"), of 1100 Lake View Drive, Wausau, Wisconsin, 54403, and the Wausau Community Development Authority ("Authority"), 550 E. Thomas Street, Wausau, WI 54403, agree as follows:

1. Services. NCHC agrees to perform services as requested by the Authority and outlined in Exhibit A, attached hereto and incorporated herein ("Services"). NCHC represents and warrants that NCHC possesses the knowledge, skill, and experience necessary to perform the Services and will do so with the maximum reasonable degree of quality and attention to detail, and in a timely manner.

2. Fees. As specifically described in Exhibit B hereto, NCHC shall receive compensation from Authority for provision of the Services rendered by NCHC under this Agreement.

3. Term and Termination. This Agreement is effective on August 1, 2020 until July 31, 2021 ("Initial Term"). The Agreement shall automatically renew for successive one (1) year terms ("Renewal Term") unless otherwise terminated as follows:

   a. By mutual agreement of the parties.

   b. By either party without cause upon ninety (90) days’ prior written notice to the other party. Termination will be effective at the end of the then-current term.

   c. By either party upon (30) days’ prior written notice to the other in the event the other party fails or refuses to perform the duties and responsibilities under this Agreement, provide, however, that in the event failure to perform 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.

   d. Upon the effective date of the applicable notice of termination, this Agreement shall be and become of no further force and effect whatsoever and each of the parties hereto shall be relieved and discharged from any further obligations except as otherwise provided herein.
4. **Notice.** Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by registered mail to the following applicable party at the following address:

To NCHC, by addressing to:

North Central Health Care  
Attention: Chief Executive Officer  
1100 Lake View Drive  
Wausau, WI, 54403

To Authority, by addressing to:

Wausau Community Development Authority  
Attention: Executive Director  
540 East Thomas Street  
Wausau, WI, 54403-6799

If either party designates a new contact person that party will notify the other party in writing of the name and address of the new contact person.

5. **Records.** Authority will provide records as required by state and federal laws, rules and regulations, and the terms of any payer agreement pertaining to funds allocated to the Riverview Terrace Residential Apartment Complex, and will allow inspection, to the extent permitted by law, by representatives of NCHC or governmental agencies to the extent necessary to confirm Authority’s compliance with this Agreement. Authority will disclose no client-identifying information relating to eligible clients who receive services under this Agreement except with the client’s informed written consent or that of the client’s legal guardian or agent as authorized under a valid Health Care Power of Attorney, and except to the extent permitted by applicable state and federal confidentiality laws.

6. **Indemnification.** Each Party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers and agents and will pay all losses and damages attributable to such acts or omissions for which is legally liable. **NOTWITHSTANDING THE FOREGOING, NO PARTY SHALL BE LIABLE FOR ANY OTHER PARTY’S INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.** This Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act or omission of the other party or its employees, directors, officers and agents. This section shall not constitute a waiver by either party of any rights to indemnification, contribution or subrogation which the party may have by operation of law.

7. **Qualifications.** NCHC shall at all times (as applicable) meet all qualifications, licenses, certification and approvals necessary to perform the services described herein.
8. Insurance.

(a) Workers Compensation. NCHC shall maintain Workers Compensation Insurance as required by Wisconsin Statutes, for all NCHC employees. In case any work is subcontracted, the contracting party shall require the subcontract or similarly to provide statutory Workers Compensation for all of the subcontractor’s employees, unless such employees are covered by the protection afforded by either party’s policies.

(b) Insurance. NCHC shall secure and maintain in force throughout the duration of this agreement Comprehensive General Liability, Professional Liability, Automobile Liability, Business Interruption, Excess Liability Insurance covering its officers, agents, and employees, and including all buildings, parking lots, sidewalks and other common areas subject to this Agreement, and their use. Said insurance shall cover Authority, and any subcontractor, regarding claims for damages for personal injuries, including accidental death, as well as from claims for property damage, which may arise from operations under this agreement. The minimum amount of such insurance shall be as follows:

i. Professional Liability Coverage: $1,000,000 per occurrence and $3,000,000 in aggregate.

On all policies purchased or maintained by the Parties in accordance with this section, each party shall add the other party as an additional insured and shall provide certificates of insurance showing the coverage called for upon request.  

9. Mutual Indemnification and Hold Harmless. Authority hereby agrees to release, indemnify, defend and hold harmless NCHC from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, which NCHC sustains and which is determined to be directly caused by the negligent or intentional acts or omissions of Authority or its officers, officials, employees, agent or assigns occurring or sustained prior to the Assumptions Date in connection with operation of the Riverview Terrace Residential Apartment Complex by the Authority. Authority does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, DHS Chapter 89 and related statutes.

NCHC hereby agrees to release, indemnify, defend and hold harmless Authority, its officials, officers, employees and agents from and against all judgments, damages, penalties, or nature whatsoever, including actual and reasonable attorney’s fees, which occur or are sustained, directly or indirectly, relating to NCHC’s assumption or operation of the Riverview Terrace Residential Care Apartment Complex, or services provided in connection with the Riverview Terrace Residential Care Apartment Complex after the Assumptions Date. NCHC does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, DHS Chapter 89 and related statutes.
10. **Title XVIII Requirements** (if applicable). In accordance with Title XVIII provisions, until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, NCHC will make available, upon written request of the Secretary, United States Department of Health and Human Services, or upon request of the Controller General, or any of their duly authorized representatives, the Agreement and such books, documents, and records of NCHC, as are necessary to certify the nature and extent of such Services. NCHC shall not be permitted to carry out any of the duties and responsibilities hereunder by use of subcontractors.

11. **Inability to Provide Service.** NCHC shall notify Authority’s contact person immediately of NCHC’s inability to provide any service called for under this Agreement.

12. **Nondiscrimination.** NCHC will comply with all nondiscrimination and other requirements pertaining to grant funds and/or state and federal regulations applicable to the Authority. Additionally, NCHC will not discriminate against any consumer of services provided under this Agreement because of age, race, creed, color, sex or handicap. To the extent required by federal or state law, NCHC agrees that in performing work under this Agreement, NCHC will not discriminate against any employee or applicant for employment because of their age, race, creed, color, handicap, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, membership in the National Guard, state defense force or any other reserve component of the military forces of the United States or the State of Wisconsin, or use or possess of lawful products off the employer’s premises during nonworking hours. This prohibition shall include, but not be limited to, discrimination in employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. NCHC agrees to take affirmative action to ensure equal employment opportunities, and to post in a conspicuous place available for employees and applicants for employment notices setting forth these nondiscrimination provisions.

13. **Compliance with Laws.** NCHC will comply with all local, state, and federal laws and regulations, including certification and licensure requirements, which may apply to the provision of services under this Agreement. NCHC shall acknowledge, agree to, and abide by any and all terms and conditions applicable to Wisconsin Regulations Administrative Code Chapter DHS 89, in whole or in part. NCHC shall be required to abide by all policies, procedures, and standards of Authority in the performance of this Agreement.

14. **Corporate Compliance.** Authority acknowledges the commitment of NCHC to carry out the provision of health care and all related activities consistent with the highest ethical, moral and legal standards, as well as the adoption by NCHC of a corporate compliance plan to do so. Authority shall make its employees, agents, directors and officers aware of this commitment and ensure their compliance with it in all respects. In the event of a breach of the corporate compliance plan by Authority, this Agreement shall automatically terminate.
15. **Caregiver Background Check.** NCHC is identified as a covered entity under the Caregiver Background Check Law, and agrees to operate in accordance with the provision of Section 48.685 and 50.065 of Wisconsin Statutes and Administrative Codes DHS12 and DHS13, with regard to the employment of individuals with a criminal history, the performance of employee background checks, and the reporting and investigation of caregiver misconduct. In addition, NCHC agrees to the following:

   a. To complete the Background Information Disclosure Form and the background check on all required individuals;

   b. Upon request, provide Authority with a copy of the Background Information Disclosure Form and the results of the background check;

   c. Not assign persons barred by the law from performing services; and

   d. Inform Authority of any allegations of misappropriation, abuse, or misconduct related to the NCHC’s performance of service under this contract.

16. **Representations and Warranties.** NCHC represents and warrants (as applicable) to Authority as follows: (i) NCHC is not bound by any agreement or arrangement which would preclude NCHC from entering into, or from fully performing the Services required under, this Agreement; (ii) NCHC has never been denied, suspended, revoked, or terminated, or restricted in any way under any license or approval necessary for the performance of the Services hereunder; (iii) NCHC has not in the past conducted, and is not presently conducting its business in such manner as to cause NCHC to be suspended, excluded, debarred or sanctioned under the Medicare or Medicaid Programs, or any government licensing agency, nor has NCHC ever been charged with or convicted of a criminal offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation; (v) NCHC shall perform the Services required hereunder in accordance with all applicable federal, state, and local laws, rules and regulations, all applicable standards of any other relevant accrediting organizations, all applicable bylaws, rules, regulations, procedures and policies of NCHC. Each of the representations and warranties set forth herein shall be continuing and in the event any such representation or warranty fails to remain true and accurate during the Term, NCHC shall immediately notify Authority.

17. **Health Insurance Portability Act of 1996 (HIPAA) Applicability.**

   a. NCHC agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to the extent those regulations apply to the Services NCHC provides or purchases with funds provided under this contract.

   b. NCHC shall comply with all requirements of HIPAA as it applies to NCHC’s Services under this Agreement and shall execute a Business Associate Agreement with Authority.
18. **Marketing and Advertising.** Both parties agree that they shall obtain written permission prior to using the other party’s name, trade name, image, symbol, design or trademark in any marketing, advertising, or promotional campaign or in any brochures, written information, television or radio announcements, or in any other medium or manner whatsoever. Such permission may be given or withheld in either party’s sole, absolute and arbitrary discretion.

19. **Independent Contractor Status.** In the performance of Services NCHC is acting as an independent contractor. No provision of this Agreement is intended to create or shall be construed to create any relationship between the Authority and NCHC other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Authority does not, by this Agreement, reserve control over the methods or procedures to be utilized by NCHC, as long as the quality of NCHC’s services satisfied all rights hereof.

20. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

21. **Exclusion from Federal Health Care Programs.** NCHC hereby represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care programs, including Medicare and Medicaid. NCHC agrees to immediately notify Authority of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid, with respect to it or any of its employees or contractors. In the event that NCHC is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that NCHC is in breach of this requirement, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

25. **Referrals.** The parties acknowledge that none of the benefits granted to Authority hereunder are conditioned on any requirement that NCHC make referrals to, or otherwise generate business for Authority. The parties further acknowledge that NCHC is not restricted from referring to, contracting with, or otherwise generating any business for, any other facility of his/her choosing.

26. **Severability.** The provisions of the Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

27. **Captions.** Any captions to or headings of the sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of the Agreement, and shall not be used for the determination of the validity or interpretation of this Agreement or any provision hereof.
28. **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

29. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party.

30. **Non-Assignment.** No rights or obligations hereunder may be assigned, transferred, delegated or set over unto any other person, firm or corporation without the express written approval of the other party.

31. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

32. **Notices.** All notices required by this Agreement to be given to or by NCHC and Authority shall be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with receipt requested to the requisite party of the principal office of said party as set out in Section 1. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated twenty-four (24) hours after mailing. Either NCHC or Authority may change the address to which such written notices must be sent by notifying the other party of the change of address in the manner hereinabove set forth.

33. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and upon their representatives, heirs, successors, and subject to the terms and conditions hereof, their assigns.

34. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]
[_SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

WAUSAU COMMUNITY DEVELOPMENT AUTHORITY

By: _____________________________ Date: _____________
Christian Schock
Executive Director

NORTH CENTRAL HEALTH CARE

By: _____________________________ Date: _____________
Michael Loy, CEO
North Central Health Care
North Central Health Care

Exhibit A
Services

NCHC agrees to provide the following professional Services which are in accordance with DHS 89 requirements and generally described in the following duties in providing Personal and Supportive Living, Meal and Nursing Services to the tenants of Riverview Terrace, which include:

1. **Personal and Supportive Living Services**
   a. Daily assistance with all activities of daily living which includes dressing, eating, bathing, grooming, toileting, transferring and ambulation or mobility.
   b. Meal preparation and planning, light housekeeping in tenants' apartments, laundry service, and arranging for medical services and transportation to medical services.
   c. Health monitoring, medication administration and management.
   d. NCHC will work with Riverview Terrace Management to arrange for mutually agreeable tenant activities each month and shall provide no less than a minimum of two (2) organized activities per month to the tenants of Riverview Terrace in accordance with DHS 89 requirements. NCHC reserves the right to charge a nominal fee not to exceed $10 per event for organized activities that exceed the activities budget.
   e. NCHC agrees to provide Personal Care Workers for Supportive Living Services for Riverview Terrace tenants during the following hours:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Number of Staff</th>
<th>Hours per day</th>
<th>Hours per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30 am – 6:30 pm</td>
<td>1</td>
<td>11</td>
<td>77</td>
</tr>
<tr>
<td>8:00 am – 8:00 pm</td>
<td>1</td>
<td>12</td>
<td>84</td>
</tr>
<tr>
<td>Team Leader</td>
<td>1</td>
<td>(varies)</td>
<td>10</td>
</tr>
</tbody>
</table>

2. **Meal Services**
   a. Purchase, prepare and serve daily noon meals for tenants of Riverview Terrace. The daily noon meal will be delivered daily by 11:45 a.m.
   b. A monthly calendar of meals will be provide at least two weeks prior to the following month.
   c. Meals will meet one-third (1/3) of the Recommended Daily Allowance (RDA). This minimum includes:
      - 3 oz. serving of meat, fish, poultry (protein)
      - ½ cup servings of vegetables, fruit and juice
      - Bread or bread alternative
      - Tsp. of butter or margarine
      - 8 oz. of milk
      - ½ cup or 2x2 piece of dessert
3. **Nursing Services**
   a. NCHC will provide up to eight (8) hours of Nursing Services per week.
   b. Nursing will perform a comprehensive assessment prior to admission for each person seeking admission or readmission.
   c. Nursing will reassess each tenant’s capabilities, needs, and preferences as identified in the comprehensive assessment at least annually to determine whether there have been changes that would necessitate a change in the service or risk.
North Central Health Care

Exhibit B
Compensation

Compensation for Services rendered in Exhibit A shall be paid by Authority to NCHC as follows:

Personal and Supportive Living Services - $21,500 per month

Food Services - $5,500 per month

Nursing Consultant Services - $2,500 per month

Invoices will be issued monthly and are due upon receipt. Unless otherwise agreed to by the parties, all invoices outstanding over 30 days will be charged interest at the lesser of 1% per month or the maximum rate permitted by law.
RESOLUTION # 20-005

AMENDING THE BYLAWS OF THE
WAUSAU COMMUNITY DEVELOPMNENT AUTHORITY

WHEREAS, the Wausau Community Development Authority (WCDA) is a public agency and in accordance with State Statute 66.1335 and other applicable sections conducts community development, blight elimination and other urban renewal activities, and

WHEREAS, The WCDA has adopted a set of Bylaws by which it operates; and

WHEREAS, The most recent amendment to the WCDA Bylaws was adopted on June 26, 2018, and staff has conducted a recent review to determine whether any existing provisions should be updated or revised; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the WCDA hereby approves the amendment of Article II, Sections 2, 4, 6, 9 of the Agency’s Bylaws as reflected on the attached revised versions of those sections; to update the job title of the Public Housing Manager to Assistant Director of the WCDA and authorize additional officers and staff to conduct financial business and transact financial affairs of the WCDA should the office of Executive Director becomes vacant; and

BE IT FURTHER RESOLVED, that all other provisions of the Bylaws as adopted shall remain in effect and the foregoing amendment shall be incorporated into the standing Bylaws of the WCDA.

AYES ________ NAYS ________ Approved Date: ________________________________

Wausau Community Development Authority

__________________________ ______________________________
Andy Witt Sarah Napgezek
Chair Vice Chair

__________________________ ______________________________
Christian Schock Betty Noel
Secretary/Executive Director Assistant Director of the WCDA
BYLAWS OF THE
COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WAUSAU

ARTICLE I - THE AUTHORITY

Section 1 - Name of Authority. The name of the Authority shall be “Community Development Authority of the City of Wausau”.

Section 2 - Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 3 - Offices of the Authority. The principal offices of the Authority shall be at 550 East Thomas Street, Wausau, Wisconsin 54403. In addition, the Authority may from time-to-time have offices as such other place or places as it deems necessary. The location of the Authority’s principal offices may be changed by appropriate resolution of the Authority.

Section 4 - Appointment of Members. The Mayor shall, with the confirmation of the Common Council, appoint seven (7) resident persons as commissioners to the Community Development Authority according to Wisconsin Statutes 66.1335, and Wausau Municipal Code 2.76.060.

ARTICLE II - OFFICERS

Section 1 - Officers. The officers of the Authority shall be a Chair, a Vice-Chair, and a Secretary/Treasurer (who shall be Executive Director).

Section 2 - Chair. The Chair shall preside at all meetings of the Authority. The Chair, Executive Director and Public Housing Manager Assistant Director of the WCDA are authorized to execute on behalf of the Authority all contracts, deeds, notes and other forms of obligations or instruments when duly authorized by the Commissioners of the Authority to do so. At each meeting the Chair shall submit such recommendations and information as he/she may consider proper concerning the business, affairs, and policies of the Authority.

Section 3 - Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair; and in case the Chair is no longer able to serve, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Authority shall select a Chairperson from among its members, pursuant to section 66.1201(5).

Section 4 - Secretary/Treasurer. The Secretary/Treasurer shall be the Executive Director and at the direction of the Secretary, the Public Housing Manager Assistant Director of the WCDA shall keep the records of the Authority, shall act as Secretary of the meetings of the Authority
and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to that office. The Secretary/Treasurer shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

The Secretary/Treasurer, or at the direction of the Secretary/Treasurer, the Public Housing Manager Assistant Director of the WCDA shall have the care and custody of all funds of the Housing Division and shall deposit the same in the name of the Authority in such bank or banks. The Secretary/Treasurer or the Public Housing Manager Assistant Director of the WCDA shall approve all checks for the payment of bills and shall delegate responsibility to pay out and disburse such monies.

The Secretary/Treasurer may delegate to the City of Wausau Finance Department payment of bills as set forth above.

Section 5 - Executive Director. The Executive Director shall serve as Secretary/Treasurer to the Authority and shall be the chief administrative officer of the Authority and shall direct, manage and supervise the Authority’s administrative operation and technical activities in accordance with and subject to the direction of the Authority. The Executive Director is authorized to sign all official documents including those associated with grant application processing.

Section 6 - Public Housing Manager Assistant Director of the WCDA. The Public Housing Manager Assistant Director of the WCDA shall serve as the Deputy Secretary/Treasurer to the Authority and shall perform the duties of the Executive Director or Secretary/Treasurer in the Secretary/Treasurer’s absence. Duties shall be carried out in accordance with the rules and regulations set up by the Community Development Authority and rules and regulations of the U.S. Department of Housing and Urban Development (HUD), Wisconsin Statutes, the Wisconsin Housing and Economic Development Authority (WHEDA), and other agencies as applicable.

Section 7 - Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time-to-time be required by the Authority or by the bylaws or rules and regulations of the Authority and which are necessary to promote the housing and redevelopment mission of the agency.

Section 8 - Election or Appointment. Successive commissioners shall be appointed by the Mayor. The Chair and Vice-Chair shall be elected from among the commissioners of the Authority.

Section 9 - Vacancies. Should the offices of Chair or Vice Chair become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. If the Executive Director position is vacant, any appointed Interim Executive Director, the Public Housing Manager Assistant
Director of the WCDA, or the Vice-Chair shall serve as Secretary/Treasurer to the Authority, until such time as the Executive Director is hired.

ARTICLE III - MEETINGS

Section 1 - Regular Meetings. Meetings shall be held by the Authority monthly, or as needed, and at a regular time. When the regular meeting falls on a legal holiday, a special meeting may be called in lieu of the regular meeting. All regular and special meetings of the Authority shall be held at the Authority's principal office or in such other public place as the Authority deems appropriate. All regular and special meetings, hearings, records and accounts of the Authority shall be subject to Wisconsin Statutes, Chapter 19.

Section 2 - Special Meetings. The Chair of the Authority may, when she/he deems expedient, and/or upon written request of any member of the Commission, call a special meeting of the Commissioners, whenever any one of them deems it necessary.

Section 3 - Meeting Agendas. Any commissioner may have any item of his or her choosing on an agenda of either a regular or a special meeting. Agendas shall be posted for public notice under Wisconsin Statutes Chapter 19.

Section 4 - Quorum. The powers of the Authority shall be vested in the Commissioners thereof in office from time to time. Four (4) Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. An item can be adopted with a majority of votes of the same persuasion.

Section 5 - Order of Business. The Secretary/Treasurer or the Deputy Secretary/Treasurer shall prepare an agenda for each meeting.

Section 6 - Motions. Motions shall be restated by the Chair before a vote is taken. The name of the maker of the motion and the second to the motion shall be duly recorded in the minutes of the meeting.

Section 7 - Voting. The voting on all questions coming before the Authority shall be by voice and shall not be recorded by "yeas" and "nays" unless requested by a member of the Authority.

Section 8 - Parliamentary Procedure. The parliamentary procedure utilized during Authority meetings shall be governed by Roberts Rules of Order.
ARTICLE IV - AMENDMENTS

Section 1 - Amendments to Bylaws. The bylaws of the Authority may be amended after an amendment has been introduced at any regular meeting or special meeting and referred to the next regular/special meeting. Adoption of an amendment shall be by a two-thirds vote of the voting quorum.

ARTICLE V - SUBCOMMITTEES

Section 1 - Subcommittees. The Authority may establish subcommittees as may (from time-to-time) be required.

Adopted this _____ day of __________________, 2020.

____________________________________
Chair

____________________________________
Secretary/Treasurer
Coronavirus Aid, Relief and Economic Security (CARES) Act Waivers

The Department of Housing and Urban Development (HUD) issued PIH 2020-05 COVID-19 Statutory and Regulatory Waivers for the Public Housing, Housing Choice Voucher, Indian Housing Block Grant and Indian Community Development Block Grant programs, Suspension of Public Housing Assessment System and Section Eight Management Assessment Program. Within this Notice, HUD is waiving and establishing alternative requirements for numerous statutory and regulatory requirements for the above listed programs.

The WCDA recommends adopting the following temporary Regulatory Waivers, effective May 1, 2020, specific to policy and administrative guidance related to the Housing Choice Voucher program.

8-II.C. ANNUAL/BIENNIAL HQS INSPECTIONS [24 CFR 982.405 and 982.406; Notice PIH 2016-05]

Current Policy
Starting January 1, 2016, each unit under HAP contract must be inspected within 24 months of the last full HQS inspection. Depending on the unit or landlord’s previous violation and repair history, inspections may be required annually. The PHA will not rely on alternative inspection standards.

Waiver: (PIH Notice 2020-05 8 HQS-5) Allows for a delay in biennial inspections. All delayed biennial inspections must be completed as soon as possible, but no later than 10/31/2020.

(The WCDA will use only in cases where the participant has requested a delay and has completed a WCDA-provided written request form. All participants with inspections due and scheduled during this period of availability, which ends 10/31/2020, will be notified by mail of the availability of this waiver.)

12-I.B. FAMILY NO LONGER REQUIRES ASSISTANCE [24 CFR 982.455]

As a family’s income increases, the amount of the housing assistance payment decreases. If the amount of assistance provided by the PHA is reduced to zero, the family’s assistance terminates automatically 180 days after the last HAP payment.

Current Policy
If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

Waiver: (PIH Notice 2020-05 9 HCV-6) Allows a PHA to extend the period of time (until 12/31/2020) after the last HAP payment is made before the HAP contract terminates automatically.

(This will allow those currently with zero HAP to remain on the HCV program for a period extending beyond the normal 180 days, due to the currently higher than normal risk of unemployment. Participants with zero HAP who are nearing 180 days without a HAP payment will be notified by mail of this waiver.)

Any waivers used will be tracked using a HUD-provided chart. The WCDA will document the date of waiver adoptions and maintain a log of individual participants to whom the waiver has been applied. This log will be used to assure that all inspections or terminations are completed by the deadline specified in the waiver.
### 2019 Occupancy Overview

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<th>Riverview Towers (149 Units) Occupancy %</th>
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<th>Housing Choice Vouchers Utilized</th>
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