OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, November 11, 2025 at 5:30 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:

Carol Lukens	Lisa Rasmussen
Micheal Martens	Sarah Watson
Terry Kilian	Vicki Tierney
Tom Neal	Lou Larson
Aaron Griner	Chad Henke
Becky McElhaney	

1 Call to order by the presiding officer.

2 Pledge of Allegiance, and Roll Call and Proclamations.

Proclaim November 11, 2025, as **Veterans Day**

3 Reading of the City of Wausau Public Comment Statement.

4 Comments and suggestions from preregistered citizens.

(Any person wishing to offer public comment on items unrelated to items appearing on the agenda must pre-register by providing a name and address in writing to the City Clerk's Office or chair of a standing committee. Public comments must be limited to items on the agenda if not pre-registered.)

5 Consent agenda.

74-0620 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.030(b) All Night Parking by Excluding Portions of McClellan Street between North 5th Street and North 6th Street.

25-1103 Resolution from the Finance Committee Adopting the 2026 Business Improvement District Operating Plan.

25-1108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

6 Ordinances and resolutions.

25-1102 Confirming Appointments of the Mayor of the City of Wausau to the Affordable Housing Regional Task Force.

25-1109 Resolution from the Finance Committee Adopting the 2026 City of Wausau Budget and General Property Tax to Support Same.

25-1109 Resolution of the Finance Committee Authorizing the Modification of Fees to the City of Wausau Fees and Licenses Schedule and Adopted Pursuant to Wausau Municipal Code §3.40.010(a) (2026 Comprehensive Fee Schedule)

25-1110 Preliminary Resolution from the Infrastructure & Facilities Committee Approving Levying Special Assessments for 2026 Street Construction Projects.

25-1113
Resolution of the Finance Committee Authorizing the Issuance and Sale of up to $311,838 Taxable General Obligation Promissory Notes, Series 2025 (2nd Issue), and Providing for Other Details and Covenants with Respect Thereto, and Approval of Related Financial Assistance Agreement.

25-1114 Resolution of the Finance Committee Authorizing the Issuance and Sale of up to $4,596,236 Water System Revenue Bonds, Series 2025, and Providing for Other Details and Covenants with Respect Thereto and Approval of Related $5,407,337 Financial Assistance Agreement.

25-1105 Resolution from the Finance Committee Approving Budget Modification for an Amendment with GEI Consultants for Environmental Consulting Services for the Former Wausau Business Incubator Site, WDNR BRRTS# 02-37-587081, at 1300 Cleveland Ave.

7 Suspend Rule 12(A) Referral of Resolutions.

16-1110 Resolution from the Finance Committee Accepting the 2026 Beat Patrol Grant for Wausau Police Department.

25-0910 A Resolution from the Common Council Approving Roadway Typical Sections for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street.

25-0910 B Resolution from the Common Council Approving a Multi-use Path Along the South Side of State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street.

25-0910 C Resolution from the Common Council Approving a New Sidewalk on the North Side of State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street.

25-0910 D Resolution from the Common Council Approving Street Lighting for State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street.

25-1112 Joint Resolution from the Committee of the Whole and Finance Committee Approving the Retention of Mueller Communications for Referendum Services and Related Budget Modification.

8 Announcement from Mayor and Alderpersons.

9 Communications, recommendations from the Mayor

10 Comments and suggestions from citizens present during Public Comment occurring both before and after the business meeting.

11 Adjournment.

Mayor Doug Diny, Chair

NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER

DATE: 11/05/2025
TIME: 4:00pm
POSTED BY: Kaitlyn Bernarde, City Clerk

This meeting can be viewed on YouTube and Channel 981 on Cable TV

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) 261-6622 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.

City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

Proclamation

WHEREAS, our veterans are brave and selfless individuals who, when duty called, willingly put themselves in harms way to defend the lives and liberty of others; and

WHEREAS, the contributions and sacrifices of the people who served in the Armed Forces have been vital in maintaining our freedoms and way of life; and

WHEREAS, their unwavering patriotism and enduring devotion to the ideals on which the United States is founded, can never fail to inspire us; and

WHEREAS, tens of millions of Americans have served in the Armed Forces of the United States during the last century; and

WHEREAS, hundreds of thousands of Americans have given their lives while serving in the U.S. Armed Forces during the past century; and

WHEREAS, we salute the members of the Armed Forces who are confronting our adversaries abroad and we honor the men and women who left America's shores but did not live to thanked as veterans. They will always be remembered in our Country; and

WHEREAS, our veterans understand the critical responsibilities carried by today's American service members; and

WHEREAS, today our veterans inspire new generations of Americans as we work to defeat terrorism and advance peace throughout the world; and

WHEREAS, in respect for and recognition of the contributions our servicemen and women have made to the cause of peace and freedom worldwide we celebrate Veterans Day; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim November 11, 2025, as

Veterans Day

In the City of Wausau, State of Wisconsin, and I commend this observance to all citizens so that they can celebrate the bravery and honor the contributions of our veterans to the principles of democracy, individual freedom, and human rights throughout history.

_____

Doug Diny
Mayor, City of Wausau
November 1, 2025

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

ORDINANCE OF INFRASTRUCTURE & FACILITIES COMMITTEE			
Amending Section 10.20.030(b) All night parking by excluding portions of McClellan Street between North 5th Street and North 6th Street			
Committee Action:	Approved 5-0	**Ordinance Number:**	
Fiscal Impact:	None		
File Number:	74-0620	**Date Introduced:**	November 11, 2025

The Common Council of the City of Wausau do ordain as follows:

Add ( )
Delete (———)

Section 1. That Section 10.20.030(b) All night parking, is hereby amended to read as follows:

. . . .

(b) Between the hours of 2:30 a.m. and 6:00 a.m., no person shall park a vehicle in an area, including both sides of the streets and bounded on the north by McIndoe Street from its intersection with First and Sixth Streets; on the west by First Street from McIndoe Street to Forest Street; on the south by Forest Street from First Street to Sixth Street; and on the east by Sixth Street from Forest Street to McIndoe Street. except for

- North side of McClellan Street extending west on McClellan Street beginning at N. 6th Street to a point 210 feet west of centerline of N. 6th Street.
- South side of McClellan Street extending west on McClellan Street beginning at N. 6th Street to a point 150 feet west of centerline of N. 6th Street.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

_____
Doug Diny, Mayor

Attest:

_____
Kaitlyn A. Bernarde, Clerk

Date of Meeting: October 9, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson
Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Lori Wunsch

Discussion and possible action amending Section 10.20.030(b) by excluding portions of McClellan Street between North 5th Street and North 6th Street

Wesolowski explained that this area is part of the downtown parking restrictions where residents cannot park overnight between 2:30 am and 6:00 am. Residents have requested this area be excluded so they can park overnight.

Neal moved to approve the request. Seconded by Watson.

6th Street is a busy street and Neal wonders if no parking here to corner should be posted so parked vehicles do not obstruct visibility. Wesolowski said people park there now during the day and it hasn't been an issue. If it becomes an issue, we can address it.

There being a motion and a second, motion to approve passed 5-0.

DRAFT

Agenda Item No.
7

STAFF REPORT TO INFRASTRUCTURE & FACILITIES COMMITTEE – October 9, 2025

AGENDA ITEM

Discussion and possible action amending Section 10.20.030(b) by excluding portions of McClellan Street between North 5th Street and North 6th Street

BACKGROUND

The current ordinance reads:

(b) Between the hours of 2:30 a.m. and 6:00 a.m., no person shall park a vehicle in an area, including both sides of the streets and bounded on the north by McIndoe Street from its intersection with First and Sixth Streets; on the west by First Street from McIndoe Street to Forest Street; on the south by Forest Street from First Street to Sixth Street; and on the east by Sixth Street from Forest Street to McIndoe Street.

There has been a request to exempt the area on the map in front of the following addresses:

522 McClellan Street
525 McClellan Street
526 McClellan Street
529 McClellan Street
530 McClellan Street

See the attached map.

FISCAL IMPACT

Minimal.

STAFF RECOMMENDATION

Engineering staff has no objections.

Staff contact: Allen Wesolowski 715-261-6762

ArcGIS Web Map

10/1/2025, 3:26:50 PM

Parcel

Right Of Way

2025

2025

1:924

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE			
Approving the 2026 Operating Plan for Business Improvement District (BID) No. 1			
Committee Action:	Approved 5-0		
Fiscal Impact: $0	The Bid plan allows businesses within the district to establish assessments to fund activities that develop, manage, and promote the district		
File Number:	04-1006	**Date Introduced:**	November 11, 2025

WHEREAS, the Business Improvement District Board has approved the 2026 operating plan which provides for special assessments of $76,384.80 to fund Main Street activities; and

WHEREAS, state statutes require approval by the local legislative body; now therefore

BE IT RESOLVED, by the Common Council of the City of Wausau that the 2026 operating plan for Business Improvement District No 1 is hereby adopted; and

BE IT FURTHER RESOLVED, that the proper City officials are hereby authorized and directed to meet the city's obligation under the plan, including, but not limited to, the levy of special assessments.

Approved:

_____

Doug Diny, Mayor

OPERATING PLAN
FOR
CALENDAR YEAR 2026
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF
WAUSAU, WISCONSIN

OPERATING PLAN FOR THE CALENDAR YEAR 2026
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF WAUSAU, WISCONSIN

TABLE OF CONTENTS

I. **INTRODUCTION** 1

II. **DISTRICT BOUNDARIES** 1

III. **OPERATING PLAN** 1
- A. Plan Objectives 1
- B. Proposed Activities 2
- C. Expenditures and Financing Method 4
- D. Organization of the District Board 5

IV. **METHOD OF ASSESSMENT** 6
- A. Annual Assessment Rate and Method 6
- B. Excluded and Exempt Property 7

V. **PROMOTION OF ORDERLY DEVELOPMENT OF THE CITY** 8
- City Role in District Operation 8

VII. **FUTURE YEAR OPERATING PLANS** 9
- A. Changes 9
- B. Admendment, Severability and Expansion 8
- C. Automatic Termination Unless Affirmatively Extended 8

VIII. **GENERAL** 9

IX. **APPENDICES**

- A. District Boundary Map
- B. 2026 Budget

OPERATING PLAN FOR CALENDAR YEAR 2026
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF WAUSAU, WISCONSIN

I. INTRODUCTION

Under Wisconsin Statute section 66.1109, (the "BID Law") cities are authorized to create Business Improvement Districts ("BIDs") upon the petition of at least one owner of property used for commercial purposes within the District. The purpose of the BID Law is ". . .to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities." 1983 Wis. Act 184, Section 1, legislative declaration.

BID assessments are similar to traditional special assessments wherein property owners are assessed for improvements or services that benefit them. Unlike the traditional special assessments, however, BID assessments can be used to finance a wider range of activities, services and improvements such as The River District activities, special events, business retention, expansion and recruitment, promotions and marketing, and seasonal street decorations.

Pursuant to BID Law, an operating plan ("Operating Plan") must be presented to all property owners of the proposed City of Wausau, Wisconsin Business Improvement District No. 1 (the "District"). The Operating Plan must show the services to be offered by the District, expenditures by the District, the special assessment method applicable to properties within the District for the second year of the BID, and other requirements of the BID Law.

II. DISTRICT BOUNDARIES

The Business Improvement District area shown in the map located in Appendix A, which is attached hereto and incorporated herein by this reference. This entire area represents the heart of Wausau's central business district. The area also encompasses the area designated as the River District Wausau.

III. OPERATING PLAN

A. Plan Objectives

The objective of the Wausau River District, Inc. is to further promote the development, redevelopment, operation and promotion of the River District for the physical and economic benefit of all business and property owners within the BID as well as the entire Wausau community through the partial financing of the operating budget of Wausau River District, Inc. This is to occur in conjunction with the continued funding of these efforts by the City of Wausau.

Wausau River District, Inc. was accepted into the Wisconsin Main Street Program in 2002. Each year the program is provided three architectural drawings, available to any business or commercial property owner in the River District, by the Wisconsin Main Street Program. The Program also provides a maximum of two on-site business assistance visits and a one-day technical assistance visit, available to any business or commercial property owner in the River District. In addition, Wausau River District, Inc. holds regular committee meetings and listening sessions.

In conjunction with Wausau Events, Inc., the Main Street Program assists the organization of many beneficial and enjoyable events, such as Concerts on the Square, Winter Fest, Harvest Fest and the Holiday Parade. These events have attracted locals and visitors alike to the River District.

Wausau River District, Inc. continues to adopt and undertake work plans to develop and promote the River District as an exciting place to live, learn, work and play, through collaborative efforts that involve area businesses, public and private institutions and property owners.

B. Proposed Activities

With the funding from the BID, the Main Street Program is planning for 2026 the following programs, either directly, or through cooperative efforts with Wausau Events, Inc. and the City of Wausau:

I. Community Development

Goal: Foster community growth and economic vitality through strategic support, development, and engagement.

- Strategy 1: Support River District Businesses With Targeted Education & Resources.
    - Business Workshop Series
    - Updated Business Resource Guide
    - Operate the Sign Grant Program

- Strategy 2: Advocate For Growth Through Targeted Development & Revitalization Efforts.
    - Advocate For and Engage with Residential Development In and Around the District
    - Create Pop-Up Shop Window Displays In Vacant Storefronts

- Strategy 3: Implement Events That Have a Direct Economic Impact in the District as a Destination
    - Galentine's Cookie Crawl
    - Sip & Stroll
    - River West Signature Event

II. Placemaking

Goal: Enhance the sense of place through thoughtful design, creative initiatives, and vibrant public events.

- Strategy 1: Strengthen the Sense of Place & Experience Through Design & Placement of Signage
    - Provide RiverWest Wayfinding/Gateway Signage

- Strategy 2: Promote Sense of Place within the District Through Creative Means
    - Sky Art Installation
    - Painted Crosswalks
    - Rain Stencils

- Strategy 3: Promote Sense of Place Through Events That Activate Public Spaces
    - Wausau Night Market Series
    - Holiday Market
    - Self-Guided Tours of Murals & Historic Buildings via QR Code

III. Marketing/Promotion

Goal: Implement initiatives that celebrate local culture, while strengthening the district's branding and identity.

- Strategy 1: Host Events & Use Marketing Tools to Increase District Engagement & Visibility.
    - State of the River District Stakeholder Cocktail Mixer
    - Hot Happenings Weekly Newsletter
    - 12 Months CWA Video Ads
    - Kiosk Business Listings Update

- Strategy 2: Develop Content to Promote & Clarify the District's Brand & Identity to the Community
    - "Meet Your Main Street: Wausau River District" Marketing Campaign
    - Take Professional Photos of the District/Events for Marketing Use

- Strategy 3: Create & Promote Campaigns to Highlight the District's Unique Offerings & Accomplishments
    - "Downtown Day Out" Itinerary Campaign
    - Shop Local Seasonal Video/Ad
    - Expanded "We Are Wausau" Campaign
    - Wisconsin Main Street Awards Submissions

IV. Organizational Administration

Goal: Strengthen organizational effectiveness and community presence through strategic growth and engagement.

- Strategy 1: Manage & Diversify Organizational Funding
    - Maintain/Secure Funding for Work Plans
    - Operate the FORD Program
    - Pursue Grant Opportunities

- Strategy 2: Engage in Community Outreach
    - Annual newsletter and business resource guide
    - Engage in a Public Speaking Opportunities
    - Host Quarterly Community Roundtable Meeting

- Strategy 3: Develop, Recruit, & Engage New Board and Team Members
    - Recruit New Board Members and Committee Members
    - Recruit New Volunteers
    - Employee/Volunteer Appreciation

Based on resources, time and BID Board discretion, some of these programs may not be fully implemented. The BID Board acknowledges that the Main Street Program may conduct other

activities similar to those above, to carry out the objectives identified above. The BID Board further acknowledges that the Main Street Program may not achieve full completion of all of the activities outlined above. In addition, the BID shall have all powers granted under the BID Law, including to collect the assessments provided herein, and to carry out the purposes of this Operating Plan.

C. Expenditures and Financing Method

The operating budget for the District is $76,384.80 which will be collected through the BID assessment. The BID expenditure represents the partial funding of the 2026 Main Street Program, Wausau River District, Inc. This funding will be made upon written request from Wausau River District, Inc. to the extent of funds collected by the City of Wausau pursuant to the assessment levied hereby. The projected revenue and expenditures for year 2026 of Wausau River District are identified on Appendix B, which is attached hereto and incorporated herein. The actual budget will be adjusted if the actual revenue received is less than projected. The adjustments could include revising or eliminating individual budget line items as determined by the BID Board of Directors. Expenditures are intended to be made in a fair and equitable basis throughout and for the benefit of the entire District. In the event that a surplus exists at the end of any fiscal year, the monies may be carried over for expenditures in subsequent years.

The Operating Budget for any BID year will be subject to the approval of the City of Wausau, as set forth in Wisconsin Statutes section 66.1109. While this budget does not, the BID Board acknowledges that if any year's annual operating budget exceeds the prior year's annual operating budget by 4% or more, such budget must be approved by a 2/3 majority of the entire District Board. No capital improvements are currently planned by the District. For the purpose of this Operating Plan, "capital improvement" means any physical item that is permanently affixed to real estate including, without limitation, street lighting and sidewalk improvements. The term "capital improvement" shall not include, among other things, any maintenance equipment or supply, any communications equipment, any vehicles, any seasonal improvement or any holiday lighting or decoration. After the District Board has approved the annual operating plan and budget, they will be sent to the City for approval, adoption and inclusion in the City's annual budget for the following year.

The District may not borrow funds.

The District will continue to support Wausau River District's efforts to solicit gifts, grants and other voluntary contributions from parties outside the Main Street Program boundaries.

D. Organization of the District Board

The Mayor shall appoint members, who will culturally represent Wausau's diverse communities, to the District Board (the "Board"), and the Wausau City Council will act on the confirmation of such appointments. The Board shall be responsible for implementation of this Operating Plan. This requires the Board to negotiate with providers of services and materials to carry out the Operating Plan; to enter into various contracts; to monitor the effectiveness of the District's activities, to aid compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of District assessments.

Wisconsin Statutes section 66.1109(3)(a) requires that the Board be composed of at least five members and that a majority of the Board members shall either own or occupy real property in the District. If the actual property or business owner is an entity, that entity shall designate a representative to act on its behalf.

The Board shall be structured and operate as follows:

1. Board Size – 11 members.

2. Composition –

   Business Owners – four members, representing owners of commercial business in the area;

   Property Owners – five members, representing owners of commercial property in the area;

   Government – one member, representing the City of Wausau; and

   Wausau River District, Inc. – one member, representing Wausau River District, Inc., Inc.

   In addition, the following representatives shall be appointed by the Mayor who shall not be formal members of the Board and therefore cannot vote, but who will represent the following constituency, and advise the Board, and shall be notified of all Board meetings, shall be able to attend such Board meetings and give input to the Board:

   Board of Wausau River District, Inc. – all members (without votes) of the Board of Directors of Main Street Wausau, Inc.

3. Term – Appointments to the Board shall be two classes (of five and six members per class respectively) for staggered periods of two years.

4. Compensation – None.

5. Open Meetings Law – All meetings of the Board shall be governed by the Wisconsin Open Meetings Law if and as legally required.

6. Record Keeping – Files and records of the Board's affairs shall be kept pursuant to the Wisconsin Public Records Law.

7. Staffing and Office – To be determined as necessary.

8. Meetings – The Board shall meet regularly, at least once every three months. An annual meeting will be planned for all property/business owners.

9. Executive Committee – The Wausau River District, board of directors shall elect from its members a chair, a vice-chair, a secretary, and a treasurer who shall comprise an Executive Committee of the Board. The Executive Committee of the Board shall

be authorized to oversee the day-to-day operations of the District, including the execution of minor contracts, and the signing of checks, subject to the controls adopted by the Board.

10. Committees – To be determined as necessary.

11. Non-Voting Advisors – The Board will have non-voting advisors, as identified above.

12. Powers – The Board shall have all powers necessary and convenient to implement the Operating Plan, including the power to contract.

13. Annual Report – The Board shall prepare and make available to the public annual reports, including an independent certified audit conducted by the City of Wausau, as required by the BID Law.

IV. **METHOD OF ASSESSMENT**

A. Annual Assessment Rate and Method

The annual assessment for District operating expenses will be in direct proportion to the equalized assessed value of that property within the District.

The total assessment for each assessed parcel is formulated as follows:

1. Divide the proposed annual District budget by the total assessed valuation (as reflected on the City's tax rolls) of all property within the District that is subject to assessment as provided by law.

   (Note - this quotient shall expressed to the nearest 1/10,000 and be referred to so the "BID Mil Rate")

2. Multiplying the BID Mil Rate by the assessed valuation of each Assessable Property (as defined herein), the product of which shall be the District's initial assessment of that Assessable Property, but shall be subject to the adjustments set forth in Section IV.A.3 below.

3. Notwithstanding the foregoing, the total of the District's assessment for each Assessable Property shall not exceed $3,009.00 nor be less than $309.00, which is computed using the following steps:

   a. first, all Assessable Properties whose initial assessment is less than $309.00 shall have their assessment adjusted to $309.00;
   b. second, any excess assessment created by the adjustment made in subsection a. shall be applied to reduce the initial assessment of all other Assessable Properties within the District;
   c. third, all Assessable Properties whose initial assessment is greater than $3,090.00 shall have their initial assessment adjusted to $3,090.00;
   d. fourth, any deficit of assessment created by the adjustments made in subsection c. shall be allocated among all other Assessable Properties on a

proportionate basis, this basis being equivalent to what the total assessed value of Assessable Property bears to the total assessed value of all Assessable Properties in the District.

4. Use of each Assessable Property as of January 1 in the year of assessment, as reflected in the records of the Assessor for the City of Wausau, shall control for purpose of the District's assessment.

For purposes of this Operating Plan, an "Assessable Property" shall be defined as a parcel of land subject to assessment hereunder and under the BID Law, with a separate Tax Key Number, as identified in the City of Wausau's Assessor's Office.

The BID assessment is hereby levied by the City of Wausau, which shall be a lien against each of the tax parcels of real property contained in the District, unless exempted as identified herein, under the power of Wisconsin Statutes Chapter 66. Such special assessments are hereby levied by the City of Wausau by adoption of this BID Plan. The city comptroller is authorized to include the BID assessment on bills for properties subject to the assessment within the designated Improvement District for calendar year 2026.

The City of Wausau shall collect such BID assessments and shall provide to the BID Board an accounting of the amounts received and the tax key numbers for which they are collected. All assessments shall be placed in a segregated account in the City's treasury. The City shall disburse the funds when the BID Board requisitions payments for its expenses that are authorized by the BID Operating Plan. All interest earned by virtue of temporary investment of funds in the BID account shall remain in the account for activities delineated in the BID Operating Plan.

All assessments hereby levied shall be due and payable on or before the due date of the first installment of real estate taxes on the properties assessed hereby. No assessments levied hereby may be paid in installments.

B. Excluded and Exempt Property

The BID statute requires explicit consideration of certain classes of property. In compliance with the law, the following statements are provided.

1. Wisconsin Statutes section 66.1109(1)(f) 1m: The District will not contain property used exclusively for manufacturing purposes.

2. Wisconsin Statutes section 66.1109(5)(a): Property used exclusively for residential purposes will not be assessed.

   Property exempt from general real estate taxes, for the calendar year in which the BID Operating Plan is adopted, are hereby excluded from the District by definition, even though the boundaries of the District would otherwise include them. Owners of tax exempt property adjoining the District and expected to benefit from District activities will be asked to make a financial contribution to the District on a voluntary basis. In addition, those tax exempt properties adjoining the District which are later determined no longer to be exempt from general property taxes, and tax exempt properties whose owners consent in writing to be assessed, shall automatically

become included within the District and subject to assessment under any current operating plan without necessity to undertake any other act.

V. PROMOTION OF ORDERLY DEVELOPMENT OF THE CITY

Under Wisconsin Statutes section 66.1109(1)(f) 4, this Operating Plan is required to specify how the creation of the District promotes the orderly development of the City. The District will increase the vitality of the Main Street Program Area and central business district and, consequently, encourage commerce in the City. Increased business activity in the City will increase sales tax revenues and property tax base.

City Role in District Operation

The City has committed to assisting owners and occupants in the District to promote its objectives. To this end, the City has played a significant role in creation of the District and in the implementation of the Operating Plan. In furtherance of its commitment, the City shall:

1. Maintain services to Wausau River District at their current levels;

2. Maintain the City's current financial commitment to Wausau River District, Inc. for $26,591.00 per year in funding;

3. Handle the billing and collection of the BID assessment as provided herein;

4. Have the City Attorney make a legal opinion that the BID Operating Plan complies with the requirements of the BID Law; and

5. Annually perform an independent certified audit of the implementation and operating plan pursuant to section 66.1109(3)(c) of the BID Law.

VII. FUTURE YEAR OPERATING PLANS

A. Changes

This Operating Plan is designed to authorize and control the BID for only its 2026 activities.

Wisconsin Statutes Section 66.1109(3)(b) requires the Board and the City to annually review, approve, and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms proposed activities, information on specific properties, budget amounts and expenditures are based solely upon current conditions. Subsequent years' activities, budget, and assessments will be provided in the required annual plan updates, and approval by the Common Council of such plan updates shall be conclusive evidence of compliance with this Operating Plan and the BID Law.

B. Amendment, Severability and Expansion

The District has been created under authority of Wisconsin Statutes section 66.1109. Should any court find any portion of this Operating Plan, or the BID Law invalid or unconstitutional its

decision will not invalidate or terminate the District and this Operating Plan shall be amended to conform to the law without need of re-establishment.

C. Automatic Termination Unless Affirmatively Extended

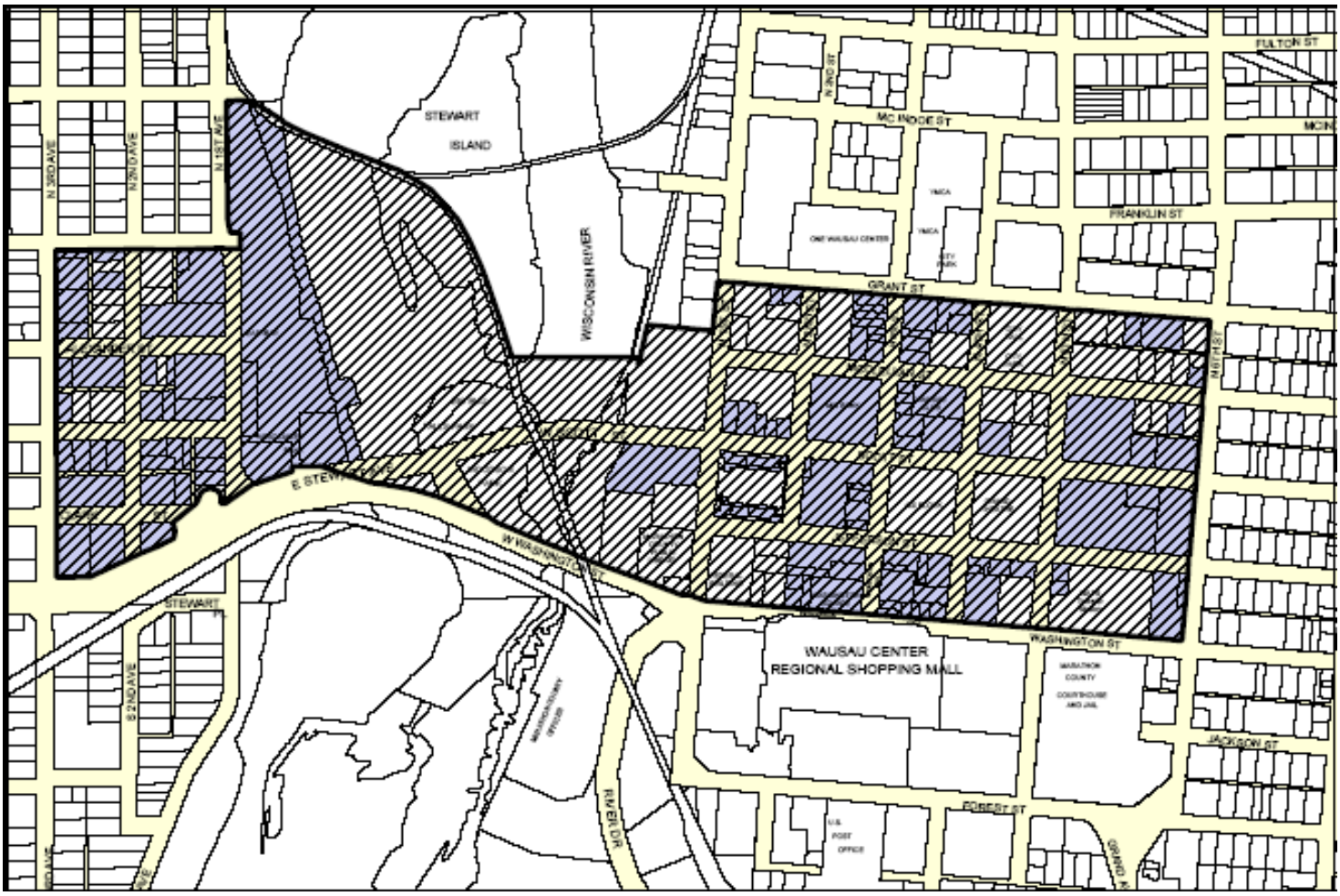
The District Board shall not incur obligations extending beyond 2026.

VI. **GENERAL**

All exhibits referenced herein are incorporated herein by reference.

APPENDIX A

RIVER DISTRICT MAP



APPENDIX B

WAUSAU RIVER DISTRICT, INC.

	General Fund	Placemaking	Marketing	Community	Admin	TOTAL
REVENUES						
Grants	$ 26,591					26,591
BID Funds	$ 74,160					74,160
Other (Sponsorships, advertising)	$ 74,025					74,025
Total Revenues	$ 174,776	$ -	$ -	$ -	$ -	174,776
EXPENDITURES						
Administration:					140,300	140,300
Projects:		32,400	7,750	10,000		50,150
TOTAL EXPENDITURES		32,400	7,750	10,000	140,300	190,450
Excess (Deficiency) of Revenues over Expenses						

BID Board meeting October 13, 2025

Minutes

In attendance: Mark Craig, Mary Gallagher, Mark McKinley, Robb Shepherd, Randy Fifrick (City of Wausau), Liz Wendt (Wausau River District)

Call to Order: 8:12am, Craig

1. Approval of April 30, 2025, Minutes – tabled
2. Wausau River District work plan and budget proposal
    a. Wendt told the Board that these goals, objectives, and strategies came out of the 2017 operating plan and are largely the same as have been presented for the past 4-5 years. She went thought the following work plan:
        i. Exec/Admin:
            1. Administrative expenses
            2. Manage and diversify funding
            3. Engage in community outreach
            4. Develop, recruit, and engage new board and team members
        ii. Placemaking:
            1. Strengthen sense of place and experience through design
            2. Promote sense of place within the district through creative means
            3. Promote sense of place through events that activate public spaces
        iii. Marketing and Promotion:
            1. Host events and use marketing tools to increase district engagement and visibility
            2. Develop content to promote and clarify District's brand and identity
            3. Create and promote campaigns to highlight the district's unique offerings and accomplishments
        iv. Community Development:
            1. Support River District businesses with targeted resources and education
            2. Advocate for growth through targeted development and revitalization efforts
            3. Implement events that have a direct economic impact in the District as a Destination
    b. Total Anticipated Revenue:

i. BID: $76,384.80 (last 3% increase from 2023, continuing 3% increase every 3 years as authorized at October 2017 BID Board meeting for 2018, this is the third increase)
    1. Floors and aps in place
ii. City of Wausau grant: $26,591
iii. Private investment dollars $74,025 includes sponsorships, grants, vendor fees, Canned beverage fees
iv. Total budget for 2026: $174,776
    1. May run a deficit in 2026

c. Craig asked about director salary. Wendt said she recalled most recent hire at $55,000, this year will start at $65,000 and Wausau River District board is prepared to offer some lifestyle benefits in lieu of traditional fringe benefits. She noted that the job description is available on wausauriverdistrict.org and applications are due October 24, 2025.
d. Craig asked about upcoming events. Wendt said there are two: Small Business Saturday that will feature a Santa, and the Holiday Market. Board members asked for more details on both events that Wendt could not recall but referred Board members to Wausau River District support staff who handle events: alyson@wausauriverdistrict.org and alex@wausauriverdistrict.org.
e. Craig asked about next Wausau River District board meeting, which Wendt informed him is is Thursday, October 16, 2025, at 8am at Ruder Ware offices.

3. McKinley moved to approve, Shepherd seconded, passed unanimously
4. BID Board members
    a. Craig addressed this noting the need for a property owner and business owner.
    b. Wendt noted that the Operating Plan calls for 11 members and the makeup outlined in the: 4 of commercial businesses, 5 property owners, 1 City of Government rep, 1 River District rep, and this Operating Plan should be amended.
    c. Wendt further informed the board that Wausau River District and the BID Board used to have overlapping members and there are currently none. Wausau River District has Board openings as well so that should be considered in appointments. Craig reiterated this point at the end of the meeting.
    d. Craig informed the Board that Magnolia Soap is leaving, leaving a total of three vacancies.

e. Craig, Gallagher, and McKinley offered various business and property owner suggestions.

Adjourn

a. McKinley moved to adjourn, Shepherd seconded, passed unanimously

OFFICIAL MINUTES
REGULAR MEETING

DRAFT

MEETING:	Finance Committee
DATE/TIME:	Tuesday, October 28, 2025 at 5:15 PM
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403

MEMBERS:
Michael Martens (C) Vicki Tierney (VC)
Becky McElhaney Chad Henke
Sarah Watson

Members Present: Michael Martens, Vicki Tierney, Becky McElhaney , Sarah Watson, Chad Henke
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:16 PM.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

None.

2 Consideration of the minutes of the preceding meeting(s).

Motion by Alderperson Watson, seconded by Alderperson Tierney, to Approve Minutes. Motion Passed 5-0.

September 29, 2025 Budget Session #1 Finance Committee Minutes

September 30, 2025 Budget Session #2 Finance Committee Minutes

October 6, 2025 Budget Session #3 Finance Committee Minutes

October 13, 2025 Budget Session #4 Finance Committee Minutes

October 14, 2025 Joint Finance Committee and Economic Development Committee Minutes

3 Discussion and possible action.

a. 2026 Business Improvement District Operating Plan.

Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve. Motion Passed 5-0.

b. Authorizing the issuance and sale of up to $311,838 Taxable General Obligation Water System Promissory Notes, Series 2025, and providing for other details and covenants with respect thereto and approval of related $9,450,172 financial assistance agreement.

Finance Director Groat stated this item was to close the loan for the 2025 Lead Service Line Project. In 2024 the program was paid with taxable general obligation promissory notes. In 2025, the homeowner's share was paid with general obligation promissory notes, and the revenue bonds would be for the utility's share. Groat stated the city

would get a highly discounted rate again due to participating in the Safe Drinking Water Program and receiving principal forgiveness. Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve. Motion Passed 5-0.

c. Authorizing the issuance and sale of up to $4,596,236 Water System Revenue Bonds, Series 2025, and providing for other details and covenants with respect thereto and approval of related $5,407,337 financial assistance agreement.

Public Works Director Eric Lindman stated this item would pay for the city's side of the 2025 Lead Service Line. Motion by Alderperson Henke, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Recommending a 2026 Budget including setting the 2026 Fee Schedule.

Finance Director Groat stated that City staff estimated a 1.5% increase in assessed manufacturing value, and actuals came in at a 1.36% increase. This impact would increase the tax rate by $0.01. When the Finance Committee started its budget deliberations, it had a 8.75 tax rate (a $0.04 increase from the prior year), and the Finance Committee decreased the tax rate by $0.02. Now the actual manufacturing assessed valuation increased the tax rate by $0.01. The net change to the taxpayer If the budget was adopted as recommended by Finance, would be a $0.03 increase from the prior year. Chair Martens stated the increase would be $0.03 per $1,000 of assessed property value.

Alder McElhaney said she would not be voting to support the fee schedule because she voted against the pet license and is still against it.

Alder Watson asked if the city could increase the animal license late fee. Groat clarified Wisconsin state statutes stated what the late fee could be.

Alder Tierney stated she could not support the fee schedule, because the fees are directed too much at individuals trying to make ends meet. Alder Tierney asked why we were required to give funds to the county. Director Groat stated that Wisconsin statues require it to cover the county expenses including non-dog strays. Police Chief Barnes stated the city has two contracts with the humane society: held for cause and non-dog strays. The county is statutorily obligated for dog strays. The city pays $180 per cat, and the county pays an amount for per dog.

Chair Martens stated that if they wanted to keep the city's portion the same as last year, they would have to increase the fee to $27. Alder Watson asked if they would be able to compromise at $25.

Alder Tierney questioned why there was a reduction in the microchip discount. Director Groat stated that it was to help make the math easier for people who have difficulty totaling the animal license fee they owe.

Tierney stated there were items on the fee schedule that did not make a profit, but with animals it is not about profit.

Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve the Fee Schedule Without the Pet Animal License Fees. Motion Passed 5-0.

4 Adjournment.

Motion by Alderperson Henke, seconded by Alderperson Tierney, to Adjourn. Motion carried. Meeting adjourned at 5:41PM

City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE			
Approving or Denying Various Licenses as Indicated.			
Committee Action:	Approved 4-0		
Fiscal Impact:	None		
File Number:	25-1108	**Date Introduced:**	November 11, 2025

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☒ No☐		
	Included in Budget:	Yes☐ No☐	*Budget Source:*	
	One-time Costs:	Yes☐ No☐	*Amount:*	
	Recurring Costs:	Yes☐ No☐	*Amount:*	
SOURCE	*Fee Financed:*	Yes☐ No☐	*Amount:*	
	Grant Financed:	Yes☐ No☐	*Amount:*	
	Debt Financed:	Yes☐ No☐	*Amount*	*Annual Retirement*
	TID Financed:	Yes☐ No☐	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its October 20, 2025 regular meeting, and has made recommendations that are attached hereto and recommends these actions to the Council for its approval; and

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

_____

Doug Diny, Mayor

PHS Date 10/20/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
218083	9010 - Bartender/Operator New	GRAJKOWSKI, BRAXTEN	221 SCOTT ST. #506 WAUSAU WI 54403		FUEL ON #62	07/01/2025	06/30/2026	No	No	
217939	9010 - Bartender/Operator New	VANG, FAYSIA	241889 COUNTY RD WW WAUSAU WI 54403		KWIK TRIP #601	07/01/2025	06/30/2026	No	No	
217830	9011 - Bartender/Operator 2-Yr Renewal	ADAMS, LINDSEY	1913 CAROL DR WAUSAU WI 54401		FUEL ON #62	07/01/2025	06/30/2027	No	No	
218820	9027 - Class II	PATINO, MARIELA	163315 TALIESIN WAY WESTON WI 54476	OUR LADY OF GUADALUPE PILGRIMAGE on DECEMBER 12, 2025 Organized by MARIELA PATINO					Yes	
218663	9061 - "Class A" Beer & Liquor	JONES, SAMANTHA	W985 GOLF COURSE RD BRODHEAD WI 53520		HY-VEE FAST AND FRESH	10/15/2025	06/30/2026	Yes	Yes	
218657	9061 - "Class A" Beer & Liquor	JONES, SAMANTHA	W985 GOLF COURSE RD BRODHEAD WI 53520		HY-VEE	10/15/2025	06/30/2026	Yes	Yes	
218660	9075 - Cigarette	JONES, SAMANTHA	W985 GOLF COURSE RD BRODHEAD WI 53520		HY-VEE	10/15/2025	06/30/2026		Yes	
218664	9075 - Cigarette	JONES, SAMANTHA	W985 GOLF COURSE RD BRODHEAD WI 53520		HY-VEE FAST AND FRESH	10/15/2025	06/30/2026		Yes	

Total Licenses **8**

OFFICIAL MINUTES
REGULAR MEETING

DRAFT

MEETING:	Public Health and Safety Committee
DATE/TIME:	Monday, October 20, 2025 at 5:15 PM
LOCATION:	Wausau City Hall (407 Grant Street) Council Chambers

MEMBERS:
Lisa Rasmussen (C) Lou Larson (VC)
Becky McElhaney Sarah Watson
Carol Lukens

Members Present: Lisa Rasmussen, Lou Larson, Becky McElhaney , Sarah Watson
Members Not Present:
Members Excused: Carol Lukens
Present 4, Not Present 0, Excused 1

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:16 PM.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

1. Matt Brewer, Owner of Matt's 101 Pub - spoke on an event held by the establishment.
2. Phil Rentmeester, Emergency Management Director of Marathon County Emergency Management - spoke on emergency management initatives.

2 Consideration of the minutes of the preceding meeting(s).

Motion by Alderperson Larson, seconded by Alderperson Watson, to approve all items outlined below. Motion Passed, 4-0.

September 15, 2025 Regular Public Health & Safety Committee Minutes

3 Discussion and possible action.

Approval or denial of various license applications.

Rasmussen stated Braxten Grajkowski and Faysia Vang, applicants for New Bartender/Operator License, did not appear to appeal the denial recommendation. It was stated Renee West, applicant for New Bartender/Operator License, appeared to appeal the denial recommendation.

Rasmussen stated the applicant that appeared to appeal the denial recommendations could communicate with the City Clerk to submit evidence of rehabilitation to distribute to the Chief of Police and the committee to have the recommendation overturned. It was stated that a recommendation based on that communication would come at the next committee meeting.

Rasmussen stated Lindsey Adams, applicant for Bartender/Operator Renewal License, did not appear to appeal the denial recommendation.

Motion by Alderperson Larson, seconded by Alderperson Watson, to approve or deny various license as recommended by staff with the exception of Renee West. Motion Passed

4-0.

4 Discussion.

Wausau Fire Department Quarter 3 2025 Report.

Report placed on file.

Wausau Police Department Quarter 3 2025 Report

Report placed on file.

Tavern Activities Report from September 2025.

Larson requested that Bull Falls Brewing within the report be listed by the correct name of Bull Falls Brewing Company on future reports.

Report placed on file.

Community Outreach Update.

Larson requested a future update on the progress of the Bridge Street Mission expansion.

Report placed on file.

5 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson McElhaney, to adjourn. Motion carried. Meeting adjourned at 05:41 PM.

Kody Hart, Deputy City Clerk

TEL: (715) 261-6616
FAX: (715) 261-6626

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

RE: Approve or deny various licenses as indicated on the attached summary report of all applications received.

DATE: September 11, 2025

Applications as listed have or will have a background check run by staff and reviewed by the Police Chief or a designee. In accordance with city ordinance, all permits approved are held for debts owed to the city until the debt is paid in full.

STAFF RECOMMENDATIONS

Approve or deny as indicated on the summary report attached, including those that may be introduced at the meeting. Further summaries on staff recommendations are outlined below.

1. **Denial Recommendations – Bartender/Operator New:**
   - **Braxten Grajkowski –** This application is recommended for denial due to possession of child pornography and 4th degree sexual assault conviction in 2024.
   - **Faysia Vang –** This application is recommended for denial due to 3 battery convictions in 2024.
   - **Renee West –** This application is recommended for denial due to battery convictions in 2023.
2. **Denial Recommendation – Bartender/Operator Renewal:**
   - **Lindsey Adams** This application is recommended for denial due to new charges of illegally obtained prescription drugs after a previous decision change from reviewing evidence of rehabilitation.
3. **Approval Recommendations – "Class A" Beer & Liquor License:**
   - **Hy-Vee** located at 220 S. 18st Avenue, license applicant Hy-Vee, Inc., agent Samantha Jones.
   - **Hy-Vee Fast and Fresh** located at 306 S. 18th Avenue, license applicant Hy-Vee, Inc. agent Samantha Jones.
4. **Approval Recommendations – Cigarette License:**
   - **Hy-Vee** located at 220 S. 18st Avenue, license applicant Hy-Vee, Inc., agent Samantha Jones.
   - **Hy-Vee Fast and Fresh** located at 306 S. 18th Avenue, license applicant Hy-Vee, Inc. agent Samantha Jones.

Kody Hart, Deputy City Clerk

TEL: (715) 261-6616
FAX: (715) 261-6626

5. **Approval Recommendation – Special Event Class II License:**
    - **Our Lady of Guadalupe Pilgrimage** located from Marathon Park to St. Mathew Parish, on December 12th, 2025 from 4:30 PM to 5:30 PM, license applicant Mariela Patino.
6. **Approval Recommendation – Change of Agent for a "Class A" Beer & Liquor License:**
    - **Fuel On #62** located at 308 Stewart Avenue, license applicant Reliance Fuel LLC, Taylor J. Block as successor agent.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

CONFIRMATION OF MAYOR'S APPOINTMENTS	
Confirming Appointments of the Mayor of the City of Wausau to the Affordable Housing Regional Task Force.	
File Number: 25-1102	**Date Introduced:** November 11th, 2025

Affordable Housing Regional Task Force

Appointee:	**Term:**	**Term Ending:**
MaiGer Moua *Replacing Ben Lee	1st	7/31/2027

Attest:

_____

Kaitlyn Bernarde, City Clerk

Citizen Participation Form

Thank you for your interest in serving on one of our many Boards, Committees or Commissions. The Mayor makes appointments, which are subject to confirmation of the Council. Some, but not all, require residency or specific qualifications. Therefore, unless you express a specific interest in serving on a particular Board, Committee, or Commission, your response to the following questions will assist in appointing you, subject to confirmation of the Council. The City is looking for a broad representation of citizens with diverse backgrounds, talents, and interests. Submission of a completed application does not guarantee placement.

Contact Information

Full Name*

MaiGer Moua

First and Last Name

Residential Address*

Street Address

[redacted]

Address Line 2

City

[redacted]

State/Province/Region

WI

Postal/Zip Code

[redacted]

Is this your residence for voter registration?*

☒ Yes ○ No

Phone*

[redacted]

Email*

mmoua@unitedwaymc.org

How long have you been a Wausau resident?*

I do not reside in Wausau

Do you own a business within the City of Wausau?*

○ Yes ☒ No

If Yes, please list the name and address of the business

Employment Information

Please provide your current or most recent employment information.

What is your most recent job title?*

Director of Community Impact

Business Name*

United Way of Marathon County

Business Address *

Street Address

705 S. 24th Ave

Address Line 2

Suite 400B

City

Wausau

State/Province/Region

WI

Postal/Zip Code

54401

Business Phone Number *

(715) 848-2927

Community Involvement

Please note any history of involvement with your community.

Are you currently serving on any Boards, Commissions or Committees? *

☑ Yes ○ No

If Yes, please list them here.

North Central Local Homeless Coalition; Healthy Marathon County Alliance; Heart Healthy Learning Collaborative

Do you have previous experience in any form of government?(This could be as an employee, committee member, elected official, etc) *

☑ Yes ○ No

Describe your involvement within the Wausau community - including government, schools, non-profit organizations, athletics, etc. *

I am currently employed at United Way of Marathon County located in Wausau, and my previous employment was also located in Wausau, serving members of the Wausau and Marathon County area.

Area of Interest

Information regarding existing City of Wausau Boards, Commissions and Committees can be found on the City Website at www.wausauwi.gov/your-government/city-council/boards-committees-commissions.

Please select your top three boards, committees, or commissions you are interested in serving on: *

- ☐ AARP Livability Committee
- ☑ Affordable Housing Regional Task Force
- ☐ Bicycle & Pedestrian Advisory Committee
- ☐ Board of Zoning Appeals
- ☐ Business Improvement District Board
- ☐ Citizen's Advisory Committee
- ☐ Ethics Board
- ☐ Joint Review Board
- ☐ Plan Commission
- ☐ Administrative Review Board
- ☐ Airport Committee
- ☐ Board of Review
- ☐ Building Advisory Board
- ☐ Capital Improvement Program Committee(CIPC)
- ☐ Community Development Authority
- ☐ Historic Preservation Commission
- ☐ Liberation and Freedom Committee
- ☐ Police and Fire Commission

- [ ] Sustainability, Energy, and Environment Committee
- [ ] Transit Commission
- [ ] Wausau Arts Commission
- [ ] Wausau Veterans Committee
- [ ] Wausau Water Works Commission
- [ ] Room Tax Commission

Please note your order of interest from the selections above. *

Affordable Housing Regional Task Force

Please list first, second and third choice

Please expand on why you are interested in serving on your selected boards, committees, and commissions. *

My work at United Way of Marathon County includes working closely with partners within the Wausau area and across the county to address issues related to housing, as well as food and financial stability. Access to affordable housing options in Wausau is important to ensuring that community members can find housing and stay housed.

Are you willing and able to attend meetings on a regular basis? *

- [x] Yes
- [ ] No

What qualifications and experience will you bring to the Board, Committee or Commission? *

In my current position as the Director of Community Impact at United Way of Marathon County, I work closely with volunteers, organizations, and community members to address food insecurity, housing needs, and to reduce or eliminate barriers so people can achieve financial stability. I am currently, and have served, on community and government committees that focused on housing and homelessness, food, transportation, and community health. I have over 12 years of experience managing or providing direct services to community members and college students who often need basic needs, mental health and behavioral health support.

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

File Uploads

You may choose to attach supplemental information, such as a professional resume, personal biography, letter of interest, or references that may further support your appointment. This is not a requirement.

Acknowledgement

This application will remain on file for three years from the date of submission. Please be advised that your completed application including any supplemental attachments, are subject to open records requests under the Freedom of Information Act.

Signature *

Date

10/30/2025

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Adopting the 2026 City of Wausau Budget and General Property Tax to Support the Same.

Committee Action: Approved 5-0

Fiscal Impact: Levy of $38,055,807.71 including city share of tax increment (subject to state report rounding)

File Number:	25-1109	**Date Introduced:**	November 11, 2025

WHEREAS, the City of Wausau's Finance Committee conducted multiple budget meetings to review the budget for the City of Wausau, and

WHEREAS, a summary of the proposed budget for the year 2026 has been posted on the City's web site, is available for review in the City Clerk's office, and was published in the official newspaper on October 13, 2025; and

WHEREAS, a public hearing was conducted at the October 28, 2025 Common Council meeting to obtain public input, and

WHEREAS, your Finance Committee has recommended a budget with the modifications outlined in the attachment.

WHEREAS, the operating levy of $34,226,703 is the basis for the tax increment calculation established by law resulting in an increment of $3,829,104.71 for a total tax of $38,055,807.71; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, the 2026 budget, a summary of which is attached, is hereby adopted, and

BE IT FURTHER RESOLVED, that this summary is supported by a line item detail budget which by this reference is made part of this resolution and represents the official city budget, and

BE IT FURTHER RESOLVED, that budget control is maintained pursuant to the City's budget policy for fund, program department and projects; and

BE IT FURTHER RESOLVED, there is hereby levied a tax of $38,055,807.71 including Tax Increment upon all taxable property within the City of Wausau, as returned by the Assessor in the year 2025, for the uses and purposes as set forth in said budget; and the City Treasurer be and is hereby authorized and directed to spread the tax levy upon the current tax roll of the City of Wausau, and

BE IT FURTHER RESOLVED, the City Treasurer be and is hereby authorized and directed to spread the additionally certified State, County, and Schools tax levies upon the current tax roll of the City of Wausau as indicated in the tax levy certifications.

Approved:

_____Doug Diny, Mayor

NOTICE OF PUBLIC HEARING CITY OF WAUSAU 2026 BUDGET

A public hearing on the City of Wausau 2026 budget is scheduled for Tuesday October 28, 2025 at 6:30PM in City Hall Council Chambers at 407 Grant Street, Wausau WI. The budget may be viewed at the Clerk/Customer Service Office from 8:00AM to 4:30PM Monday through Friday or on the City of Wausau's Web Site www.wausauwi.gov. Below is a summary of the Proposed 2026 Budget.

GENERAL FUND

	2025 ADOPTED BUDGET	2025 MODIFIED BUDGET	ACTUAL 9/30/2025	2025 ESTIMATED ACTUAL	2026 PROPOSED BUDGET	DOLLAR CHANGE	% CHANGE
GENERAL FUND REVENUES							
General Property Tax Levy	**$23,414,717**	**$23,414,717**	**$23,414,717**	**$23,414,717**	**$24,098,840**	**$684,123**	**2.92%**
Other Taxes	260,000	260,000	278,278	322,294	**260,745**	**745**	**0.29%**
Intergovernmental Grants & Aids	13,012,935	13,012,935	6,916,862	13,133,547	**12,707,838**	**(305,097)**	**-2.34%**
Licenses & Permits	756,655	756,655	997,755	1,023,791	**996,680**	**240,025**	**31.72%**
Fines, Forfeitures and Penalties	278,000	278,000	215,464	295,790	**296,000**	**18,000**	**6.47%**
Public Charges for Services	3,155,320	3,155,320	2,580,016	3,319,527	**3,974,066**	**818,746**	**25.95%**
Intergovernmental Charges for Services	1,519,743	1,519,743	964,312	1,527,776	**1,515,279**	**(4,464)**	**-0.29%**
Miscellaneous Revenues	1,411,816	1,411,816	1,773,992	2,155,968	**1,278,915**	**(132,901)**	**-9.41%**
Other Financing Sources	2,221,355	2,221,355	0	2,218,178	**2,585,834**	**364,479**	**16.41%**
TOTAL GENERAL FUND REVENUES	46,030,541	46,030,541	37,141,396	47,411,588	**47,714,197**	**1,683,656**	**3.66%**
GENERAL FUND EXPENDITURES							
General Government	4,820,285	4,820,285	4,243,535	4,575,602	**5,112,428**	**292,143**	**6.06%**
Public Safety	25,101,478	25,085,863	18,252,507	24,185,836	**25,890,622**	**789,144**	**3.14%**
Transportation/Public Works	12,362,633	12,612,633	7,131,846	12,458,245	**12,808,442**	**445,809**	**3.61%**
Sanitation, Health and Human Services	495,625	645,625	698,047	700,000	**561,416**	**65,791**	**13.27%**
Parks, Recreation, Cultural and Education	3,550,520	3,550,520	1,820,414	3,512,795	**3,641,286**	**90,766**	**2.56%**
TOTAL GENERAL FUND EXPENDITURES	46,330,541	46,714,926	32,146,349	45,432,478	**48,014,194**	**1,683,653**	**3.63%**
Excess(Deficiency) of Revenues over Expenditures	(300,000)	(684,385)	4,995,047	1,979,110	**(299,997)**		
Total Fund Balance, January 1	17,147,090	17,147,090		17,147,090	**19,126,200**		
Total Projected Fund Balance, December 31	$16,847,090	$16,462,705		$19,126,200	**$18,826,203**		

ALL FUNDS - SUMMARY

	FUND BALANCE		PROPOSED 2026 BUDGET		
	01/01/2025	PROJECTED 12/31/2025	GENERAL PROPERTY TAX LEVY	OTHER REVENUE	EXPENDITURES
Governmental Fund Types					
General Fund	$17,147,090	$19,126,200	**$24,098,840**	$23,615,357	$48,014,194
Special Revenue Funds:					
Community Development Funds	2,044,053	2,033,136	**702,888**	1,383,883	2,086,617
Economic Development Fund	256,501	225,325		0	210,350
Environmental Clean Up Fund	1,047,871	780,705		125,000	296,362
Hazardous Materials Fund	294,497	287,289		81,000	74,334
Room Tax Fund	567,863	689,077		990,000	1,240,000
Public Access Fund	47,188	46,002		53,001	53,000
Recycling Fund	(78,772)	(39,915)	**968,788**	148,100	1,116,887
400 Block/RiverLife Fund	169,068	143,366		76,440	126,275
Animal Control Fund	157,383	205,475		98,200	98,201
Debt Service Fund	600,531	390,826	**5,609,973**	9,253,598	14,863,571
Capital Projects Funds:					
Capital Projects Fund	943,690	3,951,226	**497,902**	21,558,892	22,056,794
Capital Purchasing Fund	82,261	316,899	**789,236**	-	789,236
Tax Increment District #3 Fund	552,565	(1,183,153)		6,670,515	6,543,188
Tax Increment District #6 Fund	1,010,305	-		-	-
Tax Increment District #7 Fund	-	-		2,086,771	2,086,771
Tax Increment District #8 Fund	(66,237)	(1,127,114)		3,698,715	4,049,742
Tax Increment District #9 Fund	(294,991)	(273,869)		25,208	3,150
Tax Increment District #10 Fund	(803,506)	(493,446)		838,214	600,435
Tax Increment District #11 Fund	703,049	(60,767)		2,948,692	3,249,230
Tax Increment District #12 Fund	(2,269,770)	(1,461,845)		4,439,476	3,321,021
Internal Service Funds:					
Motor Pool Fund	10,928,552	11,057,844		7,045,631	7,045,630
Liability Insurance Fund	1,109,677	1,394,383		1,212,872	1,165,300
Benefits Fund	1,412,633	1,380,424		7,384,700	7,384,068
Enterprise Funds:					
Water Utility Fund	44,843,415	45,465,617		22,287,073	22,057,253
Sewer Utility Fund	51,115,260	51,742,968		15,141,884	14,395,288
MetroRide Fund	5,565,773	5,685,591	**1,110,590**	2,961,870	4,485,786
Parking Fund	15,349,279	15,411,837	**193,988**	563,000	756,987
Airport Fund	1,350,634	1,360,446	**341,000**	156,300	497,299
Total All Funds			**34,313,205**	**134,844,392**	**168,666,969**
		Total 2025 Property Tax Levy	32,277,020		
		Increase	2,036,185		
		Percent Increase	6.308%		

SCHEDULE OF INDEBTEDNESS

General Obligation Debt	Outstanding or Authorized
General Obligation Bonds	$27,225,000
General Obligation Notes	45,500,000
Safe Drinking Water Loan Fund - Lead Service Lines	2,172,756
Foundation Loans	1,609,779
Total General Obligation Debt	$76,507,535
Utility Revenue Debt	
Revenue Bond Debt	10,525,000
Clean Water Fund	84,436,045
Safe Drinking Water Fund	51,065,340
Total Utility Revenue Debt	$146,026,385

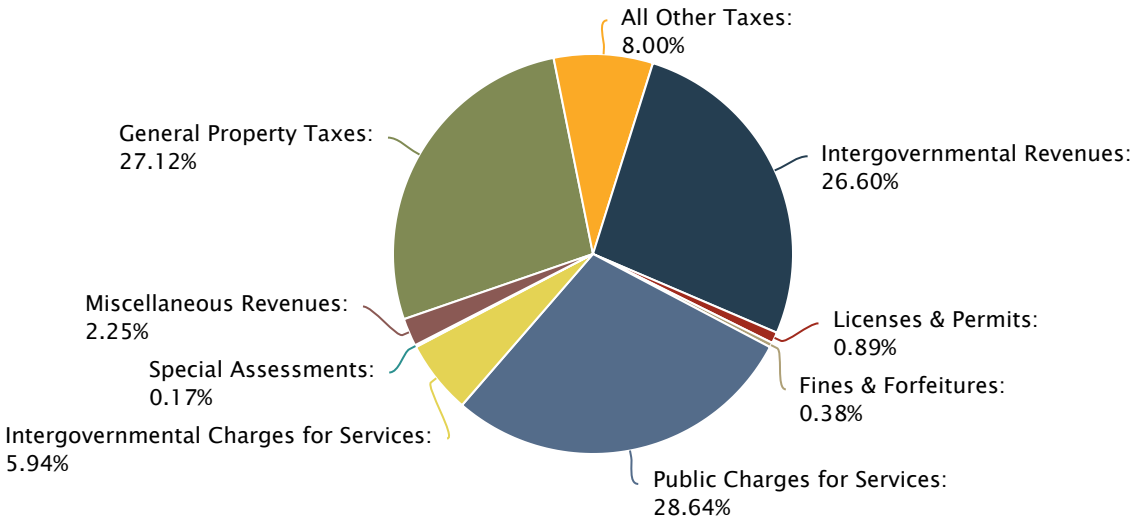
PROPOSED NEW OR DISCONTINUED ACTIVITIES AND FUNCTIONS

The budget reduces the daily operation of the outdoor swimming pools to two pools at a time cost savings of $30,000. It reduces the staffing of animal control enforcement, saving $44,000, and reduced community services officers, saving $40,000. The budget provides $350,000 for contract services for the operation of an emergency homeless shelter.

Finance Committee 2026 recommended budget modifications:

- Remove Park Study, funded by the Economic Development Fund, reserves $45,000
- Shift funding of the downtown flower baskets of $15,000 and Riverlife pier maintenance of $6,900 through Room Tax Funds, and restore funding to swimming pool operations.
- Expand funding for the Solar Array Water Treatment Facility Project to include construction net of 30% tax credits, with the balance to be funded by debt. $1,789,880.
- Fund a portion of the downtown police officer position from Economic Development Fund reserves and reduce the property tax levy by $86,502.
- Increase CSO staffing levels for animal control by $60,000 with funding from the Animal Control Fund reserves.

2026 Revenues by Category All Funds



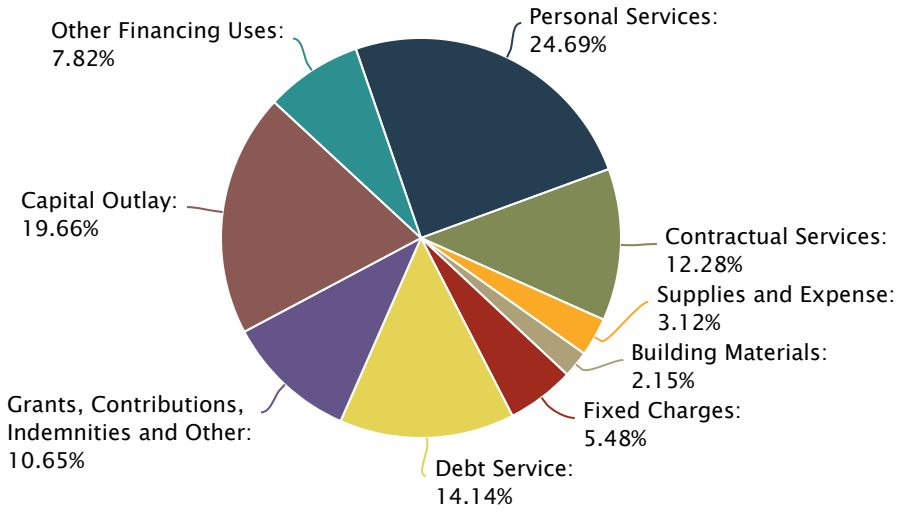
	2026 Budget	2025 Budget
General Property Taxes	$ 34,226,703	$ 32,277,020
All Other Taxes	10,097,021	14,623,655
Intergovernmental Revenues	33,568,533	19,484,967
Licenses & Permits	1,125,281	900,255
Fines & Forfeitures	484,200	466,200
Public Charges for Services	36,147,161	28,455,958
Intergovernmental Charges for Services	7,495,851	15,496,066
Special Assessments	210,000	372,680
Miscellaneous Revenues	2,844,588	2,375,882
Other Financing Sources	45,534,516	41,240,186
Total Revenues	**$ 171,733,854**	**$ 155,692,869**

COMBINED STATEMENT OF EXPENSES - BY ACTIVITY (ALL FUNDS)

	2024 Actual	2025 Adopted Budget	2025 Modified Budget	2025 Estimated Actual	2026 Budget Request	2026 Proposed Budget	Budget Increase (Decrease)	Budget Percent Inc / (Decrease)
General Government								
City Council	85,601	84,938	84,938	78,727	84,928	84,928	(10)	(0.01%)
Mayor	216,318	233,775	233,775	194,201	213,504	213,387	(20,388)	(8.72%)
Customer Service	1,320,968	1,288,650	1,288,650	1,242,849	1,376,230	1,375,526	86,876	6.74%
City County Information Technology	1,343,058	1,376,073	1,376,073	1,363,159	1,524,680	1,524,680	148,607	10.80%
Property Assessment	687,756	756,088	756,088	727,343	928,992	928,826	172,738	22.85%
Legal Affairs	743,098	746,339	746,339	656,798	830,835	680,675	(65,664)	(8.80%)
Human Resources	454,414	495,625	495,625	461,097	578,929	561,416	65,791	13.27%
Municipal Court	136,747	136,610	136,610	138,201	142,106	142,094	5,484	4.01%
Public Access Fund	35,358	62,524	62,524	59,058	53,311	53,000	(9,524)	(15.23%)
Liability Insurance Fund	989,402	1,017,000	1,017,000	1,025,668	1,165,300	1,165,300	148,300	14.58%
Employee Benefits Fund	6,694,950	6,802,323	6,802,323	6,981,832	7,384,068	7,384,068	581,745	8.55%
Other General Government	276,768	197,812	197,812	174,324	162,312	162,312	(35,500)	-17.95%
Total General Government	**12,984,438**	**13,197,757**	**13,197,757**	**13,103,257**	**14,445,195**	**14,276,212**	**1,078,455**	**8.17%**
Public Safety								
Police Department	12,341,696	13,632,812	13,632,812	13,225,336	14,560,627	14,477,292	844,480	6.19%
Fire Department	9,285,392	11,468,666	11,468,666	10,960,500	11,649,443	11,413,330	(55,336)	-0.48%
Hazardous Materials Contract Fund	59,757	86,011	86,011	113,011	75,002	74,334	(11,677)	-13.58%
Animal Control Fund	159,148	142,148	142,148	105,108	139,425	158,200	16,052	11.29%
Total Public Safety	**21,845,993**	**25,329,637**	**25,329,637**	**24,403,955**	**26,424,497**	**26,123,156**	**793,519**	**3.13%**
Transportation								
Airport Fund	513,555	479,690	479,690	488,412	497,299	497,299	17,609	3.67%
Public Works	11,253,674	11,300,633	11,550,633	11,404,408	11,579,145	11,503,442	202,809	1.79%
Metro Ride	4,171,388	4,505,639	4,505,639	4,022,829	4,485,167	4,485,786	(19,853)	-0.44%
Motor Pool Fund	6,847,006	9,143,077	9,143,077	8,736,328	9,313,952	7,045,630	(2,097,447)	-22.94%
Parking Fund	1,204,608	751,572	751,572	776,174	758,923	756,987	5,415	0.72%
Total Transportation	**23,990,231**	**26,180,611**	**26,430,611**	**25,428,151**	**26,634,486**	**24,289,144**	**(1,891,467)**	**-7.22%**
Sanitation, Health & Welfare								
Refuse Collection	1,023,922	1,062,000	1,062,000	1,054,647	1,305,000	1,305,000	243,000	22.88%
Recycling Program	915,657	928,915	928,915	890,972	1,116,887	1,116,887	187,972	20.24%
Water Utility	26,078,353	17,435,622	17,435,619	15,230,448	36,203,815	22,057,253	4,621,631	26.51%
Waste Water Utility	13,881,697	21,229,133	21,229,133	15,951,484	14,396,122	14,395,288	(6,833,845)	-32.19%
Enviornmental Clean Up Fund	306,809	191,174	191,174	392,166	296,362	296,362	105,188	55.02%
Total Sanitation, Health & Welfare	**42,206,438**	**40,846,844**	**40,846,841**	**33,519,717**	**53,318,186**	**39,170,790**	**(1,676,054)**	**-4.10%**
Economic/Community Development								
TID Number Three Fund	4,095,888	11,822,998	13,249,414	12,476,859	6,543,188	6,543,188	(5,279,810)	-44.66%
TID Number Six Fund	4,180,466	5,943,276	5,943,276	3,997,527	-	-	(5,943,276)	-100.00%
TID Number Seven Fund	2,162,984	2,127,829	2,127,829	1,890,004	2,086,771	2,086,771	(41,058)	-1.93%
TID Number Eight Fund	1,967,723	5,578,777	5,578,777	3,892,121	4,049,742	4,049,742	(1,529,035)	-27.41%
TID Number Nine Fund	2,579	3,150	3,150	3,225	3,150	3,150	-	0.00%
TID Number Ten Fund	5,389,058	557,840	557,840	543,910	600,435	600,435	42,595	7.64%
TID Number Eleven Fund	2,317,273	2,487,810	2,487,810	2,726,239	3,249,230	3,249,230	761,420	30.61%
TID Number Twelve Fund	2,410,743	965,755	965,755	1,483,397	3,321,021	3,321,021	2,355,266	243.88%
Community Development Funds	1,999,843	1,646,024	2,224,888	1,826,479	2,086,772	2,086,617	440,593	26.77%
Economic Development Fund	3,677	31,350	31,350	31,176	50,350	251,852	220,502	703.36%
400 Block/Riverlife Fund	212,767	140,897	140,896	109,049	126,275	148,175	7,278	5.17%
Room Tax Fund	1,060,888	1,250,133	1,499,479	975,748	1,240,000	1,240,000	(10,133)	-0.81%
Total Economic/Community Development	**25,803,889**	**32,555,839**	**34,810,464**	**29,955,734**	**23,356,934**	**23,580,181**	**(8,975,658)**	**-27.57%**

		2025			2026		Budget Increase (Decrease)	Budget Percent Inc / (Decrease)
		Adopted Budget	Modified Budget	Estimated Actual	Budget Request	Adopted Budget		
Parks and Recreation	3,174,226	3,550,520	3,550,520	3,512,795	3,704,786	3,641,286	90,766	2.56%
Debt Service Fund	14,323,099	11,697,223	11,697,223	14,012,270	11,697,223	14,863,571	3,166,348	27.07%
Capital Projects Funds								
Capital Projects Fund	11,975,248	5,684,682	5,684,682	5,166,771	9,970,556	24,633,051	18,948,369	333.32%
Central Capital Purchasing Fund	1,035,961	806,636	806,636	975,316	868,236	789,236	(17,400)	-2.16%
Capital Projects Funds	13,011,209	6,491,318	6,491,318	6,142,087	10,838,792	25,422,287	18,930,969	291.64%
Total Expenditures	**$ 157,339,523**	**$ 159,849,749**	**$ 162,354,371**	**$ 150,077,966**	**$ 170,420,099**	**$ 171,366,627**	**$ 11,516,878**	**7.20%**

2026 Budget by Expenditure Category - All Funds



Budget By Expenditure Category (All Funds)	2026 Budget	2025 Budget
Personal Services	$ 42,313,252	$ 42,847,333
Contractual Services	21,046,812	20,512,284
Supplies and Expense	5,348,032	6,217,599
Building Materials	3,679,760	3,937,250
Fixed Charges	9,393,054	8,835,707
Debt Service	24,237,319	20,834,639
Grants, Contributions, Indemnities and Other	18,251,352	2,211,476
Capital Outlay	33,691,243	38,046,719
Other Financing Uses	13,405,803	16,406,742
Total	**$ 171,366,627**	**$ 159,849,749**

CITY OF WAUSAU
BUDGET FORECAST- LEVY DEPENDENT FUNDS

	2026 ADOPTED BUDGET	2025 ADOPTED BUDGET	CHANGE INCREASE (DECREASE)	PERCENT CHANGE
GENERAL FUND				
Personnel	$31,533,596	$32,769,890	($1,236,294)	-3.773%
Operating Costs	$16,480,601	$13,560,651	$2,919,950	21.533%
Total Expenses	$48,014,197	$46,330,541	$1,683,656	3.634%
Revenues	23,701,859	22,615,824	1,086,035	4.802%
Employee Vacancy Savings	300,000	300,000	0	0.000%
Fund's Net Levy Requirement	24,012,338	23,414,717	597,621	2.552%
RECYCLING FUND				
Expenditures	1,116,888	928,915	187,973	20.236%
Revenues	148,100	148,100	-	0.000%
Fund's Net Levy Requirement	968,788	780,815	187,973	24.074%
COMMUNITY DEVELOPMENT/ECONOMIC DEVELOPMENT FUND				
Expenditures	2,086,771	1,645,096	441,675	26.848%
Revenues	1,383,883	1,172,541	211,342	18.024%
Fund Balance Application	0	19,667	(19,667)	-100.000%
Fund's Net Levy Requirement	702,888	452,888	250,000	55.201%
DEBT SERVICE FUND				
Expenditures	14,863,571	11,697,223	3,166,348	27.069%
Revenues	9,253,598	6,817,355	2,436,243	35.736%
Fund Balance Application	-	252,531	(252,531)	
Fund's Net Levy Requirement	5,609,973	4,627,337	982,636	21.235%
CAPITAL PROJECT FUND				
Expenditures	24,633,051	5,684,682	18,948,369	333.323%
Revenues	14,148,299	379,680	13,768,619	3626.375%
Debt Proceeds	9,986,850	4,600,000		
Fund Balance Application	-	187,575	(187,575)	0.000%
Fund's Net Levy Requirement	497,902	517,427	(19,525)	-3.773%
CENTRAL EQUIPMENT AND FACILITY CAPITAL FUND				
Expenditures	789,236	806,636	(17,400)	-2.157%
Revenues	-	-	-	0.000%
Fund Balance Application	-	-	-	
Fund's Net Levy Requirement	789,236	806,636	(17,400)	-2.157%
METRO RIDE FUND				
Expenditures	4,485,788	4,505,639	(19,851)	-0.441%
Revenues	2,961,870	3,094,503	(132,633)	-4.286%
Fund Balance Application	413,328	300,546	112,782	
Fund's Net Levy Requirement	1,110,590	1,110,590	0	0.000%
PARKING FUND				
Expenditures	756,988	751,572	5,416	0.721%
Revenues	563,000	563,000	-	0.000%
Fund Balance	-	-	-	0.000%
Fund's Net Levy Requirement	193,988	188,572	5,416	2.872%
WAUSAU DOWNTOWN AIRPORT FUND				
Expenditures	497,300	479,690	17,610	3.671%
Revenues	156,300	147,000	9,300	6.327%
Fund's Net Levy Requirement	341,000	332,690	8,310	2.498%
ANIMAL CONTROL				
Expenditures	98,200	142,148	(43,948)	-30.917%
Revenues	98,200	96,800	1,400	1.446%
Fund Balance Application	0	0	0	
Fund's Net Levy Requirement	0	45,348	(45,348)	-100.000%
TOTAL LEVY BEFORE INCREMENT	**34,226,703**	**32,277,020**	**1,949,683**	6.040%
City's Share of TIF Increment	3,829,105	5,136,020	(1,306,915)	-25.446%
TOTAL LEVY	**$38,055,808**	**$37,413,040**	$642,768	1.718%
Assessed Value	**$4,353,314,700**	**$4,295,009,000**	**$58,305,700**	**1.358%**
Tax Rate Per $1,000 of Assessed Value	**$8.7418000**	**$8.710818**	**$0.03098**	**0.356%**
Equalized Value	$4,569,050,900	$4,387,427,300	$181,623,600	4.140%
Tax Rate Per $1,000 of Equalized Value	$8.329040	$8.5273300	($0.198290)	-2.325%

FINANCE COMMITTEE – BUDGET SESSION #1

Date and Time: Monday, September 29, 2025, at 6:00 p.m., Council Chambers
Members Present: Michael Martens (C), Vicki Tierney (VC), Sarah Watson, Chad Henke
Members Absent: Becky McElhaney
Others Present: Maryanne Groat, Mayor Doug Diny

Noting the presence of a quorum Chairperson Martens called the meeting to order at 6:02 p.m.

Budget discussion and actions regarding recommending a 2026 Budget including setting the 2026 Fee Schedule.
The 2026 Budget was presented by MaryAnne Groat, Finance Director. Discussion was held. No action taken.

Link to the 2025 Proposed Budget Book:
https://www.wausauwi.gov/home/showpublisheddocument/15354/638949042290330000

Adjourn
Motion by Tierney, seconded by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 7:09 p.m.

For full meeting video on YouTube: https://www.youtube.com/watch?v=nrMstsKOUjo

DRAFT

FINANCE COMMITTEE – BUDGET SESSION #2

Date and Time: Tuesday, September 30, 2025, at 6:00 p.m., Council Chambers
Members Present: Michael Martens (C), Vicki Tierney (VC), Becky McElhaney, Sarah Watson, Chad Henke
Others Present: Maryanne Groat, Mayor Doug Diny, Jamie Polley, Randy Fifrick, Mathew Barnes, Jeremy Kopp, Eric Lindman, Ronald Schuenke, Anne Jacobson.

Noting the presence of a quorum Chairperson Martens called the meeting to order at 6:00 p.m.

Budget discussion and actions regarding recommending a 2026 Budget including setting the 2026 Fee Schedule.

The budget regarding the Parks & Recreation Department was discussed. Watson stated support to find a way to keep pools operating throughout the week instead of closing two down a day to save on operating costs. Tierney stated support to find a way to keep pools open as many resident children do not have other activity options during the summer season. Martens questioned if the Memorial Park pool would be impacted by the construction of the road going into the park. It was stated the operations of that pool would likely be impacted only minimally.

The budget regarding the Police Department was discussed. McElhaney stated disappointment in the reduction of funding to animal control operations as this was a program that had just been initiated despite some public opposition. McElhaney stated this was moving backwards to when all animal control responses were handled by sworn officers and against goals set by the Common Council. Tierney questioned if the excess funding provided in the animal control fund could be utilized to continue to support animal control operations as it currently operates as promised to the public. Tierney stated if the animal control operation did not continue as is, the fund could start running out due to lack of animal licensing enforcement. Watson stated there is a direct correlation between the amount of funding in the animal control fund and supporting the animal control operation and stated support. Martens stated that historically animal control operations is budget neutral while it is funded out to the animal control fund paid for by animal licensing enforcement. Tierney stated there are services that are important to support and prioritize within the community.

The budget regarding the Fire Department was discussed. McElhaney questioned how positions funded from the Staffing for Adequate Fire and Emergency Response (SAFER) grant and American Rescue Plan Act (ARPA) funding would continue to be funded into the next budget year. Martens questioned the deferral of the purchase of an arial truck in terms of whether the current arial truck can continue to be certified while deferring the purchase of a newer truck.

The budget regarding the Department of Public Works was discussed. Watson stated concerns with the luck running out on the budget to manage snow as recent years have had mild winters reducing the budget allocation. Watson stated fees should be considered for the work the department puts into helping to facilitate special events within the city. Martens stated the reconstruction on 28th Avenue was slated for a mill and overlay project as opposed to a full reconstruction and that the road presents challenges.

The budget regarding all other departments was discussed. No action taken.

Without objection, the next meeting scheduled to discuss the budget was cancelled and the next committee meeting to discuss the budget will be on Monday, September 6, 2025 at 6:00 p.m.

Link to the 2025 Proposed Budget Book:
https://www.wausauwi.gov/home/showpublisheddocument/15354/638949042290330000

Adjourn

Motion by Watson, seconded by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 8:17 p.m.

For full meeting video on YouTube: https://www.youtube.com/watch?v=Ca50cSQusv0

FINANCE COMMITTEE – BUDGET SESSION #3

Date and Time: Monday, October 6, 2025, at 6:00 p.m., Council Chambers
Members Present: Michael Martens (C), Vicki Tierney (VC), Becky McElhaney, Sarah Watson, Chad Henke
Others Present: Maryanne Groat, Mayor Doug Diny, Jamie Polley, Mathew Barnes, Eric Lindman, Dustin Kraege

Noting the presence of a quorum Chairperson Martens called the meeting to order at 6:07 p.m.

Budget discussion and actions regarding recommending a 2026 Budget including setting the 2026 Fee Schedule.

The budget reduction proposal for expense savings to reduce animal control was discussed. Martens stated that a reduction in enforcement of animal licensing would have a detrimental effect on the animal control fund which is used to support the program for licensing and animal control. Tierney questioned whether funding could be diverted for a study to restructure the Parks & Recreation Department to fund animal control and other funding deficits.

The budget reduction proposal for expense savings to have two pools open on any given day during the summer season and reducing the amount of dumpsters at parks was discussed. Tierney stated opposition to a reduction in the amount of dumpsters at parks as that could increase littering in parks. Watson stated the reduction of dumpsters was strategically considered to limit the amount of littering and the department would monitor for an increase in trash in parks upon the reduction. Martens stated having more dumpsters increases the possibility of illegal dumping of non-park refuse and further stated support of a pack-in/pack-out policy encouraged in city parks. Watson stated opposition to the funding of a study to restructure the Parks & Recreation Department. Tierney stated opposition to the study as well as the standing committee had already provided direction on that matter and as other priorities need to be funded. Watson questioned if funding could be diverted from the economic development fund, use to fund the study, toward the 400 Block fountain operation to then divert that allocated funding to full time pool operation. Watson further stated staff could conduct the study saving the cost. Tierney stated support for finding funding savings that did not impact services provided. Watson questioned if other funding savings from another department could be diverted. Tierney questioned if funding cuts to maintenance would be viable. It was stated cuts to maintenance would impact the services provided. Tierney stated a reduction in or funding from local business for flower baskets in the downtown area and other beautification efforts could be considered to reduce spending. Martens questioned if funding towards maintenance in city buildings could be considered. Watson questioned if a reduction in the council salary could be considered. Tierney questioned whether any equipment utilized by the Department of Public Works to be sold off could be considered. Henke requested to see the list of possible budget cuts for the committee to decide on what to reduce or reallocate. Tierney stated support for finding funding, even one time funding, to support keeping pools open as the pools have already been built by taxpayers.

The budget funding of the downtown officers was discussed. Watson stated support for paying for the downtown officers through the economic development fund as the presence of downtown officers supports business in the downtown business district. McElhaney stated the original long term funding plan to fund the downtown officers was supposed to be supported by attrition. Watson stated support for using the economic development for the one-time funding of the downtown officers as the opening of a new shelter outside of the downtown business district would move the unhoused population outside of downtown reducing the need for the additional officers.

Without objection, the next meeting scheduled to discuss the budget will be on Monday, October 13, 2025 at 5:00 p.m.

Link to the 2025 Proposed Budget Book:
https://www.wausauwi.gov/home/showpublisheddocument/15354/638949042290330000

Adjourn

Motion by Watson, seconded by Tierney, to adjourn the meeting. Motion carried. Meeting adjourned at 7:44 p.m.

For full meeting video on YouTube: https://www.youtube.com/watch?v=ac9h1NSMaec

DRAFT

FINANCE COMMITTEE – BUDGET SESSION #4

Date and Time: Monday, October 13, 2025, at 5:30 p.m., Council Chambers
Members Present: Michael Martens (C), Vicki Tierney (VC), Becky McElhaney, Sarah Watson, Chad Henke
Others Present: Maryanne Groat, Mayor Doug Diny, Jamie Polley, Eric Lindman, Mathew Barnes

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:32 p.m.

Budget discussion and actions regarding recommending a 2026 Budget including setting the 2026 Fee Schedule.

The budget reduction proposal for expense savings to have two pools open on any given day during the summer season was discussed. Martens stated moving the funding of the downtown flower basket program and the Riverlife Park piers to Room Tax Grant allocations made sense as the grant allocation fund is stable enough to support these additions.

Motion by Henke, seconded by Watson, to amend the budget to transfer the piers and the flower baskets to room tax funding out of the Parks & Recreation Department budget to use the funds to open the pools as they were. Motion carried 5-0.

Motion by Watson, seconded by McElhaney, to reallocate the available surplus within the animal control fund, in an amount not to exceed $60,000, to support the Community Service Officer II positions responsible for humane enforcement and animal welfare services. Motion carried 5-0.

The budget reduction proposal for expense savings to eliminate the reconstruction of 28th Avenue in the capital improvement project budget was discussed. McElhaney questioned why it was proposed for mill and overlay in the budget when the Infrastructure & Facilities Committee recommended reconstruction. It was stated it was reduced to mill and overlay to reduce the amount of debt within the proposed budget. Tierney stated grants could be utilized in the future if the reconstruction project is delayed for the mill and overlay. Martens stated that while a delay in reconstruction could provide an opportunity for more grant funding, putting off the project could also increase the overall cost of reconstruction. Henke questioned if the city could go to Aspirus to see if the entity would contribute to funding the reconstruction. Tierney stated support of delaying the reconstruction to pay down the lead service line project debt and then fund the reconstruction through that debt that had been paid off. Martens stated it might be prudent to wait to better manage debt capacity.

Motion by Henke, seconded by Watson, to amend the budget to borrow and additional $1.8 million to reconstruct 28th Avenue as was voted on in the Infrastructure & Facilities Committee. Motion failed 3-2, with Henke and Watson in support.

The budget proposal to add a solar array to the water treatment plant was discussed. Henke stated support of the solar array project as it has a hard return on investment with the cost savings, grants, and tax credits. Tierney questioned how much money would be lost if the project was not approved by July when the grant funds and tax credits would expire. It was stated that more than $700,000 could be lost. Henke stated the tax credits for residential homes was beneficial and cost effective prompting further support for the project. Martens stated support as the tax credits and grants are only available this year and the project is one of many things that could help support stable water rates in the future.

Motion by Henke, seconded by Watson, to amend the budget to add $2.5 million in borrowing for the solar array project and earmark future grant funds and tax credits toward paying off the debt incurred for the project. Motion carried 5-0.

The budget funding of the downtown officers and the budget proposal to study the restructuring of the Parks & Recreation Department was discussed. Watson stated support for paying for the downtown officers with the economic development fund as the officers supports business in the downtown business district. Watson further stated the opening of a new shelter outside of the downtown business district, which provides both day and night shelter, would move the unhoused population outside of downtown. Watson stated the Parks & Recreation Committee had voted not to consider the restructuring of the Parks & Recreation Department. Watson stated support for the amendment as it reduced the mill rate by 2 cents. McElhaney stated the need to support the funding of the downtown officers with the economic development fund as it is an economic need.

Motion by Watson, seconded by McElhaney, to amend the budget to strike the $45,000 allocation for the park consulting services study and take a resulting $86,502 from the economic development fund to fund, as a one-time transitional allocation, the downtown officer program and direct staff to review the need and structure of this deployment in the future. Motion carried 5-0.

Motion by Tierney, seconded by Henke, to approve the 2026 budget as amended. Motion carried 5-0.

Link to the 2025 Proposed Budget Book:
https://www.wausauwi.gov/home/showpublisheddocument/15354/638949042290330000

Adjourn
Motion by Watson, seconded by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 6:31 p.m.

For full meeting video on YouTube: https://www.youtube.com/watch?v=ORSFMdIRyYY

DRAFT

ANALYSIS OF POTENTIAL PARKS REPATRIATION SAVINGS

2024 BUDGET – CITY ONLY		2026 BUDGET – CITY & COUNTY		
Management & Administrative Position to Cut				
0.50	Parks Director	1.00	Parks Director	**Potential Savings from Reducing Headcount by 3.20 FTE at $120,450 per Positions:**
0.50	Assistant Director	1.00	Assistant Director	
0.50	Assistant Director	1.00	Assistant Director	
0.40	Administrative Officer	1.00	Administrative Officer	
0.30	Secretary	1.00	Senior Adm. Specialist	
		1.00	Accountant	
0.40	Accounting Specialist I	1.00	Accounting Specialist	
0.40	Clerical Assistant II	1.00	Administrative Specialist	
0.50	Operations Supervisor	3.00	Operations Supervisors	**$385,440**
3.50	**FTE Total – Proposed Cuts****	**11.00**	**FTE City-County Department**	
Front Line Positions to Keep				
0.70	Equipment Operator III	2.00	Heavy Equipment Operator	* Bring 1.00 FTE Trades Technican Over as 1:00 FTE Pruchasing/Fleet Coordinator
0.00	(Purchasing/Fleet Coordinator)*	1.00	(Purchasing/Fleet Coordinator)	
1.00	Mechanic	2.00	Mechanic	
2.60	Trades Technician I & II*	1.00	Lic. Bldg. Maintenance Specialist	
4.30	FTE Transfer into Existing DPW Units	6.00	FTE City-County Department	
0.00		1.00	County Forester	** Add Back 0.30 FTE to the Headcount After Reducing It By 3.50 FTE Leaves a Net Reduction of 3.20FTE
0.70	Urban Forester	1.00	Parks Forester	
0.30	New FTE**	0.00		
1.00	Create One Supervisory Position	2.00	FTE City-County Department	
2.65	Arborists	4.00	Arborists	
0.25	Turf Maintainer	4.00	Parks Maintenance Spec.	
1.40	Horticulturalist	2.00		
5.50	Parks Maintainer II	13.00	Parks Maintenance Techs.	
9.80	FTE Grounds Maintenance Staff	23.00	FTE City-County Department	
1.00	Recreations Coordinator	1.00	Recreations Coordinator	*** Bring 0.50 FTE Storekeeper Over As 0.50 FTE Recreations Specialist
	*(Recreations Specialist)***	4.00	Recreations Specialist	
0.50	Storekeeper**	0.00		
1.50	FTE Parks Program Staff	5.00	FTE City-County Department	
12.30	FTE New City Parks Division	47.00	FTE in the County Provided Org. Chart	
16.60	**FTE Identified Service & Support Positions to Keep**			
3.20	Management & Administrative Staff Cut (See Above)			
0.39	Unidentified Positions Attributed to the City			
20.19	**Total Positions – City Parks Dvision**			

Potential DPW-Run Parks Department Budget for 2027 with 20.00 FTE***

Personnel Services	$2,150,000
Contractual Services	$545,000
Supplies & Expense	$320,000
Building Materials	$80,000
Fixed Charges	$80,000
Division Total	**$3,175,000**

**** DPW may relocate 4.30 FTE in other Division

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE		
Authorizing the Modification of Fees to the City of Wausau Fees and Licenses Schedule Adopted Pursuant to Wausau Municipal Code §3.40.010(a) (2025 Comprehensive Fee Schedule).		
Committee Action:	Approved 5-0 *(Without the animal license fees, that were amended at the 10/28 Common Council meeting and incorporated in the attached fee schedule.)*	
Fiscal Impact:	The fiscal impact will depend on the amount of activity.	
File Number:	25-1109	**Date Introduced:** November 11, 2025

RESOLUTION

WHEREAS, the City of Wausau has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010; and

WHEREAS, city departments have reviewed and recommended fee changes for 2026 and

WHEREAS, the Finance Committee has reviewed proposed changes to the schedule for the comprehensive fee schedule as outlined in the attached Exhibit and incorporates these as part of the City of Wausau Fees and Licenses Schedule.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the fees outlined in the attached Exhibit are hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010.

Approved:

_____

Doug Diny, Mayor

CITY OF WAUSAU - COMPREHENSIVE FEE SCHEDULE

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2026 Rate	2025 Rate
DEPARTMENT: AIRPORT			
T-hangars 1-10		$92.00	$88.97
T-hangars 12-15 & 17-19		$122.00	$118.60
T-hangar 11, 16, 20		$137.00	$133.44
T-hangars 21 & 30		$153.00	$148.26
T-hangars 22-24 & 27-29		$134.00	$129.75
T-hangars 25 & 26		$183.00	$177.91
T-hangars 31 & 40		$160.00	$155.57
T-hangars 32-34 & 37-39		$142.00	$137.73
T-hangars 35 & 36		$194.00	$188.79
DEPARTMENT: ASSESSMENT			
Open Records Request per page Black and White	Attorney General Opinion	$0.04	$0.04
Open Records Request per page - Color	Attorney General Opinion	$0.00	$0.00
Copies of Property Record Cards		$1.00	$1.00
DEPARTMENT: COMMUNITY DEVELOPMENT			
TID Application		$1,000.00	$1,000.00
Development Agreement Amendment		$500.00	$500.00
DEPARTMENT: ENGINEERING/PLANNING/GIS/PUBLIC WORKS			
SPECIAL ASSESSMENTS			
Street Improvement Projects		$55.00	$55.00
Drive Approach		Actual cost	Actual cost
Sewer		Actual cost	Actual cost
Water		Actual cost	Actual cost
New Sidewalk		50% of Actual Cost	50% of Actual Cost
PERMIT			
Drive Approach		$30.00	$30.00
Street Privilege Permits		$77.50	$77.50
Excavation Permits		$67.00	$67.00
STORMWATER PERMITS			
Permit applications with only construction site erosion control			
Less than 1 acre (per site)		$40.00	$40.00
Greater than 1 acre (per site)		$40.00 + $25 for each additional acre	$40.00 + $25 for each additional acre
Permit applications with a post-construction stormwater management plan			
Residential Subdivision Plats (per lot)		$25.00	$25.00
All other site (per site)		$150 per site + $25 per acre > 1 acre	$150 per site + $25 per acre > 1 acre
Note: No fees shall exceed $500			
GIS MAP FEES			
Color Official City Map (36"x56")		$11.40	$11.40
Color Annexation Map (36"x56")		$11.40	$11.40
Color Zoning Map (36"x56")		$11.40	$11.40
Color Aldermanic District Map (36"x56")		$11.40	$11.40
Black and White Official City Map (36"x56")		$7.20	$7.20
MISCELLANEOUS FEES & PERMITS			
Block Party Permit		$31.50	$31.50
Portable Stage - use in the City of Wausau limits		$400.00	$200.00
Portable Stage Canopy - use in the City of Wausau limits		$200.00	$100.00
Portable Stage and/or Canopy - use outside of City of Wausau Limits		$1,200.00	-
Weed Trimming (Private Residence) Minimum Charge		Actual Contracted Services Costs plus $40 Administrative Fee	Actual Contracted Services Costs plus $40 Administrative Fee

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2026 Rate	2025 Rate
Snow Removal (Private Residence) Minimum Charge		Actual Contracted Services Costs plus $100 Administrative Fee	Actual Contracted Services Costs plus $100 Administrative Fee
Snow Removal (Downtown) per foot		Actual Costs	Actual Costs
Alley Encroachment Clearing		$100 per parcel	-
Yard Waste Permit for Contractors		$250.00	$250.00
PARKING			
Jefferson Ramp 2 - 425 N 1st Street			
Parking 7 days per week; 24 hours per day Hours of Operation 8AM-6PM Monday - Friday Overnight Parking Allowed		Permit: Monthly Levels 3-6 = $38 Annual $418	Permit: Monthly Levels 3-6 = $38 Annual $418
		Permit Level 5: Monthly = $15 Annual $165	Permit Level 5: Monthly = $15 Annual $165
		Permit Level 6: Monthly = $5 Annual $55	Permit Level 6: Monthly = $5 Annual $55
		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
Ramp 3-Penneys Ramps 101 Washington Street			
Parking 7 days per week; 24 hours per day Hours of Operation 8AM-6PM Monday - Friday Overnight Parking Allowed		Permit: Monthly=$38, Annual $418	Permit: Monthly=$38, Annual $418
		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
Ramp 4-Sears 400 Forest Street			
Parking 7 days per week; 24 hours per day Hours of Operation 8AM-6PM Monday - Friday Overnight Parking Allowed		Permit: Monthly=$28, Annual $308	Permit: Monthly=$28, Annual $308
		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
3rd & Grant Street Lot 5			
Parking 7 days per week; 6AM - 2:30AM Hours of Operation 8AM-6PM Monday - Friday		Permit: Monthly = $33 Annual $363	Permit: Monthly = $33 Annual $363
		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
4th & Washington/3rd & McClellan Street - Lot 6			
Parking 7 days per week; 6AM - 2:30AM Hours of Operation 8AM-6PM Monday - Friday		Permit: Monthly = $38 Annual $418	Permit: Monthly = $38 Annual $418
		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
Lower Library Lot 7			
Parking 7 days per week; 6AM - 2:30AM Hours of Operation 8AM-6PM Monday - Friday		Permit: Monthly = $38 Annual $418	Permit: Monthly = $38 Annual $418

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2026 Rate	2025 Rate
		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
River Drive - Lot 8			
Parking 7 days per week; 24 hours per day Permit Parking 8AM-6PM Monday-Friday Overnight Parking Allowed		Permit : Monthly = $15 Annual $165 Passenger cars and pickup trucks	Permit : Monthly = $15 Annual $165 Passenger cars and pickup trucks
		Permit : Monthly = $40 Annual $440 Campers, trailers and Recreational Vehicles	Permit : Monthly = $40 Annual $440 Campers, trailers and Recreational Vehicles
Jefferson Street - Lot 9			
Parking 7 days per week; 24 hours per day Hours of Operation 8AM-6PM Monday - Friday Overnight Parking Allowed		Permit : Monthly = $25 Annual $275	Permit : Monthly = $25 Annual $275
		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
McClellan Street - Lot 10			
Parking 7 days per week; 24 hours per day Permit Parking Only - 8AM - 6PM Monday - Friday Overnight Parking Allowed		Monthly permit = $18	Monthly permit = $18
3rd & McClellan Street - Lot 13			
Parking 7 days per week; 6AM - 2:30AM Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
1st and Grant Street - Lot 14			
Parking 7 days per week; 6AM - 2:30AM Hours of Operation 8AM-6PM Monday - Friday		Permit: Monthly = $33 Annual $363	Permit: Monthly = $33 Annual $363
		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
Jefferson Street Inn/Federal Bldg. Lot 17			
Parking 7 days per week; 24 hours per day Hours of Operation 8AM-6PM Monday - Friday Overnight Parking Allowed		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
First Wausau Tower - Lot 15			
Parking 7 days per week; 24 hours per day Permit Parking 8AM-6PM Monday-Friday Overnight Parking Allowed		Free evenings & weekends	Free evenings & weekends
Penneys Forest Street Lot- Lot 18			
Parking 7 days per week; 6AM - 2:30AM Hours of Operation 8AM-6PM Monday - Friday		Permit: Monthly=$38, Annual $418	Permit: Monthly=$38, Annual $418
Scott Street Lot 20			
Parking 7 days per week; 6AM - 2:30AM Hours of Operation 8AM-6PM Monday - Friday		Permit: Monthly = $38 Annual $418	Permit: Monthly = $38 Annual $418

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2026 Rate	2025 Rate
		0-2 Hours = No charge with Plate Registration Additional hours = $1.00	0-2 Hours = No charge with Plate Registration Additional hours = $1.00
		Additional hours = $1.00	Additional hours = $1.00
All Day Value Pass			
15 Uses - good for parking in Sears, Penneys, Jefferson Ramps and lots 5,7,9 and 20		$35.00	$35.00
Contractor Downtown Street Parking Permit		$10.00 Daily Rate	$10.00 Daily Rate
DEPARTMENT: FINANCE			
NSF Check Return Charge		$45.00	$45.00
Photo Copies per page - color		$0.04	$0.04
Photo Copies per page - black and white		$0.00	$0.00
Open Records Request - CD		$15.00	$15.00
Tax Exempt Biennial Report Fee		$50.00	$50.00
Special Assessment Exam Fee		$80.00	$75.00
Special Assessment Exam Fee - Rush Order		$90.00	$82.00
Amended Applications		$10.50	$10.50
PET/ANIMAL FEES	8.08		
Spayed/Neutered Dog or Cat ($12 remitted to Marathon County)		$23.00	$20.00
Microchip Discount		-$8.00	-$8.00
Not Spayed/Neutered Dog or Cat ($20 remitted to Marathon County)		$75.00	$62.00
Dangerous Animal License		$200.00	$200.00
Dangerous Animal License Issued after July 1		$100.00	$100.00
Annual Pet License Late Fee		$5.00	$5.00
Pet Fancier Permit		$35.00	$35.00
Commercial Kennel License		$100.00	$100.00
Chicken Permit Fee	8.08.012	35	35
Honey Bee Permit		$20.00	$20.00
Honey Bee Permit -Late Fee		Double the permit fee	Double the permit fee
Sale of live poultry or farm raised game birds at a marketplace	8.080.010(d)	25	25
ALCOHOLIC BEVERAGES/CIGARETTE LICENSES AND FEES			
Class A Beer Retailer		$350.00	$350.00
Class A Liquor Retailer	125.51(2)(d)	$500.00	$500.00
Class A Beer & Liquor Retailer		$850.00	$850.00
Class B Beer Retailer	125.26(3)	$100.00	$100.00
Class B Beer & Liquor Retailer	125.51(2)(D) & 125.26(3)	$600.00	$600.00
Class B Beer & Class C Wine		$200.00	$200.00
Class B Beer - Picnic	125.26(6)	$10.00	$10.00
Class C Wine	125.51(3m)(e)	$100.00	$100.00
Provisional Retail License	125.17(5)(c)	$15.00	$15.00
Reserve Class B Liquor Retailer License	125.51(3)(e)2	$10,000.00	$10,000.00
Tavern Entertainment License		$250.00	$250.00
Liquor Establishment Publication Fee - Group		$30.00	$30.00
Liquor Establishment Publication Fee - Single		$65.00	$65.00
Change of Agent/Officer Processing	125.06(2)(e)	$10.00	$10.00
Alcohol Premise Transfer	(moving buildings)	$10.00	$10.00
Alcohol Premise Amendment		$150.00	$150.00
Cigarette Sales	134.65(2)(a)	$100.00	$100.00
Alcoholic Beverage/Cigarette Application Late Filing Fee		$75.00	$50.00
Bartender Fees			
1 Year Operator - New Applicant		$70.00	$70.00
1 Year Operator - Restricted		$70.00	$70.00
2 Year Operator - Renewal		$110.00	$110.00
2 Year Operator - Restricted		$110.00	$110.00

CITY OF WAUSAU - COMPREHENSIVE FEE SCHEDULE

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2026 Rate	2025 Rate
2 Year Operator - Lapsed (Within 2 licensing periods)		$125.00	$125.00
Operator License Duplicate		$5.00	$5.00
Temporary Operator -Event Bartender		$10.00	$10.00
TRANSIENT MERCHANT LICENSES			
Direct Seller - Cash/Surety Bond		$0.00	$0.00
Direct Seller Business Registration License 30 Days		$50.00	$50.00
Direct Seller Business Registration License 60 Days		$100.00	$100.00
Direct Seller Business Registration License 90 Days		$150.00	$150.00
Direct Seller Business Registration License 120 Days		$200.00	$200.00
Direct Seller- Employee Registration License 30 Days		$25.00	$25.00
Direct Seller - Employee Registration License 60 Days		$50.00	$50.00
Direct Seller - Employee Registration License 90 Days		$75.00	$75.00
Direct Seller - Employee Registration License 120 Days		$100.00	$100.00
SECOND HAND DEALERS			
Second Hand Dealer - Article		$225.00	$225.00
Second Hand Dealer - Jewelry		$225.00	$225.00
Second Hand Dealer Mall/Flea Market License/Yr.		$180.00	$180.00
Second Hand Dealer Mall/Flea Market License/Day		$55.00	$55.00
Pawn Brokers License		$225.00	$225.00
Special Event Second Hand Dealer (mall or flea market)		$55.00	$55.00
Flea Market License		$180.00	$180.00
PUBLIC TRANSPORTATION			
Taxicab/Limo Transportation Companies		$200.00	$200.00
Taxicab/Limo Operator License - New & Renewal		$50.00	$50.00
Taxicab/Limo Operator License - Duplicate ID		$10.00	$10.00
Commercial Quadricycle Business License Fee		$200.00	$200.00
Commercial Quadricycle Driver's License Fee		$50.00	$50.00
ESCORT AND ESCORT SERVICES	5.19		
Escort License Application Fee		$500.00	$500.00
Escort License Late Fee		$1,000.00	$1,000.00
Escort License Registration Fee for Operators, Employees and Independent Contractors		$500.00	$500.00
STREET VENDING			
Annual License		$100.00	$100.00
Semi Annual License		$75.00	$75.00
Special Youth Vending License	5.62.045	$15.00	$15.00
MOBILE HOME LICENSE			
Mobile Home - per month	5.68.020/ 66.0435	$10.00	$10.00
Mobile Home Park (for each fifty spaces or fraction thereof within ea	5.68.020/ 66.0435	$100.00	$100.00
PUBLIC AMUSEMENTS			
Public exhibitions (per performance)		$45.00	$45.00
Public exhibitions (per year)		$200.00	$200.00
Entertainment facility		$475.00	$475.00
Entertainment facility operator		$45.00	$45.00
Temporary entertainment facility		$50.00	$50.00
Amusement device distributor		$250.00	$250.00
Amusement devices (per unit)		$40.00	$40.00
Coin-operated music machines (per unit)		$40.00	$40.00
Public dance hall		$35.00	$35.00
Teen dance hall		$50.00	$50.00
Private teen club		$50.00	$50.00
Theater		$185.00	$185.00
Adult-Oriented Establishments		$600.00	$600.00
Amended Application		$250.00	$250.00
Late Fee		$100.00	$100.00
SIDEWALK CAFÉ			
Initial permit application per location without alcohol expansion		$45.00	$45.00
Initial permit application per location with alcohol expansion		$80.00	$80.00
Renewal per location without alcohol expansion		$20.00	$20.00

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2026 Rate	2025 Rate
Renewal per location with alcohol expansion		$40.00	$40.00
SPECIAL EVENTS			
Category 1		$275.00	$200.00
Category 2		$75.00	$60.00
Multiple Day Event		125% of event rate	125% of event rate
Serial Day Event Rate		200% of the event rate	200% of the event rate
Late Filing Fee			
Category 1		$200.00	$200.00
Category 1		$100.00	$100.00
MISCELLANEOUS LICENSES AND PERMITS			
Recreational Burning Permit (5 years)		$40.00	$30.00
~~Sidewalk Layers License~~		~~$600.00~~	~~$600.00~~
Horse-Drawn Carriage License		$25.00	$25.00
Bituminous Concrete License		$60.00	$60.00
Cement Contractors License		$90.00	$90.00
Electrical Contractors License		$150.00	$150.00
Garbage Haulers License		$125.00	$125.00
Newsrack Permit	5.61.050	$40.00	$40.00
Newsrack Inspection Fee	5.61.050	$10.00	$10.00
Hotel/Motel Permit	3.25.050	$10.00	$10.00
Hotel/Motel Permit Reinstatement Fee	3.25.050	$10.00	$10.00
DEPARTMENT: FIRE			
Variance w/no position statement		$35.00	$35.00
Variance w/position statement/no site visit		$75.00	$75.00
Variance w/o position statement/with a site visit		$125.00	$125.00
Fireworks/Pyrotechnics Permits		$100.00	$100.00
Fireworks/Pyrotechnics Standbys		$300.00	$300.00
Tent Permit		$30.00	$30.00
Controlled Burning Permit		$250.00	$250.00
Wood Fired Apparatus inspections		$20.00	$20.00
False Alarms: First False Alarm Calls		No Fee	No Fee
False Alarms: Second False Alarm Calls		$30.00	$30.00
False Alarms: Third and Fourth False Alarms		$60.00	$60.00
False Alarms: Fifth thru Eighth False Alarms		$400.00	$400.00
False Alarms: Ninth and Subsequent Alarms		$800.00	$800.00
General Request Standby Fees (Dedicated)		$500.00	$500.00
General Request Standby Fees (On-Duty)		$100.00	$100.00
Professional Sports Standby (Dedicated)		$500.00	$500.00
Professional Sports Standby (On-Duty)		$100.00	$100.00
School Event Standbys (On-Duty)		$50.00	$50.00
School Event Standbys (Dedicated)		$500.00	$500.00
Church Sponsored Event Inspections		$25.00	$25.00
Church Sponsored Event Standbys (Dedicated)		$500.00	$500.00
Church Sponsored Event Standbys (On-Duty)		$100.00	$100.00
City Sponsored Events Standbys (Dedicated)		$500.00	$500.00
City Sponsored Events Standbys (On-Duty)		$50.00	$50.00
Private Events Standbys (Dedicated)		$500.00	$500.00
Private Events Standbys (On-Duty)		$75.00	$75.00
Large Special Events Standbys (Dedicated)		$500.00	$500.00
Large Special Events Standbys (On-Duty)		$300.00	$300.00
Confined Space Entry Standbys (Dedicated)		$500.00	$500.00
Confined Space Entry Standbys (On-Duty)		$50.00	$50.00
Other City Department Standbys (Dedicated)		$500.00	$500.00
Ambulance Standby		$500.00	$500.00
Engine Standby		$150.00	$150.00
Tank Removal Permit Fee		$100.00	$100.00
Tank Removal/Installation Fee			

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2026 Rate	2025 Rate
Training classes		$50.00	$50.00
Transport to Health Care Facility		$100.00	$100.00
Transport Surcharge for Bariatric Patients		$50.00	$50.00
Inspection Fees			
Initial Inspection Fee		$0.00	$0.00
1st Re-inspection		$50.00	$50.00
2nd Re-inspection		$75.00	$75.00
3rd Re-inspection		$100.00	$100.00
4th Re-inspection		$125.00	$125.00
5th Re-inspection		$150.00	$150.00
6th Re-inspection		$175.00	$175.00
Additional Re-inspections		$200.00	$200.00
EMS			
BLS Transport		$1,600.00	$1,400.00
BLS Transport - Non Emergent		$1,600.00	$1,400.00
ALS Transport		$1,700.00	$1,550.00
ALS Transport - Non Emergent		$1,700.00	$1,550.00
ALS2 Transport		$2,000.00	$1,900.00
SCT Transport		$2,000.00	$2,000.00
Mileage		$28.00	$24.00
BLS - On Scene Care -Resident		$600.00	$600.00
ALS - On Scene Care		$1,200.00	$1,200.00
Lift Assist			
First two		$0.00	$0.00
Each additional assist over two		$300.00	$300.00
Paramedic Hourly Rate		$84.00	$80.00
Lock-Out Assistance Using Knox Box Keys			
First Assistance		No Charge	No Charge
Second Assistance		$75.00	$75.00
Third and Subsequent Each Assistance		$150.00	$150.00
Emergency		No Charge	No Charge
DEPARTMENT: PARKS/RECREATION/FORESTRY			
NSF FEE		$30.00	$30.00
Convenience Fee		3%	2%
Boat Launch - Annual Sticker		$35.00	$30.00
Boat Launch - Business Sticker		$55.00	$50.00
Boat Launch - Daily Pass		$7.00	$6.00
Boat Launch - Replacement Sticker		$12.00	$10.00
Violation Notice		$50.00	$50.00
Recreation and swim program participants are charged fees to cover a portion of the costs			
Private Rentals - $450 minimum ($750-2 tows) or $8.50 per youth (min 42" tall to 13 yrs.) and			
Tubing - Daily - Youth - Public		$9.00	$8.00
Tubing - Daily - Youth Punch Card		$77.00	$72.00
Tubing - Daily - Adult - Public		$12.00	$11.00
Tubing - Daily - Adult Punch Card		$106.00	$99.00
Swim Season Pass - Season passes will be discounted if purchased prior to April 1			
Swim - Season Pass - Resident - Youth		$40.00	$36.00
Swim - Season Pass - Resident - Adult		$60.00	$52.00
Swim - Season Pass - Resident - Family (1st two members)		1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off	1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off
Swim - Season Pass - NonResident - Youth		$50.00	$46.00
Swim - Season Pass - NonResident - Adult		$75.00	$67.00

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2026 Rate	2025 Rate
Swim - Season Pass - NonResident - Family		1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off	1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off
Swim - Agency Pass		$40.00	$36.00
Swim - Agency Pass Youth per visit Kaiser, Memorial & Schulenburg each person		$3.00	$2.00
Swim - Agency Pass Adult per visit Kaiser, Memorial & Schulenburg each person		$4.00	$3.00
Fee to Replace Lost Pass (1st One is FREE)		$2.00	$2.00
Swim-Daily Admittance-Youth(1-17)-1p-7:50p Kaiser, Memorial, Schulenburg		$5.00	$4.00
Swim-Daily Admittance-Adult(18-59)-1p-7:50p Kaiser, Memorial, Schulenburg		$5.00	$5.00
Swim-Daily Admittance-Senior(60+)-1p-7:50p Kaiser, Memorial, Schulenburg		$2.00	$2.00
Swim-Daily Admittance (after 5pm)-Youth(1-17)Kaiser, Memorial, Schulenburg		$3.00	$2.00
Swim-Daily Admittance-(after 5pm)Adult(18-59) Kaiser, Memorial, Schulenburg		$3.00	$3.00
Swim-Daily Admittance-(after 5pm)Senior(60+) Kaiser, Memorial, Schulenburg		$2.00	$1.00
Swimming Pool Rental no Waterslides		$398.00	$386.00
Swimming Pool Rental with Waterslides		$451.00	$438.00
Parks - Non-Exclusive Use - Non-Commercial/day		$184.00	$171.00
Parks - Non-Exclusive Use - Commercial/day		$376.00	$350.00
Parks - Non-Exclusive Use - Non Commercial 1/2 day		$121.00	$113.00
Parks - Non-Exclusive Use - Commercial 1/2 day		$252.00	$234.00
Parks - Open Shelter - Non Commercial		$66.00	N/A
Parks - Open Shelter - Commercial		$135.00	N/A
Parks - Oak Island Shelter - NonCommercial/day		$195.00	$181.00
Parks - Oak Island Shelter - Commercial/day		$406.00	$378.00
Parks - PleasantView Shelter - NonComm/day		$130.00	$121.00
Parks - PleasantView Shelter-Commercial/day		$263.00	$245.00
Parks - Riverside Shelter-NonComm-1-200/day		$290.00	$270.00
Parks - Riverside Shelter - Comm - 1-200 /day		$599.00	$557.00
Parks - Riverside Shelter - NonComm - 201-300		$482.00	$448.00
Parks - Riverside Shelter - Comm - 201-300/day		$999.00	$929.00
Parks - Riverside Shelter - Non Commercial - 301-400		$680.00	$633.00
Parks - Riverside Shelter - Comm - 301-400/day		$1,406.00	$1,308.00
Parks - Riverside Shelter - Comm - 1-200 /day		$263.00	$557.00
Parks - Riverside Shelter - NonComm - 201-300		$290.00	$448.00
Parks - Riverside Shelter - Comm - 201-300/day		$599.00	$929.00
Parks - Riverside Shelter - Non Commercial - 301-400		$482.00	$633.00
Parks - Riverside Shelter - Comm - 301-400/day		$999.00	$1,308.00
Parks - Riverside Shelter - Meeting		$680.00	$61.00
Parks - Sylvan Hill Chalet - Non-Commercial/day		$1,406.00	$270.00
Parks - Riverside Shelter - Meeting		$66.00	$61.00
Parks - Sylvan Hill Chalet - Non-Commercial/day		$290.00	$270.00
Parks - Sylvan Hill Chalet - Commercial/day		$599.00	$557.00
Parks - Sylvan Hill Chalet - Meeting 1-50/hr		$52.00	$48.00
Parks - Sylvan Hill Chalet - Meeting 50+/hr		$66.00	$61.00
Parks - Open Shelter Prior to 8am; 1 Hour minimum; cost per hour		$68.00	$63.00
Key Security Deposit		$50.00	$50.00
Facility Rental Deposit - Alcohol/Amplified Music		$200.00	$200.00
Tent, Temporary Structure, Etc Deposit		$200.00	$200.00
Staff Time for Shelter Cleaning/repairs/etc.		$54/hour	$50/hour
Late payment fee		$54/30 days	$50/30 days
Key Replacement Fee		$50.00	$50.00
Misc		Negotiable	Negotiable
Athletic Park Baseball with and without admission/game - pre-tax		$205.00	$200.00
plus 10% of gross admission			
Athletic Park Field Lights / hour		$30.00	$28.00
Athletic Park - Non-Baseball Activities		Negotiable	Negotiable
Ball Diamonds - Organized Adult or Comm Use or High School		$39.00	$36.00

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2026 Rate	2025 Rate
Ball Diamonds - Organized Youth Use		$32.00	$30.00
Sports Fields - Organized Adult or Comm Use		$37.00	$34.00
Sports Fields - Organized Youth or Comm Use		$26.00	$24.00
Sports Fields - Organized Youth Use Weekly Rate		$140/field/week	$130/field/week
Additional time		$15/hour	$14/hour
WAYBA Per Player Fee		$10.00	N/A
WAYSA Per Player Fee		$10.00	N/A
Pickleball/Tennis Courts - Public Use		Free	Free
Pickleball/Tennis Courts - Commercial or Private Use /court/hr		$13.00	$12.00
School Cross Country Running Races		$462	$430
Event/Races - under 100 participants		$6.25/Participant	$5.75/Participant
Event/Races - 100+ participants		Negotiable	Negotiable
Event Fees - Snow Fence 50" Roll including stakes and ties		$16.00/roll	$15.00/roll
Event Fees - Portable Electrical Panels (Spider Box)		$183/panel/event	$170/panel/event
Event Fees - Sound/Light System (400 Block)		$177.00	$165.00
Event Fees - Barricades		$11.00/each	$10.00/each
Event Fees - Picnic Tables		$27.00/each	$25.00/each
Event Fees - Manual Post Pounder		$38.00	$35.00
Event Fees - Water Standpipes		$57.00/each	$53.00/each
Event Fees - Backflow Preventers		$16.00/each	$15.00/each
Event Fees - Bleacher Planks		$8.00/each	$7.00/each
Event Fees - Staff - Week Day		$54.00/hr/person	$50.00/hr/person
Event Fees - Staff - Weekend and Evenings		$81.00/hr/person	$75.00/hr/person
Concession/Merchandise Sales		10% gross excluding taxes	10% gross excluding taxes
Vendor Permit Fee		$54.00/each	$50.00/each
Payment in Lieu of Tree Replacement		$550.00	$400.00
Memorial Tree		$500.00	$500.00
Memorial Bench		$1,825.00	$1,700.00
400 Block Rental Fees***			
Private Event Sponsored by a Private Group:			
Less than four hours per day		$376.00	$350.00
Greater than four hours per day		$753.00	$700.00
Admission Event:			
Less than four hours per day		$430.00	$400.00
Greater than four hours per day		$860.00	$800.00
Free Event Open to the Public			
Less than four hours per day		$87.00	$81.00
Greater than four hours per day		$175.00	$163.00
Sound and Lighting System (400 Block)		$177.00	$165.00
DEPARTMENT: POLICE			
Open Records			
Postage, use actual for large envelopes		Actual Cost	Actual Cost
CD/DVD copies		$5.00	$5.00
False Alarms			
first 1 in rolling year		No charge	No charge
2nd in rolling year		$75.00	75
3-4 alarms in rolling year		$100.00	$100.00
5-8 alarms in rolling year		$200.00	$200.00
9 & subsequent in rolling year		$300.00	$300.00
Vehicle Lock Out Service		$50.00	$40.00
Ticketed Special Event Public Safety Fee(Per Ticket Sold)		$1.00	$1.00
Police Services per hour		$94.00	$88.00

Building, Housing, and Zoning** - Fee Schedule

	2025 Fees	Proposed 2026
ONE- & TWO-FAMILY:		
PLAN REVIEW FEES		
New 1- and 2-family dwellings	$0.03/sq ft1 or $85.50 minimum	$0.07/sq ft or $100.00 minimum
Additions and Alterations to 1- and 2-family dwellings (not including garages)	$0.03/sq ft1 or $72.00 minimum	$0.07/sq ft or $100.00 minimum
New Accessory Buildings or Additions thereto over 160 sq ft	$0.03/sq ft1 or $36.00 minimum	$0.03/sq ft1 or $45.00 minimum
INSPECTION FEES		
New 1- and 2-family dwellings	$0.11/sq ft1 or $243.00 minimum	$0.115/sq ft1 or $243.00 minimum
New Accessory Buildings for 1- and 2-family dwellings		
160 sq ft or less (flat fee)	$70.00	$70.00
Over 160 sq ft (per square footage)	$0.11/sq ft1 or $103.00 minimum	$0.115/sq ft or $103.00 minimum
Additions to 1- and 2-family dwellings	$0.11/sq ft1 or $103.00 minimum	$0.115/sq ft or $103.00 minimum
Alterations to 1- and 2-family dwellings	$0.11/sq ft1 or $77.00 minimum	$0.115/sq ft or $77.00 minimum
Siding, Soffits, Fascia, Roofing, Window Replacement,	$70.00	$70.00
All Other Building, Structures, Alterations, Repairs where Square Footage CANNOT be Determined	$10.00/$1,000.00 valuation or $70.00 minimum	$10.00/$1,000.00 valuation or $70.00 minimum
HEATING, VENTILATING, AND AIR CONDITIONING		
Heating: Residential 1- and 2-family dwellings and		
Up to including 150,000 BTU a unit	$70.00/unit	$70.00/unit
Additional fee per unit that exceeds 50,000 BTUs or	$70/unit	$6.00/50,000 BTUs
Air Conditioning (permanent installation)		
New or additional ductwork/gas piping to existing duct/		$70.00
CERTIFICATES OF OCCUPANCY FEES		
Per Residential Unit	$30.00/unit	$30.00/unit
SPECIAL FEES		
Land Use Permit (Zoning Certficate)	$30.00	$35.00
State of Wisconsin Seal (when required)	$43.00	$43.00
Early Start: Footings/Foundations	$105.00	$105.00
Razing		
1- & 2-Family dwellings	$80.00	$150.00
Accessory buildings over 160 sq ft		$75.00
Accessory buildings 160 sq ft or less		$40.00
Same Day or Re-Inspection Fee	$65.00	$65.00
Administrative Fee (application not completed/additional review required)	10% of permit fee or $30.00 minimum	10% of permit fee or $30.00 minimum
Projects outside the City of Wausau limits (e.g. City of Schofield or Village of Rib Mountain)	10% of the permit fees or $10.00 minimum	10% of the permit fees or $15.00 minimum

Building, Housing, and Zoning** - Fee Schedule

	2025 Fees	Proposed 2026
Failure to Obtain Permit prior to Commencement of Work. (Payment of any fee in this subsec3on shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.)	Triple fees	Triple fees
COMMERCIAL		
PLAN ENTRY FEE		
A plan entry fee is charged with each submittal of plans in addition to the plan review & inspection fees.	$100.00	$100.00
PLAN REVIEW FEES		
Building Plans	$250.00 minimum	$250.00 minimum
2,500 – 5,000 sq ft	$300.00	$300.00
5,001 – 10,000 sq ft	$500.00	$500.00
10,001 – 20,000 sq ft	$700.00	$700.00
20,001 – 30,000 sq f	$1,100.00	$1,100.00
30,001 – 40,000 sq ft	$1,400.00	$1,400.00
40,001 – 50,000 sq ft	$1,900.00	$1,900.00
50,001 – 75,000 sq ft	$2,600.00	$2,600.00
75,001 – 100,000 sq ft	$3,300.00	$3,300.00
100,001 – 200,000 sq ft	$5,400.00	$5,400.00
200,001 – 300,000 sq ft	$9,500.00	$9,500.00
300,001 – 400,000 sq ft	$14,000.00	$14,000.00
400,001 – 500,000 sq ft	$16,700.00	$16,700.00
500,000 sq ft or more	$18,000.00	$18,000.00
HVAC Plans	$150.00 minimum	$150.00 minimum
2,500 – 5,000 sq ft	$200.00	$200.00
5,001 – 10,000 sq ft	$300.00	$300.00
10,001 – 20,000 sq ft	$400.00	$400.00
20,001 – 30,000 sq ft	$500.00	$500.00
30,001 – 40,000 sq ft	$800.00	$800.00
40,001 – 50,000 sq ft	$1,100.00	$1,100.00
50,001 – 75,000 sq ft	$1,400.00	$1,400.00
75,001 – 100,000 sq ft	$2,000.00	$2,000.00
100,001 – 200,000 sq ft	$2,600.00	$2,600.00
200,001 – 300,000 sq ft	$6,100.00	$6,100.00
300,001 – 400,000 sq ft	$8,800.00	$8,800.00
400,001 – 500,000 sq ft	$10,800.00	$10,800.00
500,000 sq ft or more	$12,100.00	$12,100.00
Fire Alarm System Plans	$30.00 minimum	$30.00 minimum
2,500 – 5,000 sq ft	$60.00	$60.00
5,001 – 10,000 sq ft	$100.00	$100.00
10,001 – 20,000 sq ft	$150.00	$150.00
20,001 – 30,000 sq ft	$200.00	$200.00
30,001 – 40,000 sq ft	$350.00	$350.00
40,001 – 50,000 sq ft	$500.00	$500.00
50,001 – 75,000 sq ft	$700.00	$700.00
75,001 – 100,000 sq ft	$1,000.00	$1,000.00
100,001 – 200,000 sq ft	$1,200.00	$1,200.00
200,001 – 300,000 sq ft	$3,000.00	$3,000.00
300,001 – 400,000 sq ft	$4,400.00	$4,400.00
400,001 – 500,000 sq ft	$5,600.00	$5,600.00
500,000 sq ft or more	$6,400.00	$6,400.00
Fire Suppression System Plans	$30.00 minimum	$30.00 minimum

Building, Housing, and Zoning** - Fee Schedule

	2025 Fees	Proposed 2026
2,500 – 5,000 sq ft	$60.00	$60.00
5,001 – 10,000 sq ft	$100.00	$100.00
10,001 – 20,000 sq ft	$150.00	$150.00
20,001 – 30,000 sq ft	$200.00	$200.00
30,001 – 40,000 sq ft	$350.00	$350.00
40,001 – 50,000 sq ft	$500.00	$500.00
50,001 – 75,000 sq ft	$700.00	$700.00
75,001 – 100,000 sq ft	$1,000.00	$1,000.00
100,001 – 200,000 sq ft	$1,200.00	$1,200.00
200,001 – 300,000 sq ft	$3,000.00	$3,000.00
300,001 – 400,000 sq ft	$4,400.00	$4,400.00
400,001 – 500,000 sq ft	$5,600.00	$5,600.00
500,000 sq ft or more	$6,400.00	$6,400.00
Site Plans		
Complete Site Plan for an acre or less		$600.00
Complete Site Plan for over an acre		$800.00
New Construction, 75,000 sq ft or less		$850.00
New Construction, over 75,000 sq ft		$1,000.00
Additional acres of 10 acres		$10.00/acres over 10 acres
Partial Site Plan		$200.00
Amendment/Revision to an Approved Site Plan		$200.00 each as needed
Structural Plans and Other Component Submittals, if submitted separately from the general building plans (e.g., structural plans, precast concrete, laminate wood, beams, cladding elements, and/or other facade features or other structural elements)		
Plan Review Fee, and	$250.00/plan	$250.00/plan
Additional Plan Entry Fee	$100/plan	$100/plan
Accessory Building	$125.00	$125.00
500 sq ft or less (flat fee)	(Plan Entry Fee Waived)	(Plan Entry Fee Waived)
Early Start (when issued by E-Plan Exam)		
Plan Review Fee for structures less than 2,500 sq ft	$120.00	$120.00
Plan Review Fee for all other structures	$150.00	$150.00
Plan Examination Extensions, when reviewing the extension of an approved plan	50% of the original plan review fee ($3,000.00 maximum)	50% of the original plan review fee ($3,000.00 maximum)
Resubmitals & Revisions to Approved Plans, when deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans. (Any significant changes or altera8ons beyond minor amendments as determined by the Plans Examiner and Building Inspec8on Department may result in addi8onal charges as appropriate.)	$75.00	$75.00
Submittal of Plans after Construction, where plans are submittal after construction a standard late submittal fee will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.	$250.00/per review type	$250.00/per review type

Building, Housing, and Zoning** - Fee Schedule

	2025 Fees	Proposed 2026
Expedited Priority Plan Review, when expediting the completion plan review in less than the normal processing time of when the plan is considered ready for review. (Within 5 business days of when we received Plans.)	200% of the fees specified in provisions	200% of the fees specified in provisions
Fees relating to the submittal of commercial building and heating and ventilation plans (new, addition, alteration) and		
1. New construction, additions, alterations, and parking lots fees are based on the prices above.		
2. New construction and additions are calculated based on the total gross floor area of the structure.		
3. A separate plan review fee is charged for each type of plan review.		
Determination of Area: The area of a floor is the area bounded by the exterior surface of the building walls or the		
New construction that is over 5,000 sq ft must go to E-Plan Exam for review. Remodeling over 10,000 sq ft		
INSPECTION FEES		
Residential and Institutional	$0.13/sq ft1 or $106.00 minimum	$0.135/sq ft1 or $120.00 minimum
Offices and Mercantile	$0.11/sq ft1 or $106.00 minimum	$0.115/sq ft1 or $120.00 minimum
Warehouses, Factories, and Building Shells	$0.095/sq ft1 or $106.00 minimum	$0.095/sq ft1 or $120.00 minimum
Reroofing and All Other Occupancies where the Square Footage CANNOT be Determined or $103.00 minimum	$10.00/$1,000.00 valuation	$10.00/$1,000.00 valuation or 106.00 minimum ($5,000.00 max)
Fire Alarm Systems, installations or additions/modifications to existing	$0.03/sq ft1 or $77.00 minimum	$0.02/sq ft1 or $85.00 minimum
Fire Suppression Systems, installations or additions/modifications to existing	$0.03/sq ft1 or $77.00 minimum	$0.02/sq ft1 or $85.00 minimum
HEATING, VENTILATING AND AIR CONDITIONING FEES		
HVAC	$5.00/$1,000.00 valuation or $0.06/ sq ft1 or $100.00 Minimum	$5.00/$1,000.00 valuation or $0.06/ sq ft1 or $103.00 Minimum
HVAC Unit Replacement		
1 unit (flat fee)	$100.00	$100.00
More than 1 unit	$70.00/unit	$70.00/unit
CERTIFICATE OF OCCUPANCY FEES		
Residential Units	$17.00/unit	$17.50/unit
Other Occupancy	$40.00	$41.00
SPECIAL FEES		
Land Use Permit (Zoning Certificate)	$75.00	$75.00
Early Start: Footings/Foundation, and Structural Framing (when issued by City of Wausau)	$120.00	$200.00
Razing: Commercial Structures	$120.00	$120.00
Parking Lot Permits (15.52.020)	$80.00	$0.00
Replacing and Repaving (when 25% or more is needing replacing/repaving)		$80.00
New Parking Lot		$100.00
Same Day or Reinspection Fee	$79.50	$79.50
Projects outside the City of Wausau limits (e.g. City of Schofield or Village of Rib Mountain)	10% of the permit fees or $10.00 minimum	10% of the permit fees or $15.00 minimum

Building, Housing, and Zoning** - Fee Schedule

	2025 Fees	Proposed 2026
Failure to Obtain Permit Prior to Commencement of Work. (Payment of any fees in this subsec8on, however, shall in no way relieve any person of the penal8es that may be imposed for viola8on of this chapter.)	Triple Fees	Triple Fees
MISCELLANEOUS FEES		
APPLICATION & PUBLICATION FEES FOR BUILDING ADVISORY BOARD (CLASS 1 NOTICE) (15.04.080)	$225.00	$225.00
APPLICATION & PUBLICATION FEES (WMC CHAPTERS 23.10.13, 23.10.10.31, 23.10.32)		
Zoning Board of Appeals: Variances, Appeals	$225.00	$225.00
Plan Commission		
Amendments, Conditional Uses, PUD Petitions	$425.00	$450.00
SIP Petitions		$200.00
Special Meeting Requested	$550.00	$600.00
Central Business District (Downtown) Obstruction Permit	$20.00	$30.00
~~**FENCES (RESIDENTIAL & COMMERCIAL)**~~	$55.00	$55.00
FENCES		
Residential		$55.00
Commercial		$100.00
HOME OCCUPATION	$20.00	$20.00
MOVING BUILDING OVER PUBLIC WAYS (15.40.010)		
Garages	$50.00	$50.00
Houses or Other Buildings	$215.00	$215.00
PARKLAND DEDICATION FEES (WMC CHAPTER 21.16)		
SR-2, SR-3, SR-5, and SR-7 Districts	$425/lot	$425/lot
DR-8, TF- 0, and TF- 2 Districts	$530/lot	$530/lot
MRL- 2, MRM-20, and MRH-50 Districts	$225/lot	$225/lot
Planned and Unified Developments		
Single-Family unit	$425/single unit	$425/single unit
Duplex Unit	$530/duplex unit	$530/duplex unit
Apartment Unit	$225/apartment unit	$225/apartment unit
Additional Residential Building Lots Created by Replat or Certified Survey	$430/additional lot	$425/additional lot
PLAT REVIEW FEES (WMC CHAPTER 21)		
Preliminary Plat Fee	$150.00 + $25.00/lot	$150.00 + $25.00/lot
Final Plat Fee	$100.00 + $10.00/lot	$100.00 + $10.00/lot
Condominium Plat Fee	$100.00 + $25.00/lot	$100.00 + $25.00/lot
CERTIFIED SURVEY MAP REVIEW		
Standard CSM	~~$110.00~~	~~$110.00~~
Extraterritorial Reviews	~~$80.00~~	~~$80.00~~
Standard and Extraterritorial CSM		$150.00
Includes Street Dedication		$200.00
PORTABLE STORAGE CONTAINERS (23.03.30)	$55.00/90 days	$55.00/90 days
RESUBMITTAL FEE		
Revised Plans that require new permits	$100.00 + Plan Review	$100.00 + Plan Review
SIGNS (15.48.050)		
~~- Business Signs~~	~~$1.25/sq ft of gross area1 or $42.00 minimum~~	
Business Signs		

Building, Housing, and Zoning** - Fee Schedule

	2025 Fees	Proposed 2026
Freestanding (e.g. Monument, Dual-Post, Pylon)		$1.25/sq ft of gross area or $100.00 minimum
On-Building, Pedestrian, Daily Notice, and Others (e.g. Wall, Awning, Canopy, Marquee, Projecting, Blade, Suspended, Menu, Sandwich Board, Bulletin Board, Order Board)		$1.25/sq ft of gross area or $50.00 minimum
~~- Adver'sing Signs~~	~~$1.50/sq ft of gross area 1 or $65.00 minimum~~	
~~- Temporary Signs (monthly fee)~~	~~$1.25/sq ft of gross area 1 or $42.00 minimum~~	
Temporary Signs (monthly fee) No fee is required, but sign to be on building no more than 30 days, 4 times per year.		
All fees for signage are charged per sign. Where signs have two or more faces, the permit fee shall be computed on each face of such sign.		
SPECIAL INSPECTIONS FEES		
(E.g., Community-based residential facilities, taverns, day care centers, massage establishments, inspection for new tenant/change of tenant for certificate of occupancy, etc.)	$175.00	$200.00
STORMWATER MANAGEMENT (WMC CHAPTER 15.56)	Established by Resolution	Established by Resolution
STREET PRIVILEGE PERMITS (12.44.050)	$77.50	$77.50
SWIMMING POOLS (19.32.020)	$60.00	$60.00
ZONING RELATED		
(E.g., Zoning Verification Letters, Combine Parcel Requests, Building Code Compliance Letters, Address Change Requests, and Other Forms Requiring Zoning Review, etc.)		
Residential	$40.00	$50.00/parcel
Commercial	$75.00	$150/parcel
HOUSING CODE (TITLE 16)		
REINSPECTION FEE (16.04.025)	$65.00	$65.00
RENT ABATEMENT APPLICATION FEE, FOR AUTHORIZATION OF (16.04.037(D))	$25.00	$25.00
RESIDENTIAL RENTAL REGISTRATION (16.04.030)		
RENTAL REGISTRATION FEE (PER BUILDING)	$10.00	$10.00
RESIDENTIAL RENTAL LICENSE INSPECTION FEES		
First Inspection	No Charge	No Charge
Second Inspection	No Charge, if corrected $65.00, if NOT corrected	No Charge, if corrected $65.00, if NOT corrected
Missed Inspection Appointments/Failure to Allow Access	$35.00	$35.00

Notes:

** In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical, or plumbing work.

Building, Housing, and Zoning** - Fee Schedule

	2025 Fees	Proposed 2026

1 In determining the square footage of a project, the square footage of all basements, attached garages or carports, and roofed over decks or porches shall be included.

City of Wausau - Electrical** - Fee Schedule

	2025 Fees	Proposed 2026
ONE- & TWO-FAMILY:		
INSPECTION FEES		
New 1- and 2-Family Dwellings"	$0.11/sq ft1	$0.115/sq ft1
Additions, Alterations, and/or Rewiring of Existing to 1- and 2-family dwellings (including garages)"	$0.14/sq ft1 or $80.00 minimum	$0.14/sq ft1 or $80.00 minimum
Attached or Detached Garages	$0.075/sq ft1	$0.080/sq ft1
New Service or Upgraded Service 1- and 2-Family Dwellings	$80.00	$105.00
All other new, additions, alterations, rewiring where square footage CANNOT be determined	$10.00/$1,000.00 valuation or $80.00 minimum	$10.00/$1,000.00 valuation or $80.00 minimum
COMMERCIAL, INDUSTRIAL, & MULTI-FAMILY:		
INSPECTION FEES		
New Construction of Apartments (3-Family and more), Row Housing, and Multi-Family Dwellings (or additions thereto)	$0.088/sq ft1	$0.115/sq ft
New Construction of Local Business, Institutional, and Office Buildings (or additions thereto)	$0.098/sq ft1	$0.105/sq ft
New Construction of Manufacturing and Industrial Buildings (or additions thereto)	$0.072/sq ft1	$0.078/sq ft
New Construction of Warehouses (or additions thereto)	$0.062/sq ft1	$0.067/sq ft
All other new, additions, alterations, rewiring where square footage CANNOT be determined	$10.00/$1,000.00 valuation or $80.00 minimum	$10.00/$1,000.00 valuation or $80.00 minimum
Electric Sign Wiring (any size)	Removing; Included in Sign Permit Fee	Removing; Included in Sign Permit Fee
Temporary Service ONLY for Industrial, Commercial, and Multi-Family Structures		$90.00
Service Changes for Industrial, Commercial, and Multi-Family Structures		
200 Amps, one meter	$87.00	$105.00
400 Amps, one meter	$104.00	$110.00
600 Amps, one meter	$122.50	$122.50
800 Amps, one meter	$138.00	$138.00
1,000 Amps and Over, one meter	$155.50	$155.50
Additional meters	$12/meter	$12/meter
PV (Photovoltaic) Systems		
Residential	$220.00	$220.00
Commercial, 7 1/2 KW or less	$240.00	$300.00
Commercial, more than 7 1/2 KW	$350.00	$500.00
Lighting / Emergency Lighting		
Testing Fee	$150.00	$175.00
ALL:		
SPECIAL FEES		
Special Inspections other than the ones listed above	$80.00	$80.00

City of Wausau - Electrical** - Fee Schedule

	2025 Fees	Proposed 2026
Administrative Fee (application not completed/additional review required)	$10% of Permit Fee or $30.00 minimum	$10% of Permit Fee or $30.00 minimum
Minimum Permit Fee		
1- and 2-Family Dwellings	$80.00	$80.00
Commercial, Industrial, and Multi-Family Dwellings	$90.00	$90.00
Same Day or Re-Inspection Fee	$79.50	$80.00
Projects outside the City of Wausau limits (e.g. City of Schofield or Village of Rib Mountain)	10% of the permit fees or $10.00 minimum	10% of the permit fees or $15.00 minimum
Failure to Obtain Permit prior to Commencement of Work. (Payment of any fee in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.)"	Triple Fees	Triple Fees

Notes:

*Projects outside the City of Wausau limits will be assessed a 10% surcharge for all fees or a minimum of $15.00

**Electrical fees shall be paid under Chapter 18.05.07, respectively.

1 In determining the square footage of a project, the square footage of all basements, attached garages or carports, and roofed over decks or porches shall be included.

Plumbing** - Fee Schedule

	2025 Fees	Proposed 2026
ONE- & TWO- FAMILY:		
PLAN REVIEW FEES		
Drainage Review Plans for New Construction & Additions		
1-Family Dwellng		$67.00
2-Family Dwellng		$85.00
A plan entry fee is charged with each submittal of plans in addition to the plan review & inspection fees.	$100.00	$100.00
PLAN REVIEW FEES		
Plumbing Plans for New Construction & Addi-ons	$300.00 minimum	$300.00 minimum
3,001 – 4,000 sq ft	$400.00	$400.00
4,001 – 5,000 sq ft	$550.00	$550.00
5,001 – 6,000 sq ft	$650.00	$650.00
6,001 – 7,500 sq ft	$700.00	$700.00
7,501 – 10,000 sq ft	$850.00	$850.00
10,001 – 15,000 sq ft	$900.00	$900.00
15,001 – 20,000 sq ft	$950.00	$950.00
20,001 – 30,000 sq ft	$1,100.00	$1,100.00
30,001 – 40,000 sq ft	$1,250.00	$1,250.00
40,001 – 50,000 sq ft	$1,550.00	$1,550.00
50,001 – 75,000 sq ft	$2,100.00	$2,100.00
Over 75,000 sq ft +	$2,500.00 + $0.0072/per addi3onal sq ft over 75,000 sq ft	$2,500.00 + $0.0072/per addi3onal sq ft over 75,000 sq ft
Plumbing Plan for Altera-on & Remodeling	$200.00 minimum	$200.00 minimum
10 – 25 Fixtures	$300.00	$300.00
26 – 35 Fixtures	$450.00	$450.00
36 – 50 Fixtures	$550.00	$550.00
51 – 75 Fixtures	$800.00	$800.00
76 – 100 Fixtures	$900.00	$900.00
101 – 125 Fixtures	$1,050.00	$1,050.00
126 – 150 Fixtures	$1,150.00	$1,150.00
151 or more Fixtures	$1,150.00 + $160.00/per additional 25 fixtures beyond 150 fixtures	$1,150.00 + $160.00/per additional 25 fixtures beyond 150 fixtures
Resubmittals & Revisions to Approved Plans, when deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans. (Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.)	$120.00	$120.00
Submittal of Plans after Construction, where plans are submitted after construction a standard late submittal fee will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.	$250.00/per review type	$250.00/per review type

Plumbing** - Fee Schedule

	2025 Fees	Proposed 2026
Expedited Priority Plan Review, when expediting the completion plan review in less than the normal processing time of when the plan is considered ready for review. (Within 5 business days of when we received Plans.)	200% of the fees specified in provisions	200% of the fees specified in provisions
Fees relating to the submittal of commercial plumbing (new construction and addition) are computed based on the total gross of each floor area of each building, or area of addition.		
1. New construction, alterations and remodeling fees are based on the prices above.		
2. The new construction fee is calculated based on square footage of the area constructed.		
3. Alterations and remodeling fee is based on the number of plumbing fixtures.		
Determination of Area: The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.		
ALL		
INSPECTION FEES		
New or Reconstructed Water Service or Private Water Main (From Curb Stop, 2 inch or less)		
Each 100 feet or fraction thereof.	$53.00/~100 M	$55.00/~100 M
For each additional inch in diameter	$10.30/additional inch	$10.30/additional inch
New or Reconstructed Sanitary Building Sewer or Private Sewer Main or Building/Area Storm Sewer Extension (From main, curb or lot line, any size)		
Each 100 feet or fraction thereof.	$53.00/~100 M	$55.00/~100 M
Catch Basin	$11.00	$50.00
Manhole	$11.00	$50.00
Retention/Infiltration Area	$25.00/2,000 sq ft	$25.00/2,000 sq ft
For each fixture or fixture connection		
1- and 2-Family Dwelling	$11.00/fixture	$11.00/fixture
Commercial Building	$11.00/fixture	$11.00/fixture

Plumbing** - Fee Schedule

	2025 Fees	Proposed 2026
Fixtures, appliances and appurtenances shall include but not be limited to: bar connections, bathtubs, buried lawn sprinklers, catch basins, CCC assembly, dental cuspidors, dishwashers, disposals, drain tile receivers, drink dispensers, drinking fountains, fire protection installation, floor drains, footing or subsoil drain discharge points, garbage grinders, grease and oil separators, ice cube machines, inside roof drains, laundry tubs, mobile home connections, private sewage disposal, pumps and ejectors, service sinks, shower stalls, sinks, site drains, soda fountains, sumps, swimming pools, urinals, wash basins, water closets, all types water conditioning units, all types water heaters, water or waste connection to any appliance, water or waste connection to machines, water wells and injection equipment, water-cooled air conditioners and connections, water-cooled motor connections, water-cooled refrigerators, and yard drains.		
New or Reconstructed Water Distribution Piping (Any size)		
Each 100 M or fraction thereof.	$15.50/~50 M	$15.50/~50 ft
New or Reconstructed Building Drain, Soil Waste, Vent Piping, or Downspouts (Any size)		
Each 100 M or fraction thereof.	$15.50/~50 M	$15.50/~50 ft
Water Distribution and Drain Piping for Manufacturing Processes		
Each 100 M or fraction thereof.	$15.50/~50 M	$15.50/~50 ft
Private Sewage Disposal System	$50.00	$50.00
Clear Water Pit & Pump	$50.00	$50.00
Swimming Pool	$60.00	$60.00
Private Water Well (5-Year Permit issued by Wausau Water Works)	$100.00	$100.00
To Abandon Water or Sewer Systems when Wrecking or Moving a Building	$70.00	$70.00
To Abandon a Private Well and/or Septic System	$70.00	$70.00
SPECIAL FEES		
Administrative Fee (application not completed/additional review required)	$10% of Permit Fee or $30 minimum	$10% of Permit Fee or $30 minimum
Minimum Permit Fee		
Projects requiring only 1 inspection	$65.00	$67.00
Projects requiring more than 1 inspection	$82.00	$85.00
Same Day or Re-Inspection Fee	$79.50	$80.00
Early Start Exterior Plumbing (when issued by City of Wausau municipality)		$200.00
Projects outside the City of Wausau limits (e.g. City of Schofield or Village of Rib Mountain)	10% of the permit fees or $10.00 minimum	10% of the permit fees or $15.00 minimum
Failure to Obtain Permit prior to Commencement of Work, starting work without State Approved Plans (Payment of any fee in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.)	Triple Fees	Triple Fees

Plumbing** - Fee Schedule

	2025 Fees	Proposed 2026
Excava-on Permit Fee	$70.00	$70.00

Notes:

**Plumbing fees shall be paid under Chapter 19.12.030, respectively.

OFFICIAL MINUTES
REGULAR MEETING

DRAFT

MEETING:	Finance Committee
DATE/TIME:	Tuesday, October 28, 2025 at 5:15 PM
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403

MEMBERS:
Michael Martens (C) Vicki Tierney (VC)
Becky McElhaney Chad Henke
Sarah Watson

Members Present: Michael Martens, Vicki Tierney, Becky McElhaney , Sarah Watson, Chad Henke
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:16 PM.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

None.

2 Consideration of the minutes of the preceding meeting(s).

Motion by Alderperson Watson, seconded by Alderperson Tierney, to Approve Minutes. Motion Passed 5-0.

September 29, 2025 Budget Session #1 Finance Committee Minutes

September 30, 2025 Budget Session #2 Finance Committee Minutes

October 6, 2025 Budget Session #3 Finance Committee Minutes

October 13, 2025 Budget Session #4 Finance Committee Minutes

October 14, 2025 Joint Finance Committee and Economic Development Committee Minutes

3 Discussion and possible action.

a. 2026 Business Improvement District Operating Plan.

Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve. Motion Passed 5-0.

b. Authorizing the issuance and sale of up to $311,838 Taxable General Obligation Water System Promissory Notes, Series 2025, and providing for other details and covenants with respect thereto and approval of related $9,450,172 financial assistance agreement.

Finance Director Groat stated this item was to close the loan for the 2025 Lead Service Line Project. In 2024 the program was paid with taxable general obligation promissory notes. In 2025, the homeowner's share was paid with general obligation promissory notes, and the revenue bonds would be for the utility's share. Groat stated the city

would get a highly discounted rate again due to participating in the Safe Drinking Water Program and receiving principal forgiveness. Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve. Motion Passed 5-0.

c. Authorizing the issuance and sale of up to $4,596,236 Water System Revenue Bonds, Series 2025, and providing for other details and covenants with respect thereto and approval of related $5,407,337 financial assistance agreement.

Public Works Director Eric Lindman stated this item would pay for the city's side of the 2025 Lead Service Line. Motion by Alderperson Henke, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Recommending a 2026 Budget including setting the 2026 Fee Schedule.

Finance Director Groat stated that City staff estimated a 1.5% increase in assessed manufacturing value, and actuals came in at a 1.36% increase. This impact would increase the tax rate by $0.01. When the Finance Committee started its budget deliberations, it had a 8.75 tax rate (a $0.04 increase from the prior year), and the Finance Committee decreased the tax rate by $0.02. Now the actual manufacturing assessed valuation increased the tax rate by $0.01. The net change to the taxpayer If the budget was adopted as recommended by Finance, would be a $0.03 increase from the prior year. Chair Martens stated the increase would be $0.03 per $1,000 of assessed property value.

Alder McElhaney said she would not be voting to support the fee schedule because she voted against the pet license and is still against it.

Alder Watson asked if the city could increase the animal license late fee. Groat clarified Wisconsin state statutes stated what the late fee could be.

Alder Tierney stated she could not support the fee schedule, because the fees are directed too much at individuals trying to make ends meet. Alder Tierney asked why we were required to give funds to the county. Director Groat stated that Wisconsin statues require it to cover the county expenses including non-dog strays. Police Chief Barnes stated the city has two contracts with the humane society: held for cause and non-dog strays. The county is statutorily obligated for dog strays. The city pays $180 per cat, and the county pays an amount for per dog.

Chair Martens stated that if they wanted to keep the city's portion the same as last year, they would have to increase the fee to $27. Alder Watson asked if they would be able to compromise at $25.

Alder Tierney questioned why there was a reduction in the microchip discount. Director Groat stated that it was to help make the math easier for people who have difficulty totaling the animal license fee they owe.

Tierney stated there were items on the fee schedule that did not make a profit, but with animals it is not about profit.

Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve the Fee Schedule Without the Pet Animal License Fees. Motion Passed 5-0.

4 Adjournment.

Motion by Alderperson Henke, seconded by Alderperson Tierney, to Adjourn. Motion carried. Meeting adjourned at 5:41PM

City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Preliminary Resolution Levying Special Assessments for 2026 Street Construction Projects

Committee Action: Approved 5-0

Fiscal Impact: None at this time. Construction would take place in 2026 and the special assessments would be levied in 2027.

File Number:	**Date Introduced:** November 11, 2025

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☒ No☐		
	Included in Budget:	Yes☐ No☐	*Budget Source:*	
	One-time Costs:	Yes☐ No☐	*Amount:*	
	Recurring Costs:	Yes☐ No☐	*Amount:*	
SOURCE	*Fee Financed:*	Yes☐ No☐	*Amount:*	
	Grant Financed:	Yes☐ No☐	*Amount:*	
	Debt Financed:	Yes☐ No☐	*Amount*	*Annual Retirement*
	TID Financed:	Yes☐ No☐	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

BE IT RESOLVED by the Common Council of the City of Wausau as follows:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703 of the Wisconsin Statutes and Section 3.24.020 of the Wausau Municipal Code to levy special assessments upon property for special benefits conferred upon such property by the improvement of the following streets under Street Construction projects to take place in 2026:

Stark Street from 5th Street to 12th Street
North 8th Avenue from Spruce Street to Bridge Street
2nd Street from Forest Street to Division Street
Division Street from 2nd Street east to the dead end

2. The public improvement shall include the removal and replacement of bituminous concrete and/or Portland cement concrete pavement, curb and gutter, drive approaches; installation and/or replacement of sidewalk and sanitary sewer, water and storm sewer laterals where necessary.

3. The total amount assessed against the properties in the defined assessment district shall not exceed the total cost of the City's share of the improvements. The City Council determines that the improvements constitute an exercise of the police power and the assessment against each parcel shall be upon a reasonable basis. The final assessment bill will be sent to property owners upon substantial completion of the project.

4. Unless other installment plans are determined at the hereinafter stated public hearing, the assessment against any parcel shall be paid as follows:

Assessments under $300: If payment is not made prior to November 1, 2027, the special assessment will be placed on the 2027 real estate tax bill and be due in full on or before January 31, 2028. There is no interest charged when paid in full. Assessments totaling less than $300 must be paid in full and do not qualify for the five-year payment schedule.

Assessments totaling $300 but less than $20,000: If full payment is not made prior to November 1, 2027, assessments totaling $300 but less than $20,000 will automatically be placed on the five-year payment schedule on the 2027 real estate tax bill. Property owners may then pay their special assessment under either of two options:

A. Payment in full without interest with the 2027 real estate taxes **OR**

B. Payment of the first one-fifth of the assessment with the 2027 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2028, on the unpaid balance. (The 2025 rate was 3.94%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over $20,000: If payment is not made prior to November 1, 2027, assessments totaling $20,000 or more will automatically be placed on the ten-year payment schedule on the 2027 real estate tax bill. Property owners may then pay their special assessment under either of two options:

A. Payment in full without interest with the 2027 real estate taxes **OR**

B. Payment of the first one-tenth of the assessment with the 2027 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2028, on the unpaid balance. (The 2025 rate was 3.94%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31), however, the special assessments must be paid on or before January 31, 2028. No payments can be applied to real estate taxes if the special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states if a treasurer receives a payment from a taxpayer which is not sufficient to

pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) real property taxes.

5. The Engineering Department shall prepare a report which shall consist of the preliminary plans for the proposed work, an estimate of the cost of the work, a schedule of the proposed assessments for each parcel; a copy of the report shall be filed with the City Clerk for public inspection. In accordance with Section 66.0703(7)(a), Wisconsin Statutes, notice shall be given of a public hearing on the project; the hearing shall be held by the Board of Public Works in the Council Chambers of City Hall and will be scheduled early in late 2025 or early 2026.

6. The installation of said improvements shall be accomplished according to the provisions of Title 12 and Chapter 3.24 of the Wausau Municipal Code, where applicable.

Approved:

_____

Doug Diny, Mayor

Date of Meeting: October 9, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson
Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Dustin Kraege, Lori Wunsch

Discussion and possible action on preliminary resolution levying special assessments for 2026 Street Construction Projects

This is brought forward each year to get the process started to levy special assessments for street projects. The projects have previously been approved by this committee. Wesolowski noted that 28th Avenue was removed from the reconstruction list and is now proposed for a mill and overlay in 2026. The rest of the streets previously approved by committee are included in the preliminary budget. Staff is looking to move ahead with special assessment hearings.

Larson asked why 28th Avenue will be an overlay and not rebuilt as discussed. If that was known earlier, Larson feels an overlay could have been done already this year. Larson is getting complaints about the condition of Sherman Street. Two years ago when Sherman was overlaid from 8th Ave to the west, the whole street should have been done. The part that hasn't been overlaid is deteriorated and rough. Wesolowski indicated there is $600,000 in the proposed asphalt overlay budget for 2026. He will bring the streets proposed for overlay to committee in January or February. He asked alders to email him if they have streets they would like to look at for an overlay.

Henke asked if another resolution would be needed if money is found in the budget to redo 28th Ave completely. Wesolowski confirmed and stated staff is ready to move ahead if money is found.

Larson is surprised and upset. He was led to believe an overly of 28th Avenue would be just a patch and could be washed away in a storm. He wants it done and done right. Lindman stated an overlay is just a temporary patch anticipated to last 5 to 7 years. With the water issues, if we do get a heavy rain or saturated soils, the damage that previously happened could happen again. When the budget was presented to Finance, 28th Avenue was pulled. The cost estimate was about $1.8 million and it was pulled due to the debt service. The budget will go to Finance on Monday and then to Council for a final decision. Henke will be bringing forward amendments for the budget. Larson asked if this was part of the 5% budget cuts for departments. Lindman stated this is for capital projects; those cuts were from the operational budget. Larson feels hoodwinked and is sure the neighbors do too.

Neal moved to approve special assessments for the projects shown. Seconded by Watson and the motion passed 5-0.

DRAFT

Agenda Item No.
8

STAFF REPORT TO INFRASTRUCTURE & FACILITIES COMMITTEE – October 9, 2025

AGENDA ITEM

Discussion and possible action on preliminary resolution levying special assessments for 2026 Street Construction Projects

BACKGROUND

The following streets are proposed for reconstruction in the 2026 budget:

Stark Street	(5th Street – 12th Street)
N. 8th Avenue	(Spruce Street - Bridge Street)
S. 2nd Street	(Forest Street - Division Street)
Division Street	(S. 2nd Street – East limits)

FISCAL IMPACT

Streets have been included in the proposed 2026 budget.

STAFF RECOMMENDATION

Staff recommends approving the preliminary resolution levying special assessments for the 2026 street construction projects contingent upon budget approval. Public hearings would be scheduled in December or January.

Staff contact: Allen Wesolowski 715-261-6762

RESOLUTION NO. 25-1113

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $311,838 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025 (2ND ISSUE), AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO, AND APPROVAL OF RELATED FINANCIAL ASSISTANCE AGREEMENT

WHEREAS, the City of Wausau, Marathan County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System, including the replacement of private side lead service lines, are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4930-22 by the Department of Natural Resources; and

WHEREAS, under the provisions of Section 67.12(12), Wisconsin Statutes, any municipality (as defined in Section 67.01(5), Wisconsin Statutes) may, by action of its governing body, issue promissory notes as evidence of indebtedness for any public purpose (as defined in Section 67.04(1)(b), Wisconsin Statutes) which promissory notes are general obligations of the municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation promissory notes of the Municipality, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, such notes are to be issued for purposes of Sections 281.58, 281.59, 281.60 or 281.61, Wisconsin Statutes; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such notes on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has approved the issuance of such notes on a taxable basis.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Chapter 67, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Notes;

(c) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "debt service fund" as such term is defined in the Act;

(d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Notes are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(e) "Fiscal Year" means the twelve-month period ending on each December 31;

(f) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(g) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(h) "Municipality" means the City of Wausau, Marathan County, Wisconsin;

(i) "Notes" means the $311,838 Taxable General Obligation Promissory Notes, Series 2025 (2nd Issue), of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(j) "Note Year" means the twelve-month period ending on each May 1;

(k) "Project" means the Project described in the preamble to this Resolution; and

(l) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of $311,838; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2025 (2nd Issue)" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Notes shall be payable commencing on May 1, 2026 and semiannually thereafter on May 1 and November 1 of

each year. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

Section 4. Form, Execution, Registration and Payment of the Notes. The Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Notes shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Notes shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Bond Registrar. Payment of principal on the Note and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "Taxable General Obligation Promissory Notes, Series 2025 (2nd Issue), Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrepealable tax in an amount and at the times sufficient for that purpose. This tax shall be levied in the years 2026 through 2044, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2026 through 2045, inclusive, when due. The amount of tax levied for collection in the year 2027 shall be the total amount of debt service due on the Notes in the years 2026 and 2027; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (d) below which are applied to payment of interest on the Notes in the year 2026.

Assuming the entire principal amount of the Notes is drawn as of the closing date, this tax will be levied for collection in the following years in the following amounts:

Tax Collection Year	Amount
2026	$15,931.26
2027	15,985.35
2028	15,985.30
2029	15,985.25
2030	15,985.21
2031	15,985.16
2032	15,985.11
2033	15,985.06
2034	15,985.01
2035	15,984.96
2036	15,984.91
2037	15,984.86
2038	15,984.82
2039	15,984.77
2040	15,984.71
2041	15,984.66
2042	15,984.62
2043	15,984.57
2044	15,984.52
2045	15,984.47

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

(c) If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Municipality then available, which sums shall be replaced upon the collection of the taxes herein levied.

(d) There be and there hereby is appropriated from funds of the Municipality on hand a sum sufficient to be deposited in the Debt Service Fund to meet payments with respect to debt service due on May 1, 2026 and November 1, 2026.

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "Taxable General Obligation Promissory Notes, Series 2025 (2nd Issue) Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) and 67.10(3), Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality.

Section 9. Operation of Project; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to $311,838 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of

tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 11, until all of the Notes have been paid in full as to both principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 13. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 14. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 15. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 16. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed:

Approved:

_____
Doug Diny
Mayor

Attest:

_____
Kaitlyn A. Bernarde
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED	UNITED STATES OF AMERICA	REGISTERED
NO. _____	STATE OF WISCONSIN MARATHAN COUNTY CITY OF WAUSAU	$_____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025 (2ND ISSUE)

Final Maturity Date	Date of Original Issue
May 1, 2045	_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed _____ DOLLARS ($_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2026.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Note shall not be redeemable prior to its maturity, except as provided in the Financial Assistance Agreement.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of $0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, specifically the replacement of private side lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted November 11, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $311,838 Taxable General Obligation Promissory Notes, Series 2025 (2nd Issue), and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrepealable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

COPY

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU, WISCONSIN

(SEAL)

By:_____
Doug Diny
Mayor

By:_____
Kaitlyn A. Bernarde
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

_____

Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated:_____

_____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

_____

COPY

SCHEDULE A

$311,838

CITY OF WAUSAU, WISCONSIN
TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2025 (2ND ISSUE)

Amount of Disbursement	Date of Disbursement	Series of Notes	Principal Repaid	Principal Balance

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

Date	Amount
May 1, 2026	$15,224.83
May 1, 2027	15,262.89
May 1, 2028	15,301.05
May 1, 2029	15,339.30
May 1, 2030	15,377.65
May 1, 2031	15,416.09
May 1, 2032	15,454.63
May 1, 2033	15,493.27
May 1, 2034	15,532.00
May 1, 2035	15,570.83
May 1, 2036	15,609.76
May 1, 2037	15,648.78
May 1, 2038	15,687.91
May 1, 2039	15,727.13
May 1, 2040	15,766.44
May 1, 2041	15,805.86
May 1, 2042	15,845.38
May 1, 2043	15,884.99
May 1, 2044	15,924.70
May 1, 2045	15,964.51

COPY

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE REPLACEMENT
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF WAUSAU

$9,450,172 With up to $9,138,334 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of November 26, 2025

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 37291
Safe Drinking Water Loan Program Project No. 4930-22

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01.	Definitions	2
Section 1.02.	Rules of Interpretation	5

ARTICLE II
REPRESENTATIONS

Section 2.01.	Representations of the SDWLP	5
Section 2.02.	Representations of the Municipality	6

ARTICLE III
LOAN PROVISIONS

Section 3.01.	Loan Clauses	9
Section 3.02.	Type of Municipal Obligation and Security	10
Section 3.03.	Loan Amortization	10
Section 3.04.	Sale and Redemption of Municipal Obligations	10
Section 3.05.	Disbursement of Financial Assistance	10
Section 3.06.	Remedies	11
Section 3.07.	Security for the Municipal Obligations	12
Section 3.08.	Effective Date and Term	12
Section 3.09.	Other Amounts Payable	13

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01.	Insurance	13
Section 4.02.	Construction of the Project	13
Section 4.03.	Performance Bonds	13
Section 4.04.	Completion of the Project	13
Section 4.05.	Payment of Additional Project Costs	14
Section 4.06.	No Warranty Regarding Condition, Suitability, or Cost of Project	15

ARTICLE V
COVENANTS

Section 5.01.	Application of Financial Assistance	15
Section 5.02.	Reserved	15
Section 5.03.	Compliance with Law	15
Section 5.04.	Reserved	15
Section 5.05.	Establishment of Project Accounts; Audits	15
Section 5.06.	Records	15
Section 5.07.	Project Areas	16
Section 5.08.	Engineering Inspection	16
Section 5.09.	Reserved	16
Section 5.10.	User Fee Covenant	16
Section 5.11.	Notice of Impaired System	16
Section 5.12.	Hold Harmless	16

Section 5.13.	Nondiscrimination Covenant	16
Section 5.14.	Employees	17
Section 5.15.	Adequate Funds	17
Section 5.16.	Management	17
Section 5.17.	Reimbursement	17
Section 5.18.	Unpaid User Fees	17
Section 5.19.	Rebates	17
Section 5.20.	Maintenance of Legal Existence	17
Section 5.21.	Wage Rate Requirements	18
Section 5.22.	American Iron and Steel and Build America, Buy America	18
Section 5.23.	Federal Single Audit	18
Section 5.24.	Federal Equivalency Project	19

ARTICLE VI
MISCELLANEOUS

Section 6.01.	Notices	19
Section 6.02.	Binding Effect	19
Section 6.03.	Severability	19
Section 6.04.	Amendments, Supplements, and Modifications	20
Section 6.05.	Execution in Counterparts	20
Section 6.06.	Applicable Law	20
Section 6.07.	Benefit of Financial Assistance Agreement	20
Section 6.08.	Further Assurances	20
Section 6.09.	Assignment of Municipal Obligations	20
Section 6.10.	Covenant by Municipality as to Compliance with Program Resolution	20
Section 6.11.	Termination	20
Section 6.12.	Rescission	20

EXHIBIT A	PROJECT BUDGET SHEET
EXHIBIT B	LOAN AMORTIZATION SCHEDULE
EXHIBIT C	FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION
EXHIBIT D	OPERATING CONTRACTS
EXHIBIT E	UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)
EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	LIST OF FEDERAL LAWS AND AUTHORITIES
EXHIBIT H	BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the “FAA”), dated November 26, 2025, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the “SDWLP”), by the Department of Natural Resources (the “DNR”) and the Department of Administration (the “DOA”), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Wausau, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the “Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the “Loan”) pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality with respect to a general obligation of the Municipality, for repayment of the Municipal Obligations; and

WHEREAS, the Municipality, when required, obtained DNR approval of facility plans or engineering reports and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

“American Iron and Steel” means the requirements for using American iron and steel as mandated under EPA’s Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 28, 2024, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

“Build America, Buy America” means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

“FAA” means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to DNR.

“Financial Assistance” means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

“Lead Service Line” or “LSL” means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead.

“Lead Service Line Replacement Program” means the subprogram of the SDWLP which provides funding from the Bipartisan Infrastructure Law for replacement of Lead Service Lines and is managed and administered by DNR and DOA.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, maintained by DOA, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

(a) amount of each disbursement,
(b) date of each disbursement,
(c) the series of Bonds from which each disbursement is made,
(d) principal amounts repaid, and
(e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

(a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;

(c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute general obligations of the Municipality, and the full faith and credit of the Municipality is pledged for the payment of principal thereof and interest thereon as and when it becomes due; and

(e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript, in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the City of Wausau, a "local governmental unit” within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

“Principal Forgiveness” means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is $9,138,334.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

“Progress Payments” means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

“Project” means the project assigned SDWLP Project No. 4930-22 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s), if any, for the plans and specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality or the applicable private property owner, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

“Service Line” means the water service piping from the corporation stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

"State" means the State of Wisconsin.

“Statute” means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents.

“Supplemental Resolution” shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Municipality’s Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

“Water Rates” means a charge or system of charges levied on users of a water system for the user’s proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

“Water System” means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

(a) Reserved.

(b) Pursuant to the Statute, the SDWLP has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.

(e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP’s knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2025 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), (u), and (ee) covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

(1) conduct its business and own its properties,
(2) enter into this FAA,
(3) adopt the Municipal Obligation Resolution,
(4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
(5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of $311,838 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or

instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued and legally-binding general obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and authorizing the execution and delivery of this FAA and the transactions contemplated hereunder and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own any public portion of the Project, carry on its activities relating thereto, undertake and complete or cause the property owner to undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and

environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) Reserved.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) Reserved.

(r) Reserved.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145 Wis. Stats.

(t) The Municipality has levied a tax that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the Wisconsin Fund construction grants program, the SDWLP, or the CWFP.

(v) Reserved.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is December 31, 2025.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, the department of administration shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting the department, the department of administration may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If the department of administration collects amounts due, it shall remit those amounts to the fund to which they are due and notify the department of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Water System or, in the case of a joint utility system, to bill the users of the Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) Reserved.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of $9,450,172 with Principal Forgiveness of $9,138,334 for payment of Project Costs.

(dd) The Municipality acknowledges that they have final responsibility for assuring compliance with all federal requirements of the Lead Service Line Replacement Program whether the work is completed under a municipally-bid contract or completed utilizing a prequalified list of plumbers and contractors from which property owners contract directly.

(ee) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a Service Line that is still partially lead.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of $311,838. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of zero and 250/1000ths percent (0.250%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to $9,138,334; and second, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Department of Administration shall maintain a Loan Disbursement Table on its website http://eif.doa.wi.gov/start. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a general obligation evidenced by

issuance of general obligation notes pursuant to ch. 67, Wis. Stats. The security for the Municipality's obligation to meet the annual debt service requirements shall be the full faith and credit of the Municipality and an irrepealable levy of ad valorem taxes and may include revenues of the Water System which are appropriated and irrevocably deposited in the debt service fund for the Municipal Obligations. Pursuant to s. 67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.03. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on November 26, 2025. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may be prepaid with the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent. Advance notice of prepayment requests must be submitted to doaeif@wisconsin.gov. Only electronic prepayments will be accepted, and payments must occur on the published DNR and DOA disbursement dates.

(b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations unless otherwise agreed to by the State.

Section 3.05. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality or the applicable private property owner.

(c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement to the Municipality beyond ninety-five percent (95%) of the total Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors, if applicable;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

(5) DNR certifies in writing to DOA the Municipality’s compliance with all applicable requirements of this FAA.

Section 3.06. Remedies

(a) If the Municipality or any agent thereof:

(1) is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Water System directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Municipal Obligations As security for the Municipal Obligations, the Municipality hereby pledges the full faith and credit of the Municipality and an irrepealable levy of ad valorem taxes (which is a dedicated source of revenue) in accordance with the terms of the Municipal Obligation Resolution and may include revenues of the Water System which are appropriated and irrevocably deposited in the debt service fund for the Municipal Obligations; provided, however, that any such revenues of the Water System shall not be derived from rate-payer funds. Pursuant to s.67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the

State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance When utilizing a municipally-bid contract, the Municipality agrees to maintain property and liability insurance for the Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Project.

Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) During construction of the Project, if a Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the remaining portion of the Service Line also containing lead, or containing galvanized iron or galvanized steel that is or has been downstream of lead, the SDWLP shall not provide funding for the Lead Service Line replacement until the remaining side of the Service Line has also been replaced.

(c) Pitcher filters or point-of-use filtration that have been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under any municipally-bid construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality or the

applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:

(1) property address,

(2) property type (residential, school, daycare, commercial, other),

(3) original Service Line material,

(4) new Service Line material; and

(5) Service Line ownership (public, private, both).

(c) As applicable, the Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall:

(1) complete and deliver to DNR the documentation described in Section 4.04(b) above;

(2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and

(3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA.

(4) certify to DNR its acceptance of the Project from its contractors, subject to claim against contractors and third parties;

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance, which shall be at the sole discretion of the State, depends on, among other things, the availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement thereof from the SDWLP, or bonds issued to fund Financial Assistance, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA or DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the plans and specifications, or other documents, or the inspection of Project construction by DNR, does not

relieve the Municipality of its responsibility to properly plan, design, and build the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Reserved

Section 5.03. Compliance with Law At all times during construction of the Project the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Reserved

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project records at all reasonable times, include provisions in any municipally-bid contracts permitting access during construction, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection When utilizing a municipally-bid contract, the Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for

the construction of the Project and to determine whether such work has been performed in accordance with applicable building codes.

Section 5.09. Reserved

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA.

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Project; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: 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. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: 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. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

(c) The Municipality shall follow all federal statutes and regulations prohibiting discrimination, without limitation, including the following:

(1) Age Discrimination Act, Pub. L. 94-135

(2) Equal Employment Opportunity, Executive Order 11246

(3) Section 13 of the Clean Water Act, Pub. L. 92-500

(4) Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250

(5) Title VI of the Civil Rights Act, Pub. L 88-352

(6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations.

Section 5.16. Management When utilizing a municipally-bid contract, the Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to applicable building codes. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and

(4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit G of this FAA.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when electronically delivered, hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

(a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

(b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921

(c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292

(d) CITY OF WAUSAU
407 GRANT STREET
WAUSAU WI 54403-4737

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF WAUSAU

By:_____
Doug Diny
Mayor

Attest:_____
Kaitlyn Bernarde
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By:_____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By:_____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF WAUSAU
SDWLP Project No. 4930-22

	Total Project Costs	Ineligible Costs Paid with Municipal Funds	Eligible SDWLP Costs Paid with Municipal Funds	Eligible SDWLP Paid with 4930-98	SDWLP Total Award Amount for this Project
Force Account	0.00	0.00	0.00	0.00	0.00
Interim Financing	0.00	0.00	0.00	0.00	0.00
Preliminary Engineering	0.00	0.00	0.00	0.00	0.00
Land or Easement Acquisition	0.00	0.00	0.00	0.00	0.00
Engineering/Construction Mgmt.	3,664,475.30	839,668.14	0.00	2,457,938.35	366,868.81
Construction/Equipment	23,466,273.00	0.00	13,836,098.00	734,175.00	8,896,000.00
Contingency	2,182,545.24	0.00	0.00	2,097,723.65	84,821.59
Miscellaneous Costs	228,468.92	8,487.32	0.00	117,500.00	102,481.60
SDWLP Closing Costs	0.00	0.00	0.00	0.00	0.00
TOTAL	**$29,541,762.46**	**$848,155.46**	**$13,836,098.00**	**$5,407,337.00**	**$9,450,172.00**
Principal Forgiveness Amount (A)					**$9,138,334.00**
Net SDW Loan Amount					**$311,838.00**

A = Principal Forgiveness provided for private side LSL replacements and filters are at 100% Principal Forgiveness; all remaining project costs are at 15% Principal Forgiveness

City of Wausau, Wisconsin **Exhibit B**

Project # 4930-22 Safe Drinking Water Loan Program

Loan Closing Date: ***November 26, 2025***

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-26	15,224.83	0.250%	335.66	15,560.49	15,560.49	0.00
1-Nov-26	0.00	0.250%	370.77	370.77	0.00	15,931.26
1-May-27	15,262.89	0.250%	370.77	15,633.66	16,004.43	0.00
1-Nov-27	0.00	0.250%	351.69	351.69	0.00	15,985.35
1-May-28	15,301.05	0.250%	351.69	15,652.74	16,004.43	0.00
1-Nov-28	0.00	0.250%	332.56	332.56	0.00	15,985.30
1-May-29	15,339.30	0.250%	332.56	15,671.86	16,004.42	0.00
1-Nov-29	0.00	0.250%	313.39	313.39	0.00	15,985.25
1-May-30	15,377.65	0.250%	313.39	15,691.04	16,004.43	0.00
1-Nov-30	0.00	0.250%	294.17	294.17	0.00	15,985.21
1-May-31	15,416.09	0.250%	294.17	15,710.26	16,004.43	0.00
1-Nov-31	0.00	0.250%	274.90	274.90	0.00	15,985.16
1-May-32	15,454.63	0.250%	274.90	15,729.53	16,004.43	0.00
1-Nov-32	0.00	0.250%	255.58	255.58	0.00	15,985.11
1-May-33	15,493.27	0.250%	255.58	15,748.85	16,004.43	0.00
1-Nov-33	0.00	0.250%	236.21	236.21	0.00	15,985.06
1-May-34	15,532.00	0.250%	236.21	15,768.21	16,004.42	0.00
1-Nov-34	0.00	0.250%	216.80	216.80	0.00	15,985.01
1-May-35	15,570.83	0.250%	216.80	15,787.63	16,004.43	0.00
1-Nov-35	0.00	0.250%	197.33	197.33	0.00	15,984.96
1-May-36	15,609.76	0.250%	197.33	15,807.09	16,004.42	0.00
1-Nov-36	0.00	0.250%	177.82	177.82	0.00	15,984.91
1-May-37	15,648.78	0.250%	177.82	15,826.60	16,004.42	0.00
1-Nov-37	0.00	0.250%	158.26	158.26	0.00	15,984.86
1-May-38	15,687.91	0.250%	158.26	15,846.17	16,004.43	0.00
1-Nov-38	0.00	0.250%	138.65	138.65	0.00	15,984.82
1-May-39	15,727.13	0.250%	138.65	15,865.78	16,004.43	0.00
1-Nov-39	0.00	0.250%	118.99	118.99	0.00	15,984.77
1-May-40	15,766.44	0.250%	118.99	15,885.43	16,004.42	0.00
1-Nov-40	0.00	0.250%	99.28	99.28	0.00	15,984.71
1-May-41	15,805.86	0.250%	99.28	15,905.14	16,004.42	0.00
1-Nov-41	0.00	0.250%	79.52	79.52	0.00	15,984.66
1-May-42	15,845.38	0.250%	79.52	15,924.90	16,004.42	0.00
1-Nov-42	0.00	0.250%	59.72	59.72	0.00	15,984.62
1-May-43	15,884.99	0.250%	59.72	15,944.71	16,004.43	0.00
1-Nov-43	0.00	0.250%	39.86	39.86	0.00	15,984.57
1-May-44	15,924.70	0.250%	39.86	15,964.56	16,004.42	0.00
1-Nov-44	0.00	0.250%	19.96	19.96	0.00	15,984.52
1-May-45	15,964.51	0.250%	19.96	15,984.47	16,004.43	15,984.47
Totals	311,838.00		7,806.58	319,644.58	319,644.58	319,644.58

Net Interest Rate	0.2500%
Bond Years	3,122.6129
Average Life	10.0136

The above schedule assumes full disbursement of the loan on the loan closing date.

21-Oct-25 Wisconsin Department of Administration

Estimate Only

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at http://eif.doa.wi.gov/. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at http://eif.doa.wi.gov/.

Available Report	Information Provided
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at http://eif.doa.wi.gov/siteDescr.htm.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov. The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Wausau (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4930-22 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4930-22 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____ Dated as of: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Attest: _____ Dated as of: _____
[Name of Clerk or Secretary]
[Title]

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the DNR is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality	Project Number
City of Wausau	4930-22

Project Description
BIL SFY25 LSL Program

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No X				Enter at Project Closeout	
DBE Firm	**Indicate DBE Type**	**Construction or Non-construction***	**Contract Estimate ($)**	**Actual Amount Paid to the DBE ($)**	**Certifying Agency or List**
SAMPLE: ABC Engineering, LLC.	*X MBE ☐ WBE ☐ Other*	*Non-construction*	*10,000*	*9,950*	*WisDOT*
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
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	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				

* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF WAUSAU
SDWLP Project No. 4930-22

1. Project Description: This Project is intended to replace a total of 1,671 private side Lead Service Lines (LSL) and 1,357 public side LSLs. The Project is taking place in disadvantaged census tracts 1, 4, 5, 6.01, 6.02, 7 and 8 in Marathon County. The application for this Project originally included both the private and public LSL replacements, but the Municipality wanted to split the work into two separate financial assistance agreements with different pledge types. This FAA covers all eligible private side related costs, and the other financial assistance agreement, No. 4930-98, covers all the eligible public side related costs.

   One of the construction contracts for this project spans multiple years with the Municipality intending to apply for Lead Service Line Replacement Program funding for each year of construction. The costs for the other years of funding are currently included in the budget as part of the Eligible SDWLP Costs Paid with Municipal Funds.

   This Project is utilizing a unique contracting model characterized as a Community Based Public Private Partnership (CBP3) where the Municipality only contracted with Community Infrastructure Partners (CIP). CIP holds all the underlying contracts, including both of the prime construction contracts.

   Eligible replacements under this FAA consist of the replacement of Lead Service Lines from the corporation stop or the curb stop of a municipally-owned water main or Service Line to the meter, or other water utility service terminal on the served property.

   All LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized Service Lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

   If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a Service Line that is temporarily composed partially of lead, the water utility is required to provide the customer with filtration during the time between replacements. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Filters must also be supplied for six months following full LSL replacement. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement is recommended to be completed within 45 days of the initial replacement of a portion of the Lead Service Line but should be replaced within 90 days, unless the public side of the Lead Service Line was replaced prior to participation in the LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit H.

2. Ineligible Costs: A total of $848,155.46 was identified as ineligible for funding. $839,668.14 is related to professional services costs that exceed the reasonableness review cap. $8,487.32 is for sales tax associated with estimates provided for filters and field service software.

   In general, costs that are ineligible for inclusion under this FAA include:

   - LSL replacements where either the public side or the private side contains lead and has not been replaced (partial replacements);
   - Watermain replacements, even if the watermain has lead joints;

- Premise plumbing, which includes anything downstream of the normal connection point inside the home.

3. Other Funding Sources: This Project includes construction costs that span multiple years with the Municipality choosing to apply for Lead Service Line Replacement Program funding for each year of construction. These costs are identified in the Eligible SDWLP Costs Paid with Municipal Funds column of the budget sheet for a total of $13,836,098.00.

4. Miscellaneous Costs: SDWLP funding in the amount of $102,481.60 is included in the Miscellaneous category for point of use filters.

5. Contingency Allowance: The contingency allowance of $84,821.59 is five percent of the amount of uncompleted construction work adjusted for DNR reviewed change orders. The Municipality must obtain DNR approval of change orders prior to requesting reimbursement.

Base contingency (Uncompleted construction work x 5%)	$196,500.49

Contractor	Contract	CO No.	Amount
Five Star Energy Services, LLC	Equiflow Lead Service Line Replacement Project	2	$(996,941.50)
Five Star Energy Services, LLC	Equiflow Lead Service Line Replacement Project	3	$721,089.60
Five Star Energy Services, LLC	Equiflow Lead Service Line Replacement (2025 ONLY) Project	1	$164,173.00

Total Contingency Allowance	$84,821.59

6. DBE Good Faith Effort: For the original 3-year contract, an advertisement was posted in The Wausau Daily Herald on March 26 and April 2 of 2024 that included solicitation language for Disadvantaged Business Enterprises (DBEs). The advertisement for the second contract that included solicitation language for Disadvantaged Business Enterprises was posted in The Wausau Daily Herald on March 4 and 11 of 2025. Five Star Energy Services sent out a mass email on March 12, 2025 to directly solicit multiple DBEs, but no DBEs are being utilized.

7. Davis-Bacon Wage Rate Requirements: For projects where the work was bid as a municipal contract, all work must comply with Davis-Bacon and Related Acts requirements.

8. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.

9. Environmental Review: An environmental review has been completed for this Project that resulted in Categorical Exclusion with requirements for Wood Turtles, and recommendations for Northern Flying Squirrels. A construction site storm water permit is required if the project has one or more acres of total land disturbance.

10. Principal Forgiveness: This Project has private side construction costs and filters provided to property owners receiving partial or full LSL replacements that are eligible to receive Principal Forgiveness (PF) at 100%. The total amount of private side PF provided for this project is $9,083,304.00 and is solely for the purpose of reducing the cost borne by property owners for the replacement of their private Lead Service Line. This Project also includes remaining project costs that are eligible to receive PF at 15%. The total amount of the remaining costs PF provided on this Project is $55,030.00. The combined total of private side and remaining costs PF is $9,138,334.00.

11. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than $1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

12. Closeout Documentation: At Project completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:
    1. property address,
    2. property type (residential, school, daycare, commercial, other),
    3. original Service Line material,
    4. new Service Line material; and,
    5. Service Line ownership (public, private, both)

EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

EXHIBIT H

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

➢ Participants in the Lead Service Line Replacement Program are expected to follow these steps.

Lead Service Line Replacement Requirements under the Lead & Copper Rule Revisions (LCRR)

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
   - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
   - Provide information about the health effects of lead.
   - Provide information about actions consumers can take to minimize their exposure to lead in drinking water.
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to NSF/ANSI 53 for the reduction of lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer.

OFFICIAL MINUTES
REGULAR MEETING

DRAFT

MEETING:	Finance Committee
DATE/TIME:	Tuesday, October 28, 2025 at 5:15 PM
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403

MEMBERS:
Michael Martens (C) Vicki Tierney (VC)
Becky McElhaney Chad Henke
Sarah Watson

Members Present: Michael Martens, Vicki Tierney, Becky McElhaney , Sarah Watson, Chad Henke
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:16 PM.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

None.

2 Consideration of the minutes of the preceding meeting(s).

Motion by Alderperson Watson, seconded by Alderperson Tierney, to Approve Minutes. Motion Passed 5-0.

September 29, 2025 Budget Session #1 Finance Committee Minutes

September 30, 2025 Budget Session #2 Finance Committee Minutes

October 6, 2025 Budget Session #3 Finance Committee Minutes

October 13, 2025 Budget Session #4 Finance Committee Minutes

October 14, 2025 Joint Finance Committee and Economic Development Committee Minutes

3 Discussion and possible action.

a. 2026 Business Improvement District Operating Plan.

Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve. Motion Passed 5-0.

b. Authorizing the issuance and sale of up to $311,838 Taxable General Obligation Water System Promissory Notes, Series 2025, and providing for other details and covenants with respect thereto and approval of related $9,450,172 financial assistance agreement.

Finance Director Groat stated this item was to close the loan for the 2025 Lead Service Line Project. In 2024 the program was paid with taxable general obligation promissory notes. In 2025, the homeowner's share was paid with general obligation promissory notes, and the revenue bonds would be for the utility's share. Groat stated the city

would get a highly discounted rate again due to participating in the Safe Drinking Water Program and receiving principal forgiveness. Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve. Motion Passed 5-0.

c. Authorizing the issuance and sale of up to $4,596,236 Water System Revenue Bonds, Series 2025, and providing for other details and covenants with respect thereto and approval of related $5,407,337 financial assistance agreement.

Public Works Director Eric Lindman stated this item would pay for the city's side of the 2025 Lead Service Line. Motion by Alderperson Henke, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Recommending a 2026 Budget including setting the 2026 Fee Schedule.

Finance Director Groat stated that City staff estimated a 1.5% increase in assessed manufacturing value, and actuals came in at a 1.36% increase. This impact would increase the tax rate by $0.01. When the Finance Committee started its budget deliberations, it had a 8.75 tax rate (a $0.04 increase from the prior year), and the Finance Committee decreased the tax rate by $0.02. Now the actual manufacturing assessed valuation increased the tax rate by $0.01. The net change to the taxpayer If the budget was adopted as recommended by Finance, would be a $0.03 increase from the prior year. Chair Martens stated the increase would be $0.03 per $1,000 of assessed property value.

Alder McElhaney said she would not be voting to support the fee schedule because she voted against the pet license and is still against it.

Alder Watson asked if the city could increase the animal license late fee. Groat clarified Wisconsin state statutes stated what the late fee could be.

Alder Tierney stated she could not support the fee schedule, because the fees are directed too much at individuals trying to make ends meet. Alder Tierney asked why we were required to give funds to the county. Director Groat stated that Wisconsin statues require it to cover the county expenses including non-dog strays. Police Chief Barnes stated the city has two contracts with the humane society: held for cause and non-dog strays. The county is statutorily obligated for dog strays. The city pays $180 per cat, and the county pays an amount for per dog.

Chair Martens stated that if they wanted to keep the city's portion the same as last year, they would have to increase the fee to $27. Alder Watson asked if they would be able to compromise at $25.

Alder Tierney questioned why there was a reduction in the microchip discount. Director Groat stated that it was to help make the math easier for people who have difficulty totaling the animal license fee they owe.

Tierney stated there were items on the fee schedule that did not make a profit, but with animals it is not about profit.

Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve the Fee Schedule Without the Pet Animal License Fees. Motion Passed 5-0.

4 Adjournment.

Motion by Alderperson Henke, seconded by Alderperson Tierney, to Adjourn. Motion carried. Meeting adjourned at 5:41PM

City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

RESOLUTION NO. 25-1114

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $4,596,236 TAXABLE WATER SYSTEM REVENUE BONDS, SERIES 2025, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO, AND APPROVAL OF RELATED FINANCIAL ASSISTANCE AGREEMENT

WHEREAS, the City of Wausau, Marathon County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on November 14, 2017 (the "2017C Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2017C, dated December 5, 2017 (the "2017C Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on September 10, 2019 (the "2019D Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2019D, dated October 1, 2019 (the "2019D Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on June 9, 2020 (the "2020B Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2020B, dated June 24, 2020 (the "2020B Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on June 11, 2024 (the "2024 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2024, dated June 26, 2024 (the "2024 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on August 19, 2024 (the "2024B Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2024B, dated September 11, 2024 (the "2024B Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2017C Bonds, the 2019D Bonds, the 2020B Bonds, the 2024 Bonds and the 2024B Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2017C Resolution, the 2019D Resolution, the 2020B Resolution, the 2024 Resolution and the 2024B Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System, including the replacement of public side lead service lines, are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4930-98 by the Department of Natural Resources; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, it is desired to issue such bonds on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has determined to allow such bonds to be issued on a taxable basis; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the $4,596,236 Taxable Water System Revenue Bonds, Series 2025, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Water System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality appropriated by the Governing Body to the System pursuant to Section 9, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Wausau, Marathon County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2017C Bonds, the 2019D Bonds, the 2020B Bonds, the 2024 Bonds and the 2024B Bonds, collectively;

(p) "Prior Resolutions" means the 2017C Resolution, the 2019D Resolution, the 2020B Resolution, the 2024 Resolution and the 2024B Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire Water System of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage, transmission, distribution metering and discharge of industrial and potable public water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Water System and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2017C Bonds" means the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017;

(u) "2017C Resolution" means a resolution adopted by the Governing Body on November 14, 2017 authorizing the issuance of the 2017C Bonds;

(v) "2019D Bonds" means the Municipality's Water System Revenue Bonds, Series 2019D, dated October 1, 2019;

(w) "2019D Resolution" means a resolution adopted by the Governing Body on September 10, 2019 authorizing the issuance of the 2019D Bonds;

(x) "2020B Bonds" means the Municipality's Water System Revenue Bonds, Series 2020B, dated June 24, 2020;

(y) "2020B Resolution" means a resolution adopted by the Governing Body on June 9, 2020 authorizing the issuance of the 2020B Bonds;

(z) "2024 Bonds" means the Municipality's Water System Revenue Bonds, Series 2024, dated June 26, 2024;

(aa) "2024 Resolution" means a resolution adopted by the Governing Body on June 11, 2024 authorizing the issuance of the 2024 Bonds;

(bb) "2024B Bonds" means the Municipality's Water System Revenue Bonds, Series 2024B, dated September 11, 2024; and

(cc) "2024B Resolution" means a resolution adopted by the Governing Body on August 19, 2024 authorizing the issuance of the 2024B Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of $4,596,236; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Taxable Water System Revenue Bonds, Series 2025" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2026 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter continued, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the

System which were created and established by the 2017C Resolution are hereby further continued and shall be used solely for the following respective purposes:

(a) Water System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.

(b) Water System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account provided by the 2017C Resolution and 2019D Resolution within the Debt Service Fund is not pledged to the payment of principal of or interest on the Bonds, the 2020B Bonds, the 2024 Bonds or the 2024B Bonds, and moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Bonds, the 2020B Bonds, the 2024 Bonds or the 2024B Bonds.

(c) Water System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.

(d) Water System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Debt Service Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts continued herein.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);

(b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by the 2017C Resolution, the 2019D Resolution or a future resolution authorizing the issuance of additional Parity Bonds to fund the Reserve Account;

(c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and

(d) to the Surplus Fund, any amount remaining after the monthly transfers required above have been completed.

Transfers from the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with the 2017C Bonds and the 2019D Bonds and any Parity Bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created or continued (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage

ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to $4,596,236 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality

may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the

Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed:

Approved:

_____
Doug Diny
Mayor

Attest:

_____
Kaitlyn A. Bernarde
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED	UNITED STATES OF AMERICA	REGISTERED
NO. _____	STATE OF WISCONSIN	$_____
	MARATHON	COUNTY
	CITY OF WAUSAU	

TAXABLE WATER SYSTEM REVENUE BOND, SERIES 2025

Final Maturity Date	Date of Original Issue
May 1, 2045	_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS ($_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2026.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

COPY

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except as provided in the Financial Assistance Agreement.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of $0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted November 11, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $4,596,236 Taxable Water System Revenue Bonds, Series 2025, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017, Water System Revenue Bonds, Series 2019D, dated October 1, 2019, Water System Revenue Bonds, Series 2020B, dated June 24, 2020, Water System Revenue Bonds, Series 2024, dated June 26, 2024 and Water System Revenue Bonds, Series 2024B, dated September 11, 2024, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

COPY

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU,
WISCONSIN

(SEAL)

By:_____
Doug Diny
Mayor

By:_____
Kaitlyn A. Bernarde
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

_____

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

_____

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated:_____

_____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

_____

COPY

SCHEDULE A

$4,596,236

CITY OF WAUSAU, WISCONSIN
TAXABLE WATER SYSTEM REVENUE BONDS, SERIES 2025

Amount of Disbursement	Date of Disbursement	Series of Bonds	Principal Repaid	Principal Balance

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

Date	Principal Amount
May 1, 2026	$224,401.47
May 1, 2027	224,962.47
May 1, 2028	225,524.88
May 1, 2029	226,088.69
May 1, 2030	226,653.91
May 1, 2031	227,220.54
May 1, 2032	227,788.60
May 1, 2033	228,358.07
May 1, 2034	228,928.96
May 1, 2035	229,501.28
May 1, 2036	230,075.04
May 1, 2037	230,650.22
May 1, 2038	231,226.85
May 1, 2039	231,804.92
May 1, 2040	232,384.43
May 1, 2041	232,965.39
May 1, 2042	233,547.81
May 1, 2043	234,131.67
May 1, 2044	234,717.00
May 1, 2045	235,303.80

COPY

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE REPLACEMENT
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF WAUSAU

$5,407,337 With up to $811,101 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of November 26, 2025

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 37291
Safe Drinking Water Loan Program Project No. 4930-98

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01.	Definitions	2
Section 1.02.	Rules of Interpretation	5

ARTICLE II
REPRESENTATIONS

Section 2.01.	Representations of the SDWLP	5
Section 2.02.	Representations of the Municipality	6

ARTICLE III
LOAN PROVISIONS

Section 3.01.	Loan Clauses	9
Section 3.02.	Type of Municipal Obligation and Security	10
Section 3.03.	Loan Amortization	10
Section 3.04.	Sale and Redemption of Municipal Obligations	10
Section 3.05.	Disbursement of Financial Assistance	11
Section 3.06.	Remedies	12
Section 3.07.	Security for the Municipal Obligations	13
Section 3.08.	Effective Date and Term	13
Section 3.09.	Other Amounts Payable	13

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01.	Insurance	13
Section 4.02.	Construction of the Project	14
Section 4.03.	Performance Bonds	14
Section 4.04.	Completion of the Project	14
Section 4.05.	Payment of Additional Project Costs	15
Section 4.06.	No Warranty Regarding Condition, Suitability, or Cost of Project	15

ARTICLE V
COVENANTS

Section 5.01.	Application of Financial Assistance	15
Section 5.02.	Reserved	15
Section 5.03.	Compliance with Law	15
Section 5.04.	Reserved	15
Section 5.05.	Establishment of Project Accounts; Audits	15
Section 5.06.	Records	16
Section 5.07.	Project Areas	16
Section 5.08.	Engineering Inspection	16
Section 5.09.	Reserved	16
Section 5.10.	User Fee Covenant	16
Section 5.11.	Notice of Impaired System	16
Section 5.12.	Hold Harmless	17

Section 5.13.	Nondiscrimination Covenant	17
Section 5.14.	Employees	17
Section 5.15.	Adequate Funds	17
Section 5.16.	Management	18
Section 5.17.	Reimbursement	18
Section 5.18.	Unpaid User Fees	18
Section 5.19.	Rebates	18
Section 5.20.	Maintenance of Legal Existence	18
Section 5.21.	Wage Rate Requirements	18
Section 5.22.	American Iron and Steel and Build America, Buy America	18
Section 5.23.	Federal Single Audit	19
Section 5.24.	Federal Equivalency Project	19

ARTICLE VI
MISCELLANEOUS

Section 6.01.	Notices	19
Section 6.02.	Binding Effect	20
Section 6.03.	Severability	20
Section 6.04.	Amendments, Supplements, and Modifications	20
Section 6.05.	Execution in Counterparts	20
Section 6.06.	Applicable Law	20
Section 6.07.	Benefit of Financial Assistance Agreement	20
Section 6.08.	Further Assurances	20
Section 6.09.	Assignment of Municipal Obligations	20
Section 6.10.	Covenant by Municipality as to Compliance with Program Resolution	21
Section 6.11.	Termination	21
Section 6.12.	Rescission	21

EXHIBIT A	PROJECT BUDGET SHEET
EXHIBIT B	LOAN AMORTIZATION SCHEDULE
EXHIBIT C	FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION
EXHIBIT D	OPERATING CONTRACTS
EXHIBIT E	UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)
EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	LIST OF FEDERAL LAWS AND AUTHORITIES
EXHIBIT H	BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the “FAA”), dated November 26, 2025, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the “SDWLP”), by the Department of Natural Resources (the “DNR”) and the Department of Administration (the “DOA”), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Wausau, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the “Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the “Loan”) pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Municipal Obligations; and

WHEREAS, the Municipality, when required, obtained DNR approval of facility plans or engineering reports and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

“American Iron and Steel” means the requirements for using American iron and steel as mandated under EPA’s Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 28, 2024, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

“Build America, Buy America” means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

“FAA” means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to DNR.

“Financial Assistance” means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

“Lead Service Line” or “LSL” means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead.

“Lead Service Line Replacement Program” means the subprogram of the SDWLP which provides funding from the Bipartisan Infrastructure Law for replacement of Lead Service Lines and is managed and administered by DNR and DOA.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, maintained by DOA, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

(a) amount of each disbursement,
(b) date of each disbursement,
(c) the series of Bonds from which each disbursement is made,
(d) principal amounts repaid, and
(e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

(a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;

(c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein; and

(e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript, in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the City of Wausau, a "local governmental unit” within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

“Parity Obligations” means the Municipality's $4,815,000 Water System Revenue Bonds, Series 2017C, dated December 5, 2017; its $2,695,000 Water System Revenue Bonds, Series 2019D, dated October 1, 2019; its $44,756,287 Water System Revenue Bonds, Series 2020B, dated June 24, 2020; its $12,420,999 Water System Revenue Bonds, Series 2024, dated June 26, 2024; its $1,048,735 Water System Revenue Bonds, Series 2024B, dated September 11, 2024; and any other obligations issued on a parity with the

Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

“Principal Forgiveness” means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is $811,101.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

“Progress Payments” means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

“Project” means the project assigned SDWLP Project No. 4930-98 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s), if any, for the plans and specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality or the applicable private property owner, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

“Service Line” means the water service piping from the corporation stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

"State" means the State of Wisconsin.

“Statute” means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents.

“Supplemental Resolution” shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Municipality's Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

(a) Reserved.

(b) Pursuant to the Statute, the SDWLP has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.

(e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2025 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), (u), and (ee) covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

(1) conduct its business and own its properties,
(2) enter into this FAA,
(3) adopt the Municipal Obligation Resolution,
(4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
(5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of $4,596,236 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued and legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and authorizing the execution and delivery of this FAA and the transactions contemplated hereunder and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own any public portion of the Project, carry on its activities relating thereto, undertake and complete or cause the property owner to undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial

Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) Reserved.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) Reserved.

(r) Reserved.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145 Wis. Stats.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the Wisconsin Fund construction grants program, the SDWLP, or the CWFP.

(v) Reserved.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is December 31, 2025.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, the department of administration shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting the department, the department of administration may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If the department of administration collects amounts due, it shall remit those amounts to the fund to which they are due and notify the department of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Water System or, in the case of a joint utility system, to bill the users of the Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order. The Municipality also submitted a customer-side Lead Service Line replacement financial assistance program application to the Public Service Commission under s. 196.372, Wis. Stats, and received approval. If this approval was received prior to participation in the Lead Service Line Replacement Program, the Municipality acknowledges that they have contacted the Public Service Commission and made any updates that the Public Service Commission required.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of $5,407,337 with Principal Forgiveness of $811,101 for payment of Project Costs.

(dd) The Municipality acknowledges that they have final responsibility for assuring compliance with all federal requirements of the Lead Service Line Replacement Program whether the work is completed under a municipally-bid contract or completed utilizing a prequalified list of plumbers and contractors from which property owners contract directly.

(ee) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a Service Line that is still partially lead.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of $4,596,236. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of zero and 250/1000ths percent (0.250%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to $811,101;

and second, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Department of Administration shall maintain a Loan Disbursement Table on its website http://eif.doa.wi.gov/start. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 125 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.03. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on November 26, 2025. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may be prepaid with the prior written consent of the SDWLP. Advance notice of prepayment requests must be submitted to doaeif@wisconsin.gov. Only electronic prepayments will be accepted, and payments must occur on the published DNR and DOA disbursement dates.

(b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and

any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations unless otherwise agreed to by the State.

Section 3.05. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality or the applicable private property owner.

(c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement to the Municipality beyond ninety-five percent (95%) of the total Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors, if applicable;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

(5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

Section 3.06. Remedies

(a) If the Municipality or any agent thereof:

(1) is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Water system directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Municipal Obligations In addition:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance When utilizing a municipally-bid contract, the Municipality agrees to maintain property and liability insurance for the Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Project.

Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) During construction of the Project, if a Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the remaining portion of the Service Line also containing lead, or containing galvanized iron or galvanized steel that is or has been downstream of lead, the SDWLP shall not provide funding for the Lead Service Line replacement until the remaining side of the Service Line has also been replaced.

(c) Pitcher filters or point-of-use filtration that have been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under any municipally-bid construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality or the applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:

(1) property address,

(2) property type (residential, school, daycare, commercial, other),

(3) original Service Line material,

(4) new Service Line material; and

(5) Service Line ownership (public, private, both).

(c) As applicable, the Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall:

(1) complete and deliver to DNR the documentation described in Section 4.04(b) above;

(2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and

(3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA.

(4) certify to DNR its acceptance of the Project from its contractors, subject to claim against contractors and third parties;

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance, which shall be at the sole discretion of the State, depends on, among other things, the availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement thereof from the SDWLP, or bonds issued to fund Financial Assistance, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA or DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the plans and specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, and build the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Reserved

Section 5.03. Compliance with Law At all times during construction of the Project the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Reserved

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project records at all reasonable times, include provisions in any municipally-bid contracts permitting access during construction, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection When utilizing a municipally-bid contract, the Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with applicable building codes.

Section 5.09. Reserved

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Project; or any action, suit, or proceeding at law or in equity, or by or before

any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: 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. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: 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. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

(c) The Municipality shall follow all federal statutes and regulations prohibiting discrimination, without limitation, including the following:

(1) Age Discrimination Act, Pub. L. 94-135

(2) Equal Employment Opportunity, Executive Order 11246

(3) Section 13 of the Clean Water Act, Pub. L. 92-500

(4) Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250

(5) Title VI of the Civil Rights Act, Pub. L 88-352

(6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations.

Section 5.16. Management When utilizing a municipally-bid contract, the Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to applicable building codes. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and

(4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the

cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit G of this FAA.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when electronically delivered, hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

(a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

(b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921

(c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292

(d) CITY OF WAUSAU
407 GRANT STREET
WAUSAU WI 54403-4737

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF WAUSAU

By:_____
Doug Diny
Mayor

Attest:_____
Kaitlyn Bernarde
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By:_____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By:_____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF WAUSAU
SDWLP Project No. 4930-98

	Total Project Costs	Ineligible Costs	Eligible SDWLP Costs Paid with Municipal Funds	Eligible SDWLP Paid with 4930-22	SDWLP Total Award Amount for this Project
Force Account	0.00	0.00	0.00	0.00	0.00
Interim Financing	0.00	0.00	0.00	0.00	0.00
Preliminary Engineering	0.00	0.00	0.00	0.00	0.00
Land or Easement Acquisition	0.00	0.00	0.00	0.00	0.00
Engineering/Construction Mgmt.	3,664,475.30	839,668.14	0.00	366,868.81	2,457,938.35
Construction/Equipment	23,466,273.00	0.00	13,836,098.00	8,896,000.00	734,175.00
Contingency	2,182,545.24	0.00	0.00	84,821.59	2,097,723.65
Miscellaneous Costs	228,468.92	8,487.32	0.00	102,481.60	117,500.00
SDWLP Closing Costs	0.00	0.00	0.00	0.00	0.00
TOTAL	**$29,541,762.46**	**$848,155.46**	**$13,836,098.00**	**$9,450,172.00**	**$5,407,337.00**
Principal Forgiveness Amount (A)					**$811,101.00**
Net SDW Loan Amount					**$4,596,236.00**

A = Principal Forgiveness was calculated and awarded at 15%.

City of Wausau, Wisconsin **Exhibit B**

Project # 4930-98 Safe Drinking Water Loan Program

Loan Closing Date: ***November 26, 2025***

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-26	224,401.47	0.250%	4,947.34	229,348.81	229,348.81	0.00
1-Nov-26	0.00	0.250%	5,464.79	5,464.79	0.00	234,813.60
1-May-27	224,962.47	0.250%	5,464.79	230,427.26	235,892.05	0.00
1-Nov-27	0.00	0.250%	5,183.59	5,183.59	0.00	235,610.85
1-May-28	225,524.88	0.250%	5,183.59	230,708.47	235,892.06	0.00
1-Nov-28	0.00	0.250%	4,901.68	4,901.68	0.00	235,610.15
1-May-29	226,088.69	0.250%	4,901.68	230,990.37	235,892.05	0.00
1-Nov-29	0.00	0.250%	4,619.07	4,619.07	0.00	235,609.44
1-May-30	226,653.91	0.250%	4,619.07	231,272.98	235,892.05	0.00
1-Nov-30	0.00	0.250%	4,335.76	4,335.76	0.00	235,608.74
1-May-31	227,220.54	0.250%	4,335.76	231,556.30	235,892.06	0.00
1-Nov-31	0.00	0.250%	4,051.73	4,051.73	0.00	235,608.03
1-May-32	227,788.60	0.250%	4,051.73	231,840.33	235,892.06	0.00
1-Nov-32	0.00	0.250%	3,766.99	3,766.99	0.00	235,607.32
1-May-33	228,358.07	0.250%	3,766.99	232,125.06	235,892.05	0.00
1-Nov-33	0.00	0.250%	3,481.55	3,481.55	0.00	235,606.61
1-May-34	228,928.96	0.250%	3,481.55	232,410.51	235,892.06	0.00
1-Nov-34	0.00	0.250%	3,195.39	3,195.39	0.00	235,605.90
1-May-35	229,501.28	0.250%	3,195.39	232,696.67	235,892.06	0.00
1-Nov-35	0.00	0.250%	2,908.51	2,908.51	0.00	235,605.18
1-May-36	230,075.04	0.250%	2,908.51	232,983.55	235,892.06	0.00
1-Nov-36	0.00	0.250%	2,620.92	2,620.92	0.00	235,604.47
1-May-37	230,650.22	0.250%	2,620.92	233,271.14	235,892.06	0.00
1-Nov-37	0.00	0.250%	2,332.60	2,332.60	0.00	235,603.74
1-May-38	231,226.85	0.250%	2,332.60	233,559.45	235,892.05	0.00
1-Nov-38	0.00	0.250%	2,043.57	2,043.57	0.00	235,603.02
1-May-39	231,804.92	0.250%	2,043.57	233,848.49	235,892.06	0.00
1-Nov-39	0.00	0.250%	1,753.81	1,753.81	0.00	235,602.30
1-May-40	232,384.43	0.250%	1,753.81	234,138.24	235,892.05	0.00
1-Nov-40	0.00	0.250%	1,463.33	1,463.33	0.00	235,601.57
1-May-41	232,965.39	0.250%	1,463.33	234,428.72	235,892.05	0.00
1-Nov-41	0.00	0.250%	1,172.13	1,172.13	0.00	235,600.85
1-May-42	233,547.81	0.250%	1,172.13	234,719.94	235,892.07	0.00
1-Nov-42	0.00	0.250%	880.19	880.19	0.00	235,600.13
1-May-43	234,131.67	0.250%	880.19	235,011.86	235,892.05	0.00
1-Nov-43	0.00	0.250%	587.53	587.53	0.00	235,599.39
1-May-44	234,717.00	0.250%	587.53	235,304.53	235,892.06	0.00
1-Nov-44	0.00	0.250%	294.13	294.13	0.00	235,598.66
1-May-45	235,303.80	0.250%	294.13	235,597.93	235,892.06	235,597.93
Totals	4,596,236.00		115,061.88	4,711,297.88	4,711,297.88	4,711,297.88

Net Interest Rate	0.2500%
Bond Years	46,024.7483
Average Life	10.0136

The above schedule assumes full disbursement of the loan on the loan closing date.

21-Oct-25 Wisconsin Department of Administration

Estimate Only

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at http://eif.doa.wi.gov/. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at http://eif.doa.wi.gov/.

Available Report	Information Provided
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at http://eif.doa.wi.gov/siteDescr.htm.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov. The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Wausau (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4930-98 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4930-98 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____ Dated as of: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Attest: _____ Dated as of: _____
[Name of Clerk or Secretary]
[Title]

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the DNR is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality	Project Number
City of Wausau	4930-98

Project Description
BIL SFY25 LSL Program - Public Side

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No X				Enter at Project Closeout	
DBE Firm	**Indicate DBE Type**	**Construction or Non-construction***	**Contract Estimate ($)**	**Actual Amount Paid to the DBE ($)**	**Certifying Agency or List**
SAMPLE: ABC Engineering, LLC.	*X MBE ☐ WBE ☐ Other*	*Non-construction*	*10,000*	*9,950*	*WisDOT*
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
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	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				

* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF WAUSAU
SDWLP Project No. 4930-98

1. Project Description: This Project is intended to replace a total of 1,671 private side Lead Service Lines (LSL) and 1,357 public side LSLs. The Project is taking place in disadvantaged census tracts 1, 4, 5, 6.01, 6.02, 7 and 8 in Marathon County. The application for this Project originally included both the private and public LSL replacements, but the Municipality wanted to split the replacement work into two separate financial assistance agreements with different pledge types. This FAA covers all the eligible public side related costs. Project 4930-22 covers all the eligible private side related costs.

   One of the construction contracts for this project spans multiple years with the Municipality intending to apply for Lead Service Line Replacement Program funding for each year of construction. The costs for the other years of funding are currently included in the budget as part of the Eligible SDWLP Costs Paid with Municipal Funds.

   This Project is utilizing a unique contracting model characterized as a Community Based Public Private Partnership (CBP3) where the Municipality only contracted with Community Infrastructure Partners (CIP). CIP holds all the underlying contracts, including both of the prime construction contracts.

   Eligible replacements under this FAA consist of the replacement of Lead Service Lines from the corporation stop or the curb stop of a municipally-owned water main or Service Line to the meter, or other water utility service terminal on the served property.

   All LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized Service Lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

   If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a Service Line that is temporarily composed partially of lead, the water utility is required to provide the customer with filtration during the time between replacements. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Filters must also be supplied for six months following full LSL replacement. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement is recommended to be completed within 45 days of the initial replacement of a portion of the Lead Service Line but should be replaced within 90 days, unless the public side of the Lead Service Line was replaced prior to participation in the LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit H.

2. Ineligible Costs: A total of $848,155.46 was identified as ineligible for funding. $839,668.14 is related to professional services costs that exceed the reasonableness review cap. $8,487.32 is for sales tax associated with estimates provided for filters and field service software.

   In general, costs that are ineligible for inclusion under this FAA include:

   - LSL replacements where either the public side or the private side contains lead and has not been replaced (partial replacements);
   - Watermain replacements, even if the watermain has lead joints;
   - Premise plumbing, which includes anything downstream of the normal connection point inside the home.

3. Other Funding Sources: This Project includes construction costs that span multiple years with the Municipality choosing to apply for Lead Service Line Replacement Program funding for each year of construction. These costs are identified in the Eligible SDWLP Costs Paid with Municipal Funds column of the budget sheet. For a total of $13,836,098.00.

4. Miscellaneous Costs: SDWLP funding in the amount of $117,500.00 is included in the Miscellaneous category for:

Source	**Amount**	**Work Covered**
Godfrey & Kahn	$40,000.00	CIP's Legal Fees
AMCS	$65,000.00	Field Service Software
120 Water	$12,500.00	Quarters 1 and 2 of PWS Pro

5. Contingency Allowance: The contingency allowance of $2,097,723.65 is five percent of the amount of uncompleted construction work adjusted for DNR reviewed change orders. The Municipality must obtain DNR approval of change orders prior to requesting reimbursement.

Base contingency $6,759.65
(Uncompleted construction work x 5%)

Contractor	Contract	CO No.	Amount
Five Star Energy Services, LLC	Equiflow Lead Service Line Replacement Project	2	$1,765,710.00
Five Star Energy Services, LLC	Equiflow Lead Service Line Replacement Project	3	$264,960.00
Five Star Energy Services, LLC	Equiflow Lead Service Line Replacement (2025 ONLY) Project	1	$60,294.00

Total Contingency Allowance $2,097,723.65

6. DBE Good Faith Effort: For the original 3-year contract, an advertisement was posted in The Wausau Daily Herald on March 26 and April 2 of 2024 that included solicitation language for Disadvantaged Business Enterprises (DBEs). The advertisement for the second contract that included solicitation language for Disadvantaged Business Enterprises was posted in The Wausau Daily Herald on March 4 and 11 of 2025. Five Star Energy Services sent out a mass email on March 12, 2025 to directly solicit multiple DBEs, but no DBEs are being utilized.

7. Davis-Bacon Wage Rate Requirements: For projects where the work was bid as a municipal contract, all work must comply with Davis-Bacon and Related Acts requirements.

8. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.

9. Environmental Review: An environmental review has been completed for this Project that resulted in Categorical Exclusion with requirements for Wood Turtles, and recommendations for Northern Flying Squirrels. A construction site storm water permit is required if the project has one or more acres of total land disturbance.

10. Principal Forgiveness: This Project consists of no private side costs and therefore is not eligible to receive any private side Principal Forgiveness (PF). The Municipality is eligible to receive 15% PF for these public side Project costs. The total amount of PF provided on this Project is $811,101.00.

11. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than $1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

12. Closeout Documentation: At Project completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:
    1. property address,
    2. property type (residential, school, daycare, commercial, other),
    3. original Service Line material,
    4. new Service Line material; and,
    5. Service Line ownership (public, private, both)

EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

EXHIBIT H

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

➢ Participants in the Lead Service Line Replacement Program are expected to follow these steps.

Lead Service Line Replacement Requirements under the Lead & Copper Rule Revisions (LCRR)

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
   - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
   - Provide information about the health effects of lead.
   - Provide information about actions consumers can take to minimize their exposure to lead in drinking water.
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to NSF/ANSI 53 for the reduction of lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer.

OFFICIAL MINUTES
REGULAR MEETING

DRAFT

MEETING:	Finance Committee
DATE/TIME:	Tuesday, October 28, 2025 at 5:15 PM
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403

MEMBERS:
Michael Martens (C) Vicki Tierney (VC)
Becky McElhaney Chad Henke
Sarah Watson

Members Present: Michael Martens, Vicki Tierney, Becky McElhaney , Sarah Watson, Chad Henke
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:16 PM.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

None.

2 Consideration of the minutes of the preceding meeting(s).

Motion by Alderperson Watson, seconded by Alderperson Tierney, to Approve Minutes. Motion Passed 5-0.

September 29, 2025 Budget Session #1 Finance Committee Minutes

September 30, 2025 Budget Session #2 Finance Committee Minutes

October 6, 2025 Budget Session #3 Finance Committee Minutes

October 13, 2025 Budget Session #4 Finance Committee Minutes

October 14, 2025 Joint Finance Committee and Economic Development Committee Minutes

3 Discussion and possible action.

a. 2026 Business Improvement District Operating Plan.

Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve. Motion Passed 5-0.

b. Authorizing the issuance and sale of up to $311,838 Taxable General Obligation Water System Promissory Notes, Series 2025, and providing for other details and covenants with respect thereto and approval of related $9,450,172 financial assistance agreement.

Finance Director Groat stated this item was to close the loan for the 2025 Lead Service Line Project. In 2024 the program was paid with taxable general obligation promissory notes. In 2025, the homeowner's share was paid with general obligation promissory notes, and the revenue bonds would be for the utility's share. Groat stated the city

would get a highly discounted rate again due to participating in the Safe Drinking Water Program and receiving principal forgiveness. Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve. Motion Passed 5-0.

c. Authorizing the issuance and sale of up to $4,596,236 Water System Revenue Bonds, Series 2025, and providing for other details and covenants with respect thereto and approval of related $5,407,337 financial assistance agreement.

Public Works Director Eric Lindman stated this item would pay for the city's side of the 2025 Lead Service Line. Motion by Alderperson Henke, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Recommending a 2026 Budget including setting the 2026 Fee Schedule.

Finance Director Groat stated that City staff estimated a 1.5% increase in assessed manufacturing value, and actuals came in at a 1.36% increase. This impact would increase the tax rate by $0.01. When the Finance Committee started its budget deliberations, it had a 8.75 tax rate (a $0.04 increase from the prior year), and the Finance Committee decreased the tax rate by $0.02. Now the actual manufacturing assessed valuation increased the tax rate by $0.01. The net change to the taxpayer If the budget was adopted as recommended by Finance, would be a $0.03 increase from the prior year. Chair Martens stated the increase would be $0.03 per $1,000 of assessed property value.

Alder McElhaney said she would not be voting to support the fee schedule because she voted against the pet license and is still against it.

Alder Watson asked if the city could increase the animal license late fee. Groat clarified Wisconsin state statutes stated what the late fee could be.

Alder Tierney stated she could not support the fee schedule, because the fees are directed too much at individuals trying to make ends meet. Alder Tierney asked why we were required to give funds to the county. Director Groat stated that Wisconsin statues require it to cover the county expenses including non-dog strays. Police Chief Barnes stated the city has two contracts with the humane society: held for cause and non-dog strays. The county is statutorily obligated for dog strays. The city pays $180 per cat, and the county pays an amount for per dog.

Chair Martens stated that if they wanted to keep the city's portion the same as last year, they would have to increase the fee to $27. Alder Watson asked if they would be able to compromise at $25.

Alder Tierney questioned why there was a reduction in the microchip discount. Director Groat stated that it was to help make the math easier for people who have difficulty totaling the animal license fee they owe.

Tierney stated there were items on the fee schedule that did not make a profit, but with animals it is not about profit.

Motion by Alderperson Watson, seconded by Alderperson Henke, to Approve the Fee Schedule Without the Pet Animal License Fees. Motion Passed 5-0.

4 Adjournment.

Motion by Alderperson Henke, seconded by Alderperson Tierney, to Adjourn. Motion carried. Meeting adjourned at 5:41PM

City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

Engineering
Eric Lindman, Public Works Director

DATE: November 11, 2025
TO: Common Council
SUBJECT: **25-1105** Resolution from the Finance Committee Approving Budget Modification for an Amendment with GEI Consultants for Environmental Consulting Services for the Former Wausau Business Incubator Site, WDNR BRRTS# 02-37-587081, at 1300 Cleveland Ave.

PURPOSE

Approve a budget modification with GEI Consultants, the City's Environmental Consultant, completing the environmental testing and site investigation for the former Wausau Business Incubator site, WDNR BRRTS# 02-37-587081, at 1300 Cleveland Ave

BACKGROUND

GEI Consultants has been the City's Environmental Consultant since 2020 completing the environmental testing and site investigation for 1300 Cleveland Ave. The testing and investigation process of the environmental clean-up process has been determined to be completed by the WDNR and the next steps are to prepare the Remedial Action Options Report (RAOR) for the WDNR to review and approve.

Prior to moving forward with the RAOR it would be my recommendation for GEI Consultants to present their findings and recommendations moving forward at a future City Council meeting prior to beginning any work on the RAOR. This proposal includes the cost of a presentation and update to City Council, preparation of remedial action options with estimated budgets and the preparation of an RAOR based on feedback from City Council and review/comments to date. Future discussions with the WDNR and receiving additional public input are in the planning stage for the coming months.

The RAOR will establish the method/process the City is proposing to complete the remediation to receive closure on the site from the WDNR. Attached are the proposed costs for this next phase of the project and a recommendation to move forward with GEI Consultants.

FISCAL IMPACT

$17,500

RECOMMENDATION

Recommend Approval

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving Budget Modification for the preparation of the RAOR Remedial Action Option Report for the 1300 Cleveland Avenue property, WDNR BRRTS#02-37-587081

Committee Action: Pending

Fiscal Impact: $17,500

File Number: 25-1105	**Date Introduced:** November 11, 2025

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☒No☐	
	Included in Budget:	Yes☐No☒	*Budget Source: Environmental Fund Reserves*
	One-time Costs:	Yes☒No☐	*Amount: $17,500*
	Recurring Costs:	Yes☐No☒	*Amount:*
SOURCE	*Fee Financed:*	Yes☐No☒	*Amount:*
	Grant Financed:	Yes☐No☒	*Amount:*
	Debt Financed:	Yes☐No☒	*Amount* *Annual Retirement*
	TID Financed:	Yes☐No☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

WHEREAS, the City of Wausau has worked cooperatively with the Wisconsin Department of Natural Resources (WDNR) to prepare a Site Investigation Workplan (SIWP) to identify contamination, characterize the ground water and complete a Site Investigation Report (SIR) for the WDNR documenting the site investigation results of the identified BRRTS site at 1300 Cleveland Avenue; and

WHEREAS, GEI Consultants (GEI) was hired, through competitive procurement, by the City in October 2020 to complete to complete the site investigation work and other necessary work to move this site to closure with under the NR 700 process;

WHEREAS, GEI prepared and submitted the SIWP to the WDNR on April 14, 2021;

WHEREAS, GEI completed and submitted the SIR to the WDNR in February 2022;

WHEREAS, the WDNR in August 2022 requested groundwater sampling for PFAS;

WHEREAS, GEI completed PFAS sampling on December 20, 2022 and submitted the PFAS results to the WDNR on February 10, 2023;

WHEREAS, the WDNR on March 6, 2023 requested an additional round of groundwater sampling for PFAS;

WHEREAS, GEI completed the additional round of PFAS sampling as requested by the WDNR on April 24, 2023 and submitted the results to the WDNR on June 21, 2023;

WHEREAS, the WDNR on September 25, 2023 requested additional offsite PFAS testing;

WHEREAS, GEI prepared and presented the SIR and comprehensive investigation of the site to the City Council on December 19, 2023 and WDNR representative was also present to answer questions;

WHEREAS, GEI prepared and submitted a proposal on January 29, 2024 to complete additional off-site groundwater sampling for PFAS as requested by the WDNR;

WHEREAS, the WDNR concurred with the proposed locations of the additional groundwater sampling for PFAS;

WHEREAS, GEI completed the additional well installations and conducted two rounds of additional PFAS groundwater sampling in July through September 2024;

WHEREAS, GEI prepared and submitted an updated status report on the additional PFAS sampling to the WDNR on March 12, 2025;

WHEREAS, the WDNR on July 16, 2025 concurred with GEI and City findings that no further PFAS assessment is warranted and that the site investigation is complete and directed the City to begin preparation of a Remedial Action Options Report (RAOR);

WHEREAS, the City received an Amendment #5 proposal on August 21, 2025 from GEI to prepare remedial options with budget costs, present the remedial options to the City Council and prepare an RAOR for the WDNR for review and approval; and

WHEREAS, your Finance Committee, at their October 14, 2025 meeting, voted to approve the resolution adopting the budget modification for Amendment #5 from GEI for an estimated cost of $17,500 as recommended below;

101 General Fund, 53102 Eng Section Cost Center, Spend Cat 52150 Arch Eng & Plan Service $17,500
228 Env Cleanup Fund, 53681 Env Service Cost Center, Spend Cat 52192 Other Prof Services -$17,500; and

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2025 Budget as outlined above.

Approved:

_____

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, October 14, 2025, at 5:15 p.m., Council Chambers
Finance Committee Members Present: Michael Martens (C), Sarah Watson, Chad Henke
Finance Committee Members Excused: Vicki Tierney (VC), Becky McElhaney
Economic Development Committee Members: Carol Lukens (C), Chad Henke (VC), Tom Neal
Economic Development Committee Members Excused: Terry Kilian, Vicki Tierney
Others Present: Eric Lindman, Tammy Stratz, MaryAnne Groat, Jon Trautman, Stuart Randall, Mark Craig, Randy Fifrick

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Public Comment for matters on the agenda.

1. Tim White, 309 N. 3rd Street – Spoke in support of the 11 Scott Street redevelopment project.
2. Liz Wednt, 814 Adams Street – Spoke in support of the 11 Scott Street redevelopment project.
3. Dave Eckmann, President/CEO of the Greater Wausau Chamber of Commerce – Spoke in support of the 11 Scott Street redevelopment project.

Minutes of the previous meeting(s) (09/09/2025) (09/23/2025).
Motion by Henke, seconded by Watson, to approve. Motion carried 3-0.

Discussion and possible action approving budget modification for an amendment with GEI Consultants for Environmental Consulting Services for the former Wausau Business Incubator site at 1300 Cleveland Ave, WDNR BRRTS# 02-37-587081.
Motion by Watson, seconded by Henke, to approve. Motion carried 3-0.

Discussion and possible action to enter into first addendum of a service agreement between the City of Wausau and Marathon County Health Department for Implementation of the Lead Hazard Reduction Capacity Building Grant.
Motion by Henke, seconded by Watson, to approve the addendum. Motion carried 3-0.

Discussion and possible action approving budget modification and sole source purchase request to retain Mueller Communication for referendum services.
Without objection, this item was postponed from consideration by Martens.

Presentation and discussion from CLA (CliftonLarsonAllen) on the 2024 financial audit.
Jon Trautman, Principal Accountant, and Stuart Randall, Manager, at CLA (CliftonLarsonAllen LLP) presented on the 2024 financial audit. Discussion was held. No action taken.

Budget discussions and actions regarding recommending a 2026 Budget including setting the 2026 Fee Schedule.
Without objection, this item was postponed from consideration by Martens.

JOINT AGENDA ITEM FOR CONSIDERATION WITH THE ECONOMIC DEVELOPMENT COMMITTEE

Noting the presence of a quorum Chairperson Lukens called the meeting to order at 5:55 p.m.

Presentation and discussion for redevelopment of Riverside Place (11 Scott St) in the City of Wausau by 11 Scott Street LLC
Mark Craig and Roly Lokre, Founder and CEO of Lokre Companies, presented on the redevelopment of Riverside Place. Discussion was held. No action taken.

Discussion and possible action on term sheet for redevelopment of Riverside Place (11 Scott St) by 11 Scott Street LLC.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business,

whenever competitive or bargaining reasons require a closed session, in regards to purposes of negotiating a term sheet for development project for Riverside Place (11 Scott St) by 11 Scott Street LLC.

Motion by Henke, seconded by Watson, to convene the Finance Committee in Closed Session.
Roll Call Vote – Yes: Watson, Henke, Martens; No: None. Motion carried 3-0.

Motion by Neal, seconded by Henke, to convene the Economic Development Committee in Closed Session.
Roll Call Vote – Yes: Henke, Neal, Lukens; No: None. Motion carried 3-0.

CONVENED into Closed Session.

Adjourn
Motion by Watson, seconded by Henke, to adjourn the meeting of the Finance Committee. Motion carried. Motion by Neal, seconded by Henke, to adjourn the meeting of the Economic Development Committee. Motion carried. Meeting adjourned at 6:54 p.m.

For full meeting video on YouTube: https://www.youtube.com/watch?v=KTjFwfERUnA

DRAFT

Dept. of Public Works & Utilities

Eric Lindman, P.E.
Director of Public Works & Utilities

TO: Finance Committee & City Council
FROM: Eric Lindman, P.E.
Director of Public Works & Utilities
DATE: October 14, 2025
SUBJECT: Budget Modification – GEI Environmental Consultants

Attachments: GEI RAOR Proposal; WDNR SIR Approval/Complete; Site Investigation Report (SIR)

GEI Consultants has been the City's Environmental Consultant since 2020 completing the environmental testing and site investigation for 1300 Cleveland Ave. The testing and investigation process of the environmental clean-up process has been determined to be completed by the WDNR and the next steps are to prepare the Remedial Action Options Report (RAOR) for the WDNR to review and approve.

Prior to moving forward with the RAOR it would be my recommendation for GEI Consultants to present their findings and recommendations moving forward at the November 11, 2025 City Council meeting. This has been tentatively scheduled with GEI. This proposal includes the cost of a presentation and update to City Council, preparation of remedial action options with estimated budgets and the preparation of an RAOR based on feedback from City Council and review/comments.

The RAOR will establish the method/process the City is proposing to complete the remediation to receive closure on the site from the WDNR. Attached are the proposed costs for this next phase of the project and recommendation to move forward with GEI Consultants.

Below is a history of the contract costs with GEI Consultants for the project to date including this proposed amendment. Also included below are the total amounts invoiced to date for the work that has been completed.

GEI Environmental Consulting Services - 1300 Cleveland Ave

Contract	Scope of Work	Date	Amount
Original	Environmental Soil & Groundwater Testing	9/29/2020	34,700.00
Amendment 1	Prepare Site Investigation Workplan	2/3/2021	8,268.00
Amendment 2	Initial Site Investigation Services	7/15/2021	98,500.00
Amendment 3	Supplemental Site Investigation & EPA Grant	10/26/2022	33,800.00
Amendment 4	Supplemental Site Investigation - PFAS Assessment	4/29/2024	46,500.00
		Total Approved =	**221,768.00**
Amendment 5	Prepare Possible Remedial Actions and RAOR	4/29/2024	17,500.00
		Total Approved & Proposed =	**239,268.00**

GEI Environmental Consulting Services - 1300 Cleveland Ave

Date	Amount
11/17/2020	$27,900.00
12/14/2020	$6,062.63
1/21/2021	$737.37
3/15/2021	$5,075.91
4/21/2021	$3,192.09
9/21/2021	$45,427.98
10/20/2021	$28,638.75
11/19/2021	$10,446.25
12/23/2021	$3,262.97
1/18/2022	$894.00
2/14/2022	$9,827.75
5/23/2022	$2,161.04
11/22/2022	$298.00
12/13/2022	$1,821.00
1/20/2023	$2,631.87
2/21/2023	$775.00
3/23/2023	$3,668.31
5/22/2023	$2,191.94
6/23/2023	$2,503.96
7/25/2023	$2,362.75
10/20/2023	$436.00
1/21/2024	$3,884.88
2/16/2024	$430.00
6/20/2024	$1,566.00
7/16/2024	$1,211.00
8/12/2024	$2,960.05
9/12/2024	$8,634.34
10/16/2024	$5,150.75
12/16/2024	$3,310.10
1/20/2025	$5,788.65
3/19/2025	$895.00
4/23/2025	$3,513.00
8/11/2025	$520.50
Total Invoiced =	**$198,179.84**

Consulting Engineers and Scientists

August 21, 2025

Mr. Eric Lindman
Director of Public Works & Utilities
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

Re: Proposal for Environmental Consulting Support
Wausau Business Incubator (Former)
1300 Cleveland Avenue, Wausau, WI 54403
WDNR BRRTS# 02-37-587081

Dear Eric,

GEI Consultants, Inc. (GEI) has prepared this proposal to outline a scope, cost, and schedule for providing additional environmental consulting support to the City of Wausau (City or Client) for the Wausau Business Incubator (Former) site at 1300 Cleveland Avenue in the City of Wausau, Marathon County, Wisconsin (the "site"). The site is being investigated under the Wisconsin Department of Natural Resources' (WDNR's) Bureau for Remediation and Redevelopment Tracking System (BRRTS) No. 02-37-587081. GEI recently completed a supplemental assessment of groundwater quality at the site for per-and polyfluoroalkyl substances (PFAS) required by the Wisconsin Department of Natural Resources (WDNR). Following a review of the PFAS results, the WDNR concluded in an email correspondence from Ms. Jane Gray on July 16, 2025, that the site investigation required under Chapter NR 716, Wisconsin Administrative Code (WAC), is complete and the next action required to pursue regulatory case closure for the site is an evaluation of remedial action alternatives and preparation/submittal of a Remedial Action Options Report (RAOR) in accordance with Chapter NR 722, WAC.

We understand the City has requested a proposal for preparing and submitting a ROAR. However, before preparation of a ROAR, we understand the City has requested that GEI participate in an upcoming City Council meeting to provide an overview of actions completed and costs incurred for site investigation to date, and provide a preliminary, high-level, review of a few possible remedial action alternatives (and associated rough opinions of cost) that may support a non-industrial closure of the regulatory case in advance of site redevelopment. We understand that feedback from City Council members will be considered when selecting the remedial action alternatives that will be presented to the WDNR for consideration in the ROAR submittal.

Scope of Services

Task 1 – Preliminary Evaluation of Remedial Action Alternatives

GEI will review site data and complete a preliminary evaluation of up to four remedial action alternatives for the site. A rough opinion of probable cost for each selected alternative will be

generated. Based on our recent communications, the following baseline assumptions will be used for this preliminary evaluation:

- Remedial actions will be completed to pursue non-industrial closure of the regulatory case.
- Remedial actions will not result in significant changes to existing grades. If an engineered barrier is included as part of an alternative evaluated, an existing soil thickness equal to that of the engineered barrier will be excavated.
- Soil requiring excavation for installation of a soil barrier and/or to access and remove contaminant mass at greater depths will be characterized as a waste.
- Remedial actions will be completed before a site redevelopment plan is approved. Accordingly, consideration of potential cost benefits for integrating remedial actions with future redevelopment activity will not be considered, such as relying on a planned paved parking area as an engineered barrier or adjusting the locations for structures or buried utilities so they would be in less impacted portions of the site.
- Potential long-term operation and maintenance costs associated with evaluated alternatives (repairing pavement cracks, addressing areas of soil erosion, etc.) will not be considered.

Additional alternative-specific assumptions may be integrated into the evaluations completed for this task. Additionally, GEI may correspond with the WDNR Project Manager, Ms. Jane Gray, on what remedial actions would likely be considered acceptable by the WDNR to achieve the City's objectives of a non-industrial closure for the open regulatory case.

Task 2 – Attend City Council Meeting

GEI will prepare visual aids/exhibits for, and provide a brief presentation to City Council during an upcoming council meeting scheduled for September or October 2025. We anticipate our presentation being approximately 10 to 15 minutes long; including a high-level review of investigation activities completed and costs incurred to date, and an overview of the remedial action alternatives preliminarily evaluated and their rough associated costs; and culminating in a brief discussion among/between council members and GEI regarding which presented alternatives (or new alternatives) should be further evaluated and included in the RAOR submittal to the WDNR.

Task 3 – Prepare and Submit a RAOR

GEI will prepare a RAOR in general accordance with WDNR guidance and the requirements of Chapter NR 722, WAC. The ROAR will include a summary of the investigation activities completed and contaminants detected above regulatory standards at the site; statement regarding the objectives of the remedial actions, including the City's current preference for a non-industrial case closure; identification of remedial action alternatives likely to be technically feasible for the site based on the contaminants present, environmental media impacted, site characteristics, and stated objectives for the remedial actions; and an evaluation of selected, technically feasible remedial action alternatives based on several criteria, including long- and short-term effectiveness, implementability, restoration timeline, and economic feasibility. Additionally, the RAOR will include identification and evaluation of engineering controls and continuing obligations that may be appropriate for each alternative. As part of this task, GEI may again correspond with the WDNR on what remedial actions would likely be considered acceptable to achieve the City's objectives.

The draft RAOR will be submitted to the City for review, comment, and selection of the remedial action alternative to be identified as the preferred option in the final edition of the RAOR submitted to the WDNR. We anticipate the City will request a formal response from the WDNR on the RAOR submittal and as such, we have included the associated WDNR review fee in our proposal.

Task 4 – Project Administration & Management

During performance of these services, we anticipate multiple communications with you via email, telephone, and/or virtual meetings may be required to discuss project planning and implementation. We also anticipate that you may request that GEI participate in up to one virtual meeting between the City and WDNR to discuss the remedial approach. Accordingly, in addition to routine project administration and management efforts, we have included up to an additional 2 hours each for Mr. Mike DeBraske (Project Manager) and Mr. Roger Miller (Senior Hydrogeologist) for meetings and follow-up communications.

Project Schedule

We can initiate the services outlined in Task 1 promptly upon receiving formal notice to proceed (NTP) in the form of a signed contract or Purchase Order that references this proposal. We understand you have requested that GEI be prepared to participate in a council meeting currently scheduled for September 23, 2025. We anticipate being able satisfy that request, but appreciate the flexibility of scheduling our presentation in October 2025 instead, should any complications/delays be encountered during performance of these services, including with obtaining feedback from the WDNR on remedial alternatives that may be considered acceptable. We anticipate a draft RAOR being issued for your review within approximately 6 to 10 weeks following completion of Task 2.

Fee and Conditions of Service

We propose to complete these services on a time-and-materials basis in accordance with the terms and conditions previously negotiated between the City and GEI for Phase 2 and Site Investigation services, with the following exception: GEI labor rates for these services will be updated to reflect a current 2025 Fee Schedule. Based on the anticipated level of effort required to complete the services outlined above, we recommend establishing budgets as outlined below.

Item	Estimated Fee
Task 1 (Preliminary Evaluation)	$ 3,600
Task 2 (Council Meeting/Presentation)	$ 3,400
Task 3 (RAOR Preparation/Submittal)	$ 8,700
Task 4 (Project Administration & Management)	$ 1,800
Total:	***$ 17,500***

The attached Table 1 and Fee Schedule outline our estimated effort, expenses, personnel categories, and associated rates associated with these services. It is understood that the expenses, personnel categories, hours, and cost subtotals for each task may vary depending on when we receive NTP and what staff is available at the time these services are completed. However, GEI will not exceed the total estimated fees for these services without first contacting you to explain the need, outline any additional costs, and obtain authorization.

If you have any questions regarding the scope of services, fee, or work schedule as presented herein, please contact us.

Sincerely,

GEI CONSULTANTS, INC.

Michael L. DeBraske, P.E.
Senior Engineer

Roger A. Miller, P.G., C.P.G.
Senior Hydrogeologist

Enclosures:
Table 1 – Cost Estimate (08/21/2025)
Fee Schedule

Accepted By:

CITY OF WAUSAU

_____
Name of Authorized Representative

_____
Title

_____
Signature

_____
Date

Table 1 - Cost Estimate
Environmental Consulting Support - RAOR (08/21/2025)
1300 Cleveland Avenue, Wausau, WI

TASK NO.	ACTIVITY DESCRIPTION	PERSONNEL				REIMBURSABLE EXPENSES						TOTAL
		PERSONNEL CATEGORY	HOURLY RATE	HOURS	COST	ITEM	Quant.	Unit Cost	Bare Cost	Percent Markup	Billed Cost	
1	**Preliminary Evaluation**											
		Senior Professional-Grade 7	$ 200.00	16.00	$ 3,200.00							
		Senior Consultant-Grade 8	$ 216.00	2.00	$ 432.00							
	SUBTOTAL			**18.00**	**$ 3,632.00**				**$ -**		**$ -**	**$ 3,632.00**
2	**Council Meeting**											
	-Preparation of exhibits	Staff Professional-Grade 2	$ 103.00	2.00	$ 206.00	Company Vehicle	1	$85.00	$ 85.00		$ 85.00	
		Senior Professional-Grade 7	$ 200.00	8.00	$ 1,600.00							
		Senior Consultant-Grade 8	$ 216.00	2.00	$ 432.00							
		Senior CADD Drafter and Designer	$ 123.00	2.00	$ 246.00							
	-Meeting	Senior Professional-Grade 7	$ 200.00	4.00	$ 800.00							
	SUBTOTAL			**18.00**	**$ 3,284.00**				**$ 85.00**		**$ 85.00**	**$ 3,369.00**
3	**RAOR**											
		Staff Professional-Grade 2	$ 103.00	12.00	$ 1,236.00	WDNR Fees	1	$1,050.00	$ 1,050.00	15%	$ 157.50	
		Senior Professional-Grade 7	$ 200.00	24.00	$ 4,800.00							
		Senior Consultant-Grade 8	$ 216.00	4.00	$ 864.00							
		Senior CADD Drafter and Designer	$ 123.00	8.00	$ 984.00							
		Admin	$ 103.00	6.00	$ 618.00							
	SUBTOTAL			**54.00**	**$ 8,502.00**				**$ 1,050.00**		**$ 157.50**	**$ 8,659.50**
4	**Project Administration & Management**											
		Senior Professional-Grade 7	$ 200.00	6.00	$ 1,200.00							
		Senior Consultant-Grade 8	$ 216.00	2.00	$ 432.00							
		Admin	$ 103.00	2.00	$ 206.00							
	SUBTOTAL			**10.00**	**$ 1,838.00**						**$ -**	**$ 1,838.00**
	Total			**100.00**	**$ 17,256.00**						**$ 242.50**	**$ 17,498.50**

FEE SCHEDULE

Personnel Category	Hourly Billing Rate $ per hour
Staff Professional – Grade 1	$ 88
Staff Professional – Grade 2	$ 103
Project Professional – Grade 3	$ 121
Project Professional – Grade 4	$ 139
Senior Professional – Grade 5	$ 151
Senior Professional – Grade 6	$ 179
Senior Professional – Grade 7	$ 200
Senior Consultant – Grade 8	$ 216
Senior Consultant – Grade 9	$ 249
Senior Principal – Grade 10	$ 249
Senior Drafter / GIS	$ 136
Drafter and Designer / GIS	$ 123
Senior Field Professional	$ 147
Field Professional	$ 143
*Senior Technician	$ 138
*Technician II	$ 83
*Technician I	$ 73
Word Processor, Administrative Staff	$ 103
Office Aide	$ 88

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend into the next calendar year. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day and work on Saturday. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the personnel rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee-owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

Eric Lindman

From: Gray, Jane K - DNR <jane.gray@wisconsin.gov>
Sent: Wednesday, July 16, 2025 11:22 AM
To: Eric Lindman
Cc: mdebraske@geiconsultants.com
Subject: Wausau Business Incubator (02-37-587081) - Site Investigation Status & Next Steps
Attachments: 20220428_140_SIR_Not_Appr.pdf

You don't often get email from jane.gray@wisconsin.gov. Learn why this is important

Hi Eric – As I indicated in my voicemail from this morning, my name is Jane Gray and I am the new DNR Project Manager for the subject site. Matt Thompson, my Supervisor, will continue to provide support on this case and input as a part of our regional Peer Review Group, when applicable. My contact information is below for your reference. Please note that all future correspondence should be directed to me and that any checks submitted for applicable Wis. Admin. Code NR 700 fees should be submitted to the attention of Ms. Hayley Schnae at 1300 W. Clairemont Street, Eau Claire, WI 54701.

Also as we talked about today, the DNR has reviewed the *Status Report*, dated 03/12/25, which presents additional per- and polyfluoroalkyl substances (PFAS) groundwater data. More specifically, the report presents PFAS data from on-site monitoring wells and from the recently installed upgradient monitoring wells (MW-26 and MW-27). The purpose of collecting groundwater data from these locations was to help justify that the PFAS groundwater contamination identified on-site is from an off-site source. The two rounds of groundwater data collected in August and November 2024 from upgradient monitoring wells MW-26 and MW-27 identifies PFAS at concentrations relatively greater than the PFAS groundwater data collected at the site. This information paired with the lack of PFAS source(s) identified on-site support the argument that PFAS contamination at the subject site is coming from an off-site source. The DNR acknowledges that, at this time, the source of the off-site PFAS contamination is unknown. The DNR has determined that PFAS investigation at the subject site is complete and that the site monitoring wells can be abandoned.

As supported by the attached *Site Investigation Report Conditional Approval* DNR letter, dated 04/28/22, the site investigation is now determined to be complete. The next step for this site within the NR 700 process is to submit a Wis. Admin. Code ch. NR 722 remedial action options report. The DNR recommends that this be submitted with the applicable technical assistance fee for DNR review and written response.

Please do not hesitate to reach out if any questions come up. I look forward to working with you and your team on this project.

Thank you,

Jane Gray
she/her/hers
Hydrogeologist Program Coordinator – West Central Region
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
Phone: (414) 435-8021
jane.gray@wisconsin.gov

dnr.wi.gov

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1300 W. Clairemont Ave.
Eau Claire WI 54701

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

April 28, 2022

Mr. Eric Lindman
City of Wausau
407 Grant Street
Wausau, WI 54403

Subject: Site Investigation Report Conditional Approval, Wausau Business Incubator (Former), 1300 Cleveland Avenue, Wausau, WI 54403
DNR BRRTS # 02-37-587081

Dear Mr. Lindman:

The Department of Natural Resources (Department) has reviewed the Site Investigation Report (SIR) and concurs that the extent of soil and groundwater contamination has been defined for several contaminants of concern at the former Wausau Business Incubator site (the Site). The Department may request additional groundwater sampling for Per- and Polyfluoroalkyl Substances (PFAS) at the Site in the future. The Department received the SIR on February 23, 2022, on your behalf from GEI Consultants, Inc. (GEI). The applicable technical review was received in accordance with Wis. Admin. Code § NR 749.04.

The SIR summarized actions taken to complete the investigation of soil and groundwater contamination identified in the January 22, 2021, Phase II Subsurface Assessment Report. The Department reviewed the April 14, 2021, Site Investigation Work Plan for the Site prior to collection of soil and groundwater samples at the Site. Contaminants of concern at the site included several metals, specifically: arsenic, thallium, antimony, cadmium, chromium, copper, lead, nickel, mercury, and selenium. Additionally, polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), bis[2-ethylhexyl] phthalate (DEHP), and PFAS substance were identified as having possibly been released at the site.

The extent of soil and groundwater contamination appears to have been defined for metals, PAHs, VOCs, and DEHP at the Site. PFAS detections in soil samples taken at the site may warrant follow up groundwater sampling at monitoring well locations: SBGW-1R, SBGW-3R, SB-1R, SB-5R, and SB-14R. At this time, additional soil sampling for PFAS is not required.

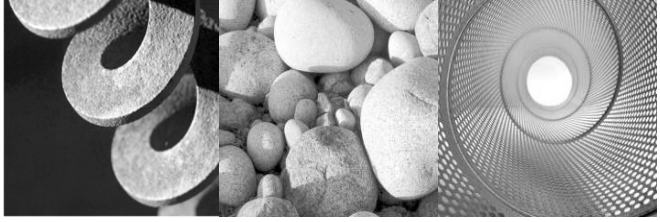
The Department recommends not abandoning monitoring wells at the site until the Department an provide definitive guidance as to its authority to regulate PFAS contamination under Wis. Stat. ch. 292. The Department anticipates it will be able to provide this guidance by July 2022, though court proceedings may impact this timeline.

Please contact me with questions regarding this determination via email at: matthewa.thompson@wisconsin.gov or by phone at: 715-492-2304.

Sincerely,

Matt Thompson
Hydrogeologist
Remediation and Redevelopment

cc: Michael DeBraske, GEI Consultants, Inc.
Roger Miller, GEI Consultants, Inc.



GEI Consultants

Consulting
Engineers and
Scientists

BRRTS No. 02-37-587081

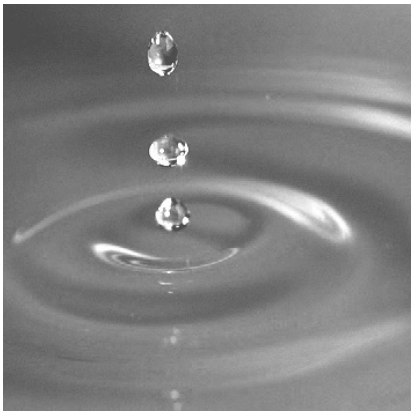
Site Investigation Report

Wausau Business Incubator (Former)
1300 Cleveland Avenue, Wausau, WI

Prepared for:
City of Wausau
407 Grant Street
Wausau, WI 54403

Submitted by:
GEI Consultants, Inc.
3159 Voyager Drive
Green Bay, WI 54311
920.455.8200

February 15, 2022
Project 2102778



GEI Consultants

Consulting Engineers and Scientists

February 15, 2022
Project 2102778

Mr. Matt Thompson
Hydrogeologist – Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
1300 W. Clairemont Avenue
Eau Claire, WI 54701

Re: Site Investigation Report
Wausau Business Incubator (Former)
1300 Cleveland Avenue, Wausau, WI
BRRTS # 02 37 587081

Dear Mr. Thompson:

On behalf of the City of Wausau, GEI Consultants, Inc. (GEI) is submitting this Site Investigation Report (SIR) for the Wausau Business Incubator (Former) site located at 1300 Cleveland Avenue in the City of Wausau, Marathon County, Wisconsin.

This SIR summarizes investigation activities completed in 2021. This SIR also provides technical justification for no further assessment and a recommendation for case closure following the implementation of a remedy to address the direct contact exposure pathway for organic and inorganic constituents present in soil fill.

We appreciate your review of the SIR. If you have any questions or would like to further discuss this submittal, please contact us at (920) 455-8200.

Sincerely,

GEI CONSULTANTS, INC.

Michael L. DeBraske, P.E.
Senior Project Engineer

Roger A. Miller, P.G., C.P.G.
Senior Hydrogeologist

Copy: Mr. Eric Lindman
City of Wausau

Table of Contents

Executive Summary 1

1. Site Introduction 7
- 1.1 Site Location 7
- 1.2 Site Characteristics 8
- 1.3 Site Representatives 9

2. Background Information 10
- 2.1 City Ownership and Use Summary 10
- 2.2 Historical Ownership and Use Summary 11
- 2.3 Environmental Assessment and Reported Discharge Summary 12
- 2.4 Geology and Hydrogeology 19

3. Investigation Methods 21
- 3.1 Investigation Approach 21
- 3.2 Investigation Procedures 23
  - 3.2.1 Soil Boring and Monitoring Well Positioning 23
  - 3.2.2 Subsurface Utility Locating 23
  - 3.2.3 Field Exploration 24
    - 3.2.3.1 Soil Boring Installation and Sampling 24
    - 3.2.3.2 Monitoring Well Installation and Development 25
    - 3.2.3.3 Groundwater Gauging and Sampling 26
    - 3.2.3.4 Decontamination 27
    - 3.2.3.5 Quality Assurance/Quality Control 27
  - 3.2.4 Geospatial Data Collection 28
  - 3.2.5 Investigative Waste Management 28
  - 3.2.6 Boring and Monitoring Well Status 30

4. Investigation Results 31
- 4.1 Field Observations 31
- 4.2 Laboratory Data 33
  - 4.2.1 Regulatory Framework 33
  - 4.2.2 Soil Results 35
    - 4.2.2.1 VOCs 35
    - 4.2.2.2 PFAS 36
    - 4.2.2.3 DEHP 37
    - 4.2.2.4 PAHs 38
    - 4.2.2.5 Metals 40

4.2.3 Groundwater Results 45
4.2.3.1 PAHs 46
4.2.3.2 Metals 46

5. Migration Pathways and Receptors 47

6. Conclusions and Recommendations 50
6.1 Conclusions 50
6.2 Recommendations 52

7. General Qualifications 54

Tables

Table A.1. Groundwater Analytical Results
Table A.2. Soil Analytical Results
Table A.6. Water Level Elevations

Figures

Figure B.1.a.i. Location Map
Figure B.1.a.ii. Zoning Map
Figure B.1.b.i. Detailed Site Map
Figure B.1.b.ii. Sample Location Diagram
Figure B.1.c. RR Sites Map
Figure B.2.a.i. Identified Soil Impacts (PAHs)
Figure B.2.a.ii. Identified Soil Impacts (DEHP)
Figure B.2.a.iii. Identified Soil Impacts (Metals)
Figure B.3.a.i. Cross-Section Index Map
Figure B.3.a.ii. Geologic Cross-Section A-A'
Figure B.3.a.iii. Geologic Cross-Section B-B'
Figure B.3.a.iv. Geologic Cross-Section C-C' (PAHs Extent)
Figure B.3.a.v. Geologic Cross-Section C-C' (DEHP Extent)
Figure B.3.c. Groundwater Contour Map

Appendices

Appendix A Certified Survey Map and Deed
Appendix B Boring Logs, Well Installation Diagrams, and Abandonment Forms
Appendix C Analytical Test Reports
Appendix D Investigation-Derived Waste Disposal Documentation

Executive Summary

The Wausau Business Incubator (Former) site at 1300 Cleveland Avenue in the City of Wausau, Marathon County, Wisconsin (BRRTS No. 02-37-587081), is an approximately 6.8-acre portion of Tax Parcel No. 291-2907-354-0965, a tax parcel comprised of 6.915 acres of land partly in the southwest quarter of the southeast quarter of Section 35, Township 29 North and Range 7 West. The site was acquired by the City of Wausau (City) from Conner Forest Industries (CFI) in October 1986, and at that time it primarily consisted of idle land and two unoccupied industrial structures, including an approximately 80,000-square-foot manufacturing building and an approximately 2,000-square-foot storage building. Historically, the site was part of a larger industrial property owned and/or occupied by either the Underwood Veneer Company (UVC) (~1898 to 1951) or CFI (~1951 to 1986). UVC/CFI originally manufactured wood veneers and plywood but later transitioned operations to the production of finished wood cabinetry. In 1988, the manufacturing building on the site was renovated into the Wausau Business Incubator, a multi-tenant building for startup companies in the Wausau area. The business incubator building was later razed and removed in 2019, and since that time the site has generally been used by the City for temporary storage of heavy equipment, logs, woodchips, and brush associated with the City's Parks and/or Public Works Departments, and by City contractors for temporary storage of heavy equipment and construction materials, such as concrete and plastic conduits.

During ownership/occupancy by CFI, the site and larger industrial property were the subject of several inquiries and investigations related to historical public complaints and WDNR staff observations of apparent solid waste disposal occurring in the early 1980s. Additionally, a regulatory case (BRRTS No. 02-37-000575) was opened for the site in 1994 to address subsurface soil impacts encountered near/along underground piping runs related to four aboveground storage tanks (ASTs) containing wood finishing products formerly located to the east-northeast of the storage building. Following a remedial excavation to remove the piping runs and impacted soils, the regulatory case was closed in 1995 without engineering or institutional controls. Although the extent of sampling was relatively limited, the prior inquires and investigations did not reveal substantial environmental impairment at the site. However, the prior investigations documented the presence of fill on the site, including a grayish fine sand noted as being "3M Rock Flour," apparently a historical byproduct of an aggregate crushing and screening operation at a nearby 3M roofing granule manufacturing facility.

A Phase 2 Subsurface Assessment (Phase 2) of the site was completed in Fall 2020. The objective of the Phase 2 was to evaluate soil and groundwater quality so that environmental conditions could be considered as part of a comprehensive site redevelopment plan. Phase 2 field observations and chemical analyses revealed substantial areas of subsurface fill on the site, concentrations of several metals in soil fill above NR 720 Background Threshold Values (BTVs)

and/or generic Residual Contaminant Levels (RCLs), concentrations of polycyclic aromatic hydrocarbons (PAHs) in soil fill above generic RCLs, and concentrations of a PAH analyte (chrysene) in groundwater above the NR 140 Preventive Action Limit (PAL). A Phase 2 report was submitted to the Wisconsin Department of Natural Resources (WDNR) in January 2021, and upon their review, the WDNR opened a new regulatory case (BRRTS No. 02-37-587081) and issued a Responsible Party letter to the City on February 16, 2021. A Site Investigation Work Plan (SIWP) was submitted to the WDNR for review in April 2021, and following receipt and reconciliation of WDNR comments, additional field exploration was completed in August 2021. The Site Investigation (SI) included advancement of soil probes and collection of 161 soil/fill samples at 28 locations, and advancement of soil augers for installation of groundwater monitoring wells and collection of groundwater samples at five locations. The primary objectives of the SI were to further assess subsurface conditions for several metals and PAHs previously detected in soil/fill above BTVs and/or RCLs and a PAH analyte (chrysene) previously detected in groundwater above the PAL, and to further assess the subsurface for potential presence of volatile organic compounds (VOCs), Per- and Polyfluoroalkyl Substances (PFAS), and a specific semi-volatile organic compound (bis[2-ethylhexyl]phthalate) (DEHP) that had recently been detected in the shallow subsurface on a nearby site (Former CM/WCL RR Track – WDNR Activity No. 02-37-587000) and is documented to have been a chemical ingredient in at least one raw material historically used by CFI at the site.

Results of SI sampling and prior data obtained during the Phase 2, which includes a total of 205 soil samples and eight groundwater samples, are summarized on Tables A.1., A.2., and A.6., and Figures B.2.a.i. – iii. and B.3.a.i. – v. Collectively, the environmental data and historical land use information obtained from historical site reports provide the following characterization of the site:

- Groundwater exists at depths between approximately 23 and 29 feet below ground surface (bgs) and existing data does not indicate environmental impact to groundwater. Furthermore, local residents are provided potable water by the City via six water wells located between approximately 2 and 3 miles north (sidegradient) of the site and Wausau Municipal Code regulates the construction and continued use of private wells within the city where public water service is provided, whereby a private well can be operated only temporarily and for a non-potable use. Accordingly, the groundwater exposure pathway is considered incomplete at this site.
- VOCs and PFAS are not contaminants of concern (COC) at this site because the few detections at this site are below regulatory standards and/or are not considered attributable to site conditions. Accordingly, it is our opinion that further assessment of VOCs and PFAS is not warranted.
- PAHs are a primary COC present in soil fill residing principally in the southern and eastern portions of the site. Concentrations of PAHs exceed industrial direct contact (IDC) RCLs at variable depths ranging between the ground surface and approximately 8 feet below ground surface (bgs) in an estimated 4,100-square-foot zone located to the

northeast of the storage building in the east-central portion of the site. This IDC RCL exceedance zone is in the general vicinity of a portion of the site that historically included aboveground storage tanks (ASTs) of wood finishing products (e.g., stains and varnishes) and drum storage of wood finishing product wastes. This IDC exceedance zone is within a larger area of soil fill, estimated to occupy approximately 90,000 square feet and extend from slightly to the northeast of the IDC RCL exceedance area to the southwest site boundary, that includes PAHs above the current NIDC and groundwater pathway RCLs at variable depths ranging between the ground surface and approximately 8 feet bgs. A smaller area of soil fill that contains PAHs above NIDC and groundwater pathway RCLs at depths between the ground surface and approximately 3 feet bgs, estimated to occupy approximately 680 square feet, is also present in the west-central portion of the site (west of the manufacturing building slab) near the former location of active railroad tracks. The WDNR has proposed changes to NIDC RCLs for carcinogenic PAHs which if approved, would increase the RCLs for several PAHs and significantly reduce the area of the site that includes NIDC RCL exceedances. If the proposed RCLs are approved, the area of the site estimated to include NIDC RCL exceedances would decrease from approximately 90,000 square feet to a single area to the northeast of the storage building estimated to occupy approximately 9,800 square feet. The groundwater exposure pathway for PAHs is considered incomplete because sampling completed during the SI did not reveal PAHs in groundwater above a regulatory standard.

- DEHP is a primary COC present in soil fill at this site. Concentrations of DEHP exceed IDC RCLs within an estimated 1,800-square-foot zone located in the south-central portion of the site; however, the IDC exposure pathway is considered incomplete because the depths of the RCL exceedances are between 4 and 8 feet bgs. This IDC RCL exceedance zone is within a slightly larger zone of soil fill estimated to occupy approximately 3,200 square feet, and anticipated to include DEHP above NIDC RCLs, also at depths between 4 and 8 feet bgs. Both of these zones are within a larger area of soil fill estimated to occupy approximately 9,700 square feet, and anticipated to include DEHP above groundwater pathway RCLs at variable depths between the ground surface and 8 feet bgs. The groundwater exposure pathway for DEHP is considered incomplete because DEHP is a hydrophobic compound that binds strongly to soil and has a low water solubility, the fill containing DEHP is approximately 13 to 15 feet above the measured water table, and DEHP was not detected in native sandy soil at depth, beneath the zone of DEHP impact and above the water table.
- Arsenic is a primary COC present in soil fill at this site. Concentrations of arsenic exceed the BTV and therefore, also the IDC, NIDC, and groundwater pathway RCLs at depths between the ground surface and approximately 4 feet bgs within an estimated 1,250-square-foot zone centered around one sample location to the southwest of the storage building. This zone is within the larger area of fill that contains PAHs above NIDC and GWP RCLs and other metals above BTVs, NIDC RCLs, and GWP RCLs as discussed below. The groundwater exposure pathway for arsenic is considered incomplete because sampling completed during this SI did not reveal arsenic in groundwater above a regulatory standard.

- Antimony, cadmium, chromium, copper, lead, nickel, mercury, and selenium are present in soil fill at concentrations that exceed BTVs and/or groundwater pathway RCLs at depths between the ground surface and approximately 12 feet bgs; however, the groundwater exposure pathway for these metals is considered incomplete because sampling completed during this SI did not reveal those analytes in groundwater above a regulatory standard. Furthermore, detections of metals above a BTV but below a NIDC RCL (e.g., lead) are not considered a significant environmental risk to human health at the site or to the local environment. Accordingly, antimony, cadmium, chromium, copper, lead, nickel, mercury, and selenium are not considered primary COCs at this site and in our opinion, do not warrant further assessment or remedial action.
- Thallium is present in soil fill at concentrations that exceed NIDC and groundwater pathway RCLs at depths between the ground surface and approximately 12 feet bgs; however, all of the detections were flagged by the laboratory as being between the limits of detection and quantitation (i.e., they represent estimated concentrations below the quantitation limit). Comparable concentrations of thallium above NIDC and groundwater pathway RCLs were also detected at depth in native sandy soils, and thallium was not detected in groundwater at the site. A BTV has not been established for thallium and it is infrequently assessed at Wisconsin regulatory sites; however, it is a naturally occurring element present in continental crustal materials and, as more relevant to this site, in sulfide minerals (e.g., pyrite) commonly associated with sulfide deposits such as those within Precambrian volcanic bedrock residing in Marathon County, including in and near Wausau. Previously prepared site documents do not identify prior releases of thallium-containing substances or reveal past industrial site uses most commonly associated with such releases (metal smelting, metal alloy and glass manufacturing, electronics manufacturing, and cement manufacturing), and concentrations of thallium detected in native sandy soil at depth are comparable to those detected in fill soil, with marginal differences likely being attributable to background anthropogenic sources such as historical atmospheric deposition from coal-fired boilers and power plants. Accordingly, thallium is not considered a primary COC at this site but rather, is considered a background condition that does not warrant further assessment or remedial action.

Recommendations

Based on information obtained during this SI, it is our opinion that the nature and extent of environmental impacts on this site have been adequately defined to characterize the threat to human health and the environment as required under NR 700 Series, Wisconsin Administrative Code. Accordingly, it is our opinion that further assessment of this site is not warranted at this time. Rather, we recommend that a remedy be implemented to address the direct contact exposure pathway for PAHs and arsenic, and following that remedy, the site be considered for regulatory case closure with engineered and/or institutional controls to address residual contaminants above NR 720 RCLs. Because groundwater monitoring has not revealed environmental impact, we also recommend that the existing monitoring wells be abandoned to reduce the potential for damage that may result from heavy vehicle traffic (excavators, etc.) by the City and/or their contractors.

The site is currently zoned for residential use; however, it is currently occupied only by the City and a City contractor for municipal and industrial material storage. Furthermore, because the site is planned to be redeveloped, the end use of the site has not yet been determined, and the City has the ability to rezone the site to accommodate various commercial, industrial, institutional, municipal, residential, and/or recreational/public end uses, we recommend any final remedies required to pursue regulatory case closure be implemented as part of new construction for the future redevelopment of the property or the WDNR allow the implementation of a temporary remedy until the end use of the site is established. The most sustainable environmental approach is to address environmental impacts at the time of site redevelopment through the removal of contaminant mass in excavations required for building foundations and other improvements and the use of planned pavements, other hardscapes, and/or landscaping as engineered barriers for the protection of human health from the direct contact pathway. Depending on the end use of the site (industrial versus non-industrial), except for removal of contaminant mass that may result from excavations planned as part of the redevelopment, we anticipate that targeted remedial excavations may not be necessary to obtain regulatory case closure.

The recommendations above are based on the following factors:

- There is no documented threat to the environment or to human health via groundwater ingestion. Although contaminants are present in fill soil at the site above groundwater pathway RCLs, contaminant leaching to groundwater is considered an incomplete pathway because the fill soil has been present for at least several decades, most of the contaminants (e.g., PAHs and DEHP) have limited leaching potential due to strong sorption onto fill/soil, and groundwater sampling completed during the SI did not reveal contaminants in groundwater above regulatory standards.
- There is no documented threat to surface water or human health via offsite migration of impacted fill. Although contaminants above direct contact RCLs are present in the direct contact zone (0 to 4 feet bgs), site topography is relatively flat and there are no existing soil stockpiles or significant areas of eroded or exposed earth likely to create dust. Additionally, the existing pavements and grassy vegetation across much of the site and the vegetated swale and woodland buffer near the eastern site boundary, substantially reduce the potential for surface migration of solids in storm water runoff and/or facilitates settling of solids in storm water runoff and limits the potential for wind-blown particulate, particularly in the prevailing (westerly) wind direction.
- There is no immediate threat to human health at the site via direct contact. Although contaminants above direct contact RCLs (PAHs and arsenic) are present in the direct contact zone (0 to 4 feet bgs) at unpaved locations, those locations are primarily covered with gravel or grassy vegetation, the site is currently not occupied continuously, and visits by City personnel, contractors, and local residents (for yard waste drop off) are generally infrequent, limited in duration, and largely confined to paved areas. Accordingly, the immediate threat to human health is considered low based on anticipated contaminant exposure rates and durations.

As necessary, temporary measures such as strategic installation of temporary fencing around unpaved areas with direct contact RCL exceedances; temporarily amending existing grassy and gravel surfaces in those areas with wood chips, clean soil, or gravel; and/or restricting access to the site may further reduce potential human health risks until a final remedy is selected and can be incorporated into a site redevelopment plan. Additionally, depending on the end use of the site, additional soil sampling in conjunction with redevelopment may be advisable to better define zones of impact, with the objective being to reduce the quantity of material requiring offsite disposal and/or area of the site requiring implementation of a performance standard.

NR 712.09 Certification

"I, Michael L. DeBraske, hereby certify that I am a registered professional engineer in the State of Wisconsin, registered in accordance with the requirements of ch. A-E 4, Wis. Adm. Code; that this document has been prepared in accordance with the Rules of Professional Conduct in ch. A-E 8, Wis. Adm. Code; and that, to the best of my knowledge, all information contained in this document is correct and the document was prepared in compliance with all applicable requirements in chs. NR 700 to 726, Wis. Adm. Code."

Michael DeBraske	Senior Project Engineer
Signature	Title
Michael L. DeBraske	02/15/2022
Name (printed or typed)	Date
E-35086	
P.E. Number	

I, Roger A. Miller, hereby certify that I am a hydrogeologist as that term is defined in s. NR 712.03 (1), Wis. Adm. Code, am registered in accordance with the requirements of ch. GHSS 2, Wis. Adm. Code, or licensed in accordance with the requirements of ch. GHSS 3, Wis. Adm. Code, and that, to the best of my knowledge, all of the information contained in this document is correct and the document was prepared in compliance with all applicable requirements in chs.NR 700 to 726, Wis. Adm. Code.

Roger A Miller	Senior Hydrogeologist
Signature	Title
Roger A. Miller	02/15/2022
Name (printed or typed)	Date

1. Site Introduction

This Site Investigation Report (SIR) details investigation activities completed in August 2021 to further evaluate initial detections encountered in October 2020 on the Wausau Business Incubator (Former) site in the City of Wausau, Marathon County, Wisconsin (BRRTS No. 02-37-587081). The investigation was completed in general accordance with a Site Investigation Work Plan (SIWP) issued to the Wisconsin Department of Natural Resources (WDNR) on April 14, 2021 (GEI Consultants, Inc., *Site Investigation Work Plan, Wausau Business Incubator [Former], 1300 Cleveland Avenue, Wausau, Wisconsin, WDNR Activity No. 02-37-587081, April 14, 2021*), and revisions to that SIWP which were approved by the WDNR on July 21, 2021. This SIR also provides technical justification for no further assessment and a recommendation that final remedies required to pursue regulatory case closure be postponed or the WDNR allow the implementation of a temporary remedies until the end use of the site is determined.

1.1 Site Location

The site is located in the south-central portion of the City, approximately 0.5 mile west of the Wisconsin River, approximately 0.75 mile north-northeast of the confluence of the Big Rib River and Wisconsin River, and approximately 1.25 miles east of United States Highway 51 in an area of mixed commercial, industrial, and residential land use. The site is an approximately 6.8-acre portion of Tax Parcel No. 291-2907-354-0965, a tax parcel which is identified by Marathon County as having a legal address of 1300 Cleveland Avenue and being comprised of 6.915 acres of land partly in the southwest quarter of the southeast quarter of Section 35, Township 29 North and Range 7 West. The parcel is east of Cleveland Avenue and south of West Thomas Street and is identified by Marathon County as having a legal description of: *Parcel 2 of CSM Volume 29, Page 114 (#7651) and Parcel 3 of CSM Volume 21, Page 134 (#5816) (EX ROW @ DOC #1779786)*. The Wisconsin Transverse Mercator (WTM91) coordinates for the site are:

- X Coordinate (548700); Y Coordinate (497090)

The site was historically zoned for industrial use but has since been rezoned for multi-family residential (MRL-12) use. Adjoining properties to the south and west are zoned for medium industrial (MI) use; adjoining properties to the north are zoned for urban mixed use (UMU) and neighborhood mixed use (NMU); and adjoining properties to the east are predominantly zoned for two-flat residential (TF-10), with one property in the northeast quadrant of the intersection of Cleveland Avenue and Adrian Street being zoned MRL-12, similar to the site.

The location of the site is illustrated on a Location Map included as Figure B.1.a.i. The zoning classification of the site and surrounding properties is illustrated on a Zoning Map included as Figure B.1.a.ii. Legal documents (Certified Survey Map, Warranty Deed, etc.) for the site are included in Appendix A; however, it should be noted that the legal documents also pertain to other

areas of land that are either no longer owned by the City or are not associated with the Wausau Business Incubator (Former) site.

1.2 Site Characteristics

The site is developed with an approximately 2,000-square-foot, single-story, steel-framed storage building on a concrete slab foundation that is located in the east-central portion of the site. A concrete slab foundation and concrete recessed loading docks associated with approximately 80,000-square-foot former manufacturing (and later, business incubator) building that was razed and removed in 2019 is located west of the storage building along the western site boundary. Areas of concrete and asphalt pavement, some in good and some in fair to poor condition, associated with the former manufacturing building are present to the north, east, and south of the former manufacturing building. Unpaved and primarily grass- and/or coarse stone-covered surfaces associated with formerly active railroad tracks are present along the west side of the former manufacturing building. A short, narrow, and shallow vegetated drainage swale terminating at a storm water inlet (connects to underground municipal storm sewer) is located south of the storage building. Other areas of the site are largely comprised of vegetated woodland and grass surfaces, with some areas near the center of the site being comprised of earthen surfaces sparsely covered with gravel. Trees and brush vegetation are present along nearly the entire east site boundary (except for the driveway entrance area off Cleveland Avenue in the northeastern portion of the site), which provides a natural wind/visual barrier between the site, passersby on Cleveland Avenue, and residential properties to the east.

Underground utilities on the site, as observed during the Site Investigation (SI) and/or identified by a private utility locating firm using hand-held magnetometer and ground penetrating radar equipment, include idle underground sanitary, potable water, and storm water lines. A sanitary lateral extends west from Cleveland Avenue, just south of the storage building, and connects to a manhole structure installed in the east-central portion of the manufacturing building. A storm water lateral extends west from Cleveland Avenue and connects to a storm water inlet structure installed at the east end of the drainage swale located south of the storage building. Other storm water lines extend from the west end of the drainage swale to manhole and catch basin structures installed in and along the east side of the manufacturing building slab. A water hydrant is located to the south of the manufacturing building slab, with underground lines running north to the former manufacturing building and east to a water valve along Cleveland Avenue. Water and sanitary lines extend east-southeast from the northeast corner of the storage building, with the sanitary line presumably connecting to the lateral running east to Cleveland Avenue; however, that line was unable to be traced/located. Aboveground electrical power lines transect the far northwest portion of the site (running east to west) and also the southeast portion of the site to the east of the former manufacturing building (running southwest to northeast) and south-southeast of the storage building (running west-southwest to east-northeast).

The City currently uses a portion of the site for log (primarily on asphalt along the northern site boundary) and wood chip (primarily on a concrete slab located north of the storage building) storage. A sewer and water utility contractor currently leases the storage building and portions of the site (primarily the slab associated with the former industrial building and unpaved grass- and gravel-covered areas south of the storage building) for general storage and staging of sections of concrete and plastic sewer and water conduits.

The locations of site features, including the storage building, manufacturing building slab, and underground utilities are illustrated on a Detailed Site Map included as Figure B.1.b.i.

1.3 Site Representatives

The following entities are the representatives for the site with respect to this SIR:

Site Owner/Responsible Party
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403
(715) 261-6745
Mr. Eric Lindman
Eric.lindman@ci.wausau.wi.us

Environmental Consultant
GEI Consultants, Inc.
3159 Voyager Drive
Green Bay, Wisconsin 54311
(920) 455-8200
Mr. Mike DeBraske or Mr. Roger Miller
mdebraske@geiconsultants.com
rmiller@geiconsultants.com

2. Background Information

2.1 City Ownership and Use Summary

The City acquired the site from Connor Forest Industries, Inc. (CFI) in October 1986. At that time, the site was part of a larger idle industrial property owned by CFI that included land and associated improvements to the north (currently a separate parcel owned by St. Vincent de Paul Cabrini), south (currently a separate parcel owned by Kolbe & Kolbe Properties, Inc. [Kolbe & Kolbe]), and west (currently a separate parcel owned by Kolbe & Kolbe) of the site. Primary improvements existing on the site at the time of City acquisition included an approximately 80,000-square-foot manufacturing building with a concrete slab foundation located along the western site boundary and an approximately 2,000-square-foot storage building with a concrete slab foundation located approximately 125 feet east of the manufacturing building.

The manufacturing building on the site was physically connected to, and comprised the southernmost portion of a larger industrial structure formerly occupied by CFI that extended north from the site toward West Thomas Street, on the parcel that is now owned by St. Vincent de Paul Cabrini. In 1988, the portion of the former industrial structure that extended north from the site was razed and replaced with a parking lot (and later the St. Vincent de Paul building that exists currently), and the remaining portion of the structure on the site was renovated into the Wausau Business Incubator, a multi-tenant building intended to facilitate the growth of startup companies in the Wausau area. From 1988 until the building was razed in 2019, the Wausau Business Incubator building was occupied by various commercial and light-industrial tenants, including those who used portions of the building for office space, storage, sewing, screen printing, metal machining, metal fabrication, servicing of compressed air equipment, and manufacture of shutters and related wood products. Beyond the Wausau Business Incubator building, other portions of the site have generally remained idle except for periodic use of land and/or the storage building by the City for temporary storage of heavy equipment (e.g., front-end loaders), logs, woodchips, and brush associated with the City's Parks and/or Public Works Departments, periodic use of land by City contractors for temporary storage of heavy equipment and construction materials, and recent (2020 to the present) leasing of land and the storage building by a sewer and water contractor for staging of construction materials (e.g., concrete and plastic conduits).

Currently, only the storage building and the concrete slab foundation (and any remaining underground utility conduits) associated with the former Wausau Business Incubator building remain on the site. Other areas of the site are largely comprised of asphalt and concrete pavement, vegetated woodland, and grass surfaces, with some areas near the center of the site being comprised of earthen surfaces sparsely covered with gravel.

2.2 Historical Ownership and Use Summary

The ownership and use history of the site prior to the City's acquisition in 1986 is documented in several environmental documents (refer to Section 2.3) previously prepared for the site and/or the larger area of land historically owned/occupied by CFI. A review of these prior documents suggests that from at least 1898 to 1986, the site was associated with a larger area of land that was owned and/or occupied by either the Underwood Veneer Company (UVC) (~1898 to 1951) or CFI (~1951 to 1986). Until the 1960s, available information suggests that UVC and CFI operations were primarily housed in buildings located on the current St. Vincent de Paul parcel and the City's site was partially vacant and/or wooded and partially used as a log/wood storage yard. However, it appears that the northwesternmost portion of the City's site extends across an area formerly occupied by UVC buildings that existed as early as 1898. Between 1963 and 1967, the original portion of the former manufacturing building on the City's site was constructed; the building was physically connected to the original UVC/CFI buildings to the north. Between 1967 and 1979, the storage building was constructed on the site to the east of the manufacturing building and the manufacturing building on the site was expanded to its full size and configuration.

UVC/CFI originally manufactured wood veneers and plywood, but by the time operations expanded south onto the City's site, CFI transitioned operations to the production of finished wood cabinetry. CFI continued cabinetmaking operations on the site until the facility closed in 1985. CFI's operations on the site reportedly included the use of various glues, paints, stains, finishes, solvents, and petroleum products, and the generation and temporary storage of hazardous wastes classified as D001 (Ignitable Hazardous Waste). A CFI Operating Record document in WDNR records, stamped as being received by the WDNR in July 1981, suggests that hazardous wastes were primarily "Finishing Waste" which were described by CFI as "finish residues from cleanup operations…Compound, Lacquer Thinner, Flammable Liquid." Figures associated with the CFI Operating Record document illustrate the locations of four former aboveground storage tanks (ASTs) labeled as "Finish Bulk Tank" to the east-northeast of the storage building, a "Finish Drum Storage" area slightly southwest of the ASTs (presumably the existing storage building), a "Pump" and an "Empty Drum Storage" area slightly west of the ASTs, and a "Waste Drum Storage" area slightly north of the ASTs. A review of available records did not reveal the sizes, specific contents, installation dates, or removal dates of the ASTs; however, based on historical aerial photographs, it appears the ASTs were installed between 1967 and 1979 and removed prior to 1986. Information in WDNR records suggests that product in the ASTs was conveyed to the interior of the manufacturing building on the site via four 2-inch diameter underground pipes that ran due west from the ASTs. The former AST area was the subject of an environmental regulatory case (WDNR Activity No. 02-37-000575) that was opened in April 1994 and later closed in April 1995 without a requirement for administrative or engineering controls (refer to Section 2.3).

2.3 Environmental Assessment and Reported Discharge Summary

The environmental assessment and reported discharge summary is provided in several documents previously prepared for the site. A summary of information included in these prior documents is provided below.

February 2020 Phase I ESA

A Phase I Environmental Site Assessment (Phase I ESA) was completed for the site in February 2020 (*REI, Phase I Environmental Site Assessment Report, Former Business Incubator, 1300 Cleveland Avenue, Wausau, WI 54401, February 4, 2020*). The February 2020 Phase I ESA provided the following conclusions regarding the site:

- *The investigation of the Connor Forest Industries property in the 1980s was reviewed by the WDNR experts at the time which also had substantial involvement in the investigation and often were on site when site activities took place. Thus, they had extensive knowledge of the site from a firsthand basis. Thus, they responded with requiring no additional investigation. Thus, REI has concluded this a Historical Recognized Environmental Condition (HREC). When additional information did come forward, the WDNR opened a case in 1994 and once again reviewed all documents and closed the ERP case. Thus, REI has concluded this a Historical Recognized Environmental Condition (HREC).*
- *Although it does not meet the definition of a REC, one (1) observation made by many of the previously identified reports was the presence of 3M "rock flour" observed throughout the site. Inhalation is the only concern for exposure though the respiratory system. Therefore, the presence of this material on this site is identified as a Recognized Environmental Condition (REC) only when it is encountered and exposed by excavation activities as to allow for the material to becomes airborne to allow for exposure through breathing.*

The February 2020 Phase I ESA suggests that the past inquires and investigations of CFI operations were related to historical complaints and WDNR staff observations of solid waste disposal occurring on the CFI property in the early 1980s. The February 2020 Phase I ESA includes a detailed discussion of the numerous records reviewed that resulted in a determination that historical investigations of the site represented a HREC. Some of the notable environmental inquiry and/or investigation summaries included in the February 2020 Phase I ESA include:

- *The trail of documents begins in June 1981 when WDNR personnel conducted observations from among the trees along Cleveland Avenue. WDNR personnel observed Connor Forest Industries (CFI) personnel dumping drums of liquid. Eventually the WDNR personnel entered the building to meet with representatives of CFI. This was the beginning of a series of actions by CFI, their consultants and WDNR personnel which included the documentation of material used at the premises, waste streams and disposal of wastes. The WDNR identified the practices at the facility were in violation of solid waste rules and potentially a hazardous waste violation. Through actions taken, several*

consultants along with consultants and the suppliers of products to CFI were involved in a detailed analysis of all materials, waste streams and disposal practices which eventually got the company back into compliance with solid and hazardous waste program requirements. Much of the documents provided were related to actions by CFI related to their facility near Laona in Forest County Wisconsin.

- *January 6, 1983. Soil Evaluation at CFI disposal area. This report was completed by Soil Testing Services of Wisconsin, Inc. This report summarized soil borings and analysis of six (6) hand auger borings in the dumping area. This report concluded that dumping area "did not result in contamination of the soil deposits" as analysis and inspection did not reveal substantial differences from samples collected from outside the suspected dumping area. Maps provided of this area are not in great detail, but the area of concern may be in a location that is south of the current subject property which is currently owned by Kolbe & Kolbe.*
- *July 13, 1982. Supplemental Report: Soil Evaluation at CFI Disposal Area completed by STS Consultants, Ltd. This work was conducted in response to WDNR review of the previously submitted report. This report advanced thirteen (13) soil borings in the disposal area and submitted samples for analysis. This report concluded based on test data and volume estimates that over 90% of the original resins volume disposed at he* [sic] *surface remains in and below the tin* [sic] *veneer of fill material. It also concluded that metallic elements have no* [sic] *migrated to any appreciable degree form* [sic] *the original point of deposition. They recommended the removal of soil and resin to a depth of one (1) foot below land surface.*
- *March 4, 1986. In Field Assessment, CFI completed by Geraghty & Miller, Inc (G&M). G&M identified a number of tasks to document chemical usage, conduct aerial photos analysis and conduct soil sampling through exploratory trenching. A total of six (6) trenches were excavated from the base of the toe slope along the south end of the property. It should be noted that this trenching investigation advanced what appears to be one (1) trench on what is now the property owned by the City of Wausau. The report concluded:*
    - *The occurrence of abandoned drums at the facility was limited to the surface or near surface and no extensive deposits of buried drums are likely to be present.*
    - *The extent and age of the identified drums, and the lack of visible soil contamination, would likely preclude the existence of extensive groundwater contamination beneath the site.*
    - *No evidence of soil contamination related to the drums identified on the site.*

  Finally, the report concluded that representatives of WDNR were on site during the trenching and sampling operations and have indicated that the WDNR is satisfied that the Wausau CFI plant site has been sufficiently investigated and concur that no unidentified deposits of buried drums or related areas of contaminated soil or groundwater are present. WDNR staff was present for this work and also commented and summarized on internal memorandums.

- *August 25, 1986, Letter from Wisconsin Test Drilling about four (4) soil borings advanced and split spoon samples selected and submitted for laboratory analysis collected and delivered to Zimpro. Evidence pointed to near surface contamination.*
- *August 27, 1986. Soil Sampling and Analysis from C2HM Hill. This report summarized soil sample analytical results. The report summarized concentrations of extractable metals in the soil do not exceed the toxicity levels under RCRA. Other soil samples indicated near surface contamination at the locations tested, but this was before soil standards were in place.*
- *September 26, 1986. WDNR Internal Correspondence/Memorandum from Gary Kulibert. This document revealed that several days before the sale of the CFI property to the City of Wausau, an additional person came forward and made additional claims about improper disposal of solid and hazardous waste. Mr. Kulibert made it very clear the complaints were not substantiated and the department had given "a clean bill of health" to the property related to the past practices. As a result, the City of Wausau retained the services of a consultant and advanced additional soil borings in the identified area. The results indicated contamination at minimal levels. The memorandum further states that CFI and the City of Wausau entered into a* [sic] *agreement to hold the City harmless for any environmental problems on the property they may have caused.*
- *August 25, 1986, Letter from CFI to the City of Wausau for the purchase of property. The letter essentially holds the City harmless for any environmental problems on the property they may have caused.*
- *October 23, 1986, Results of Sampling at CFI - Wausau cabinet plant. This report went into detail about additional soil sampling completed on the CFI property. Only two (2) areas identified as Area 4 and Area 6 were advanced on the property currently owned by the City. Area 4 was identified as a former Aboveground Storage Tank area. Area 6 was the finish room. Very low levels of contamination were identified and the report concluded that extensive contamination of soils is not likely to exist at the sampled locations. Other areas were also sampled, but these areas are on what is now not included as part of the subject property. Low levels of metals and VOCs were detected in the monitoring well advanced.*
- *December 5, 1986, Letter from WDNR Solid Waste Specialist Mr. Kenneth Markart to CFI. The letter essentially indicates the WDNR has reviewed the documentation submitted by Geraghty & Miller. Based on the work completed, the WDNR concurs with the interpretations reached by the consultant. The letter further states although volatile organic compounds are present in the groundwater and soils, according to the district hydrogeologist, Mr. Ed Kreul, they do not appear to be a significant problem at this time. The letter continues that hopefully this should conclude the investigation at the Conner Forest Industries Cabinet Plant. This was essentially the closure letter for it's* [sic] *time and the WDNR was not requiring any additional investigation unless further information came forward.*

- *April 16, 1994 - April 24, 1995. Additional investigation completed by Geraghty & Miller, Inc (G&M) for the Environmental Repair Program (ERP) case which was publicly available on the WDNR BRRTS website. This was related to the piping and tank associated with the former CFI site after the City owned the property that was discovered. The tank and piping was removed, soil samples collected and tested and all impacted soil removed from the site. The site information was reviewed and the case was closed by the WDNR on April 24, 1995.*
- *The one observation made by many of the previously identified reports was the presence of 3M "rock flour" observed throughout the site. The SDS for the 3M rock granules was reviewed. The Safety Date Sheet describes this material as essentially crushed rock which is comprised of 94-98% of Meta-rhyolite (Composition varies naturally, typically contains feldspars, pyroxene, biotite, magnetite, ilmenite hematite and calcite).*

January 2021 Phase 2 Subsurface Assessment

After consideration of the February 2020 Phase I ESA, the City of Wausau's Economic Development Committee elected to pursue environmental sampling at the site, which resulted in the solicitation of proposals from several environmental firms for completion of a pre-defined scope of services including laboratory analysis of soil and groundwater samples for organic and inorganic analytes. GEI was retained by the City to complete the Phase 2, which included completion of fieldwork in October 2020 and presentation of results in a written report: *GEI Consultants, Inc., Phase 2 Subsurface Assessment, 1300 Cleveland Avenue, City of Wausau, Marathon County, Wisconsin, January 22, 2021 (Revised February 3, 2021)*. Phase 2 findings were provided to the WDNR in January 2021, which resulted in the issuance of the Responsible Party letter to the City on February 16, 2021. Phase 2 activities included:

- Twenty-two (22) soil borings were advanced using hydraulic direct-push (i.e., Geoprobe) technology on the site, with 19 of the borings (SB-1 to SB-19) being advanced to a depth of approximately 12 feet below ground surface (bgs) for collection of soil samples and 3 of the borings (SBGW-1 to SBGW-3) being advanced to depths between approximately 28 feet and 32 feet for collection of soil samples, installation of temporary groundwater monitoring wells, and collection of groundwater samples.
- Two soil samples for laboratory analysis were collected from each probe location, with samples being collected from the ground surface (or just beneath pavement) to 4 feet bgs (0'-4') and from 8 feet to 12 feet bgs (8'-12') at most locations. Sample intervals were adjusted at a few locations due to insufficient sample recovery (e.g., SB-1 where recovery was insufficient from the shallowest interval) and/or because a specific fill zone, apparent native zone, or a comparison of specific fill to apparent native zones was desired (e.g., SBGW-1 where fill was encountered between 2 feet and 10 feet bgs and apparent native sand was encountered deeper than 12 feet bgs).
- Soil samples from each probe location were submitted for laboratory analysis of a combination of the following: Polycyclic Aromatic Hydrocarbons (PAHs); Priority Pollutant Metals (PP metals), including antimony, arsenic, beryllium, cadmium,

chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc; hexavalent chromium; volatile organic compounds (VOCs); Pentachlorophenol (PCP); Per- and Polyfluoroalkyl Substances (PFAS); and 1,4-dioxane.

- A small diameter ("temporary") groundwater monitoring well was installed at three probe locations SBGW-1, SBGW-2, and SBGW-3 to facilitate collection of groundwater samples. Groundwater samples collected from each temporary well were submitted for laboratory analysis of PAHs, PP metals, PCP, and VOCs.

Significant findings of the Phase 2 included:

- Subsurface conditions encountered during the Phase 2 varied at each probe location but were generally characterized by layers of fine to coarse sand and silty sand fill overlying apparent native fine, medium, and coarse sand and gravel to the boring termination depths. Based on prior reports prepared for the site, some of the fill observed in borings during the Phase 2 was characterized as sand and silty fine sand material that may have originated from the nearby 3M facility located north of the site along Rosecrans Street. Observations of gray silty fine sand layers and/or layers of sand with flecks of white, green, or red possibly related to 3M were noted at several boring locations, primarily in the southern, central, and eastern portions of the site.
- Except for the fill materials noted above, field screening of soil and groundwater samples collected during the Phase 2 did not reveal elevated field instrument (photoionization detector [PID]) readings; obvious staining; obvious petroleum, solvent, or unusual odors; remnants of petroleum product or hazardous substance containers; or evidence of former industrial waste disposal.
- VOCs, PCP, and 1,4-dioxane were not detected in any of the soil samples, and VOCs and PCP were not detected in any of the groundwater samples submitted for analysis.
- PFAS were detected in 5 of 6 soil samples submitted for analysis; however, the detected concentrations were significantly below current RCLs.
- PAHs were detected in multiple soil samples submitted for analysis, with the concentrations of several analytes exceeding the Residual Contaminant Levels (RCLs) established in Chapter NR 720, Wisconsin Administrative Code, for protection of human health via direct contact at industrial and/or non-industrial sites, and/or RCLs established for protection of groundwater quality as summarized below:
    - Industrial Direct Contact RCL Exceedances
        - Benzo(a)pyrene at SB-14 (0'-4' and 8'-12').
    - Non-Industrial Direct Contact RCL Exceedances
        - Benzo(a)anthracene at SB-14 (0'-4' and 4'-8');
        - Benzo(a)pyrene at SB-2, 4, 5, and 8-10 (all 0'-4' or 0.5'-4');
        - Benzo(b)fluoranthene at SB-5 (0'-4') and SB-14 (0'-4' and 4'-8');

- Dibenzo(a)anthracene at SB-14 (0'-4'); and
- Indeno(1,2,3-cd)pyrene at SB-14 (0'-4' and 4'-8').

- Groundwater Pathway RCL Exceedances
  - Benzo(a)pyrene at SB-5 and 8-10 (all 0'-4') and SB-14 (0'-4' and 4'-8');
  - Benzo(b)fluoranthene at SB-5, 9, and 10 (all 0'-4'), and SB-14 (0'-4' and 4'-8'); and
  - Chrysene at SB-1 (4'-8') and SB-4, 5, 9, and 10 (all 0'-4' or 0.5'-4'), and SB-14 (0'-4' and 4'-8').

Because of elevated detection levels reported by the laboratory for some samples[1], it was concluded that additional RCL exceedances for PAHs may be present at some locations and intervals, particularly at SB-6 (0'-4' and 8'-12') where the detection levels were approximately 5 to 10 times the lowest RCLs for some analytes.

- Heavy metals were detected in each soil sample submitted for analysis, with the concentrations of several metals exceeding the statewide Background Threshold Values (BTVs); industrial and/or non-industrial direct contact RCLs; and/or groundwater pathway RCLs as summarized below:
  - Industrial Direct Contact RCL Exceedances
    - Arsenic at SB-8 (0'-4').
  - Non-Industrial Direct Contact RCL Exceedances
    - Thallium at SB-1 (4'-8'), SB-2 (0'-4' and 4'-8'), SB-3 (0'-4' and 8'-12'), SB-4 (0.5'-4'), SB-6 (0'-4' and 8'-12'), SB-7 (0'-4'), SB-9 (0'-4' and 8'-12'), SB-10 (8'-12'), SB-11 (8'-12'), SB-12 (0'-4' and 8'-12'), SB-14 (0'-4'), SB-15 (0'-4'), SB-16 (0'-4'), SB-18 (0.5'-4' and 10'-12'), and SBGW-1 (11'-15').
  - Groundwater Pathway RCL Exceedances
    - Antimony at SB-8 (0'-4'), SB-9 (0'-4'), SB-14 (4'-8'), and SB-17 (0'-4' and 8'-12');
    - Arsenic at SB-8 (0'-4');
    - Cadmium at SB-14 (4'-8');
    - Lead at SB-5 (8'-12'), SB-9 (0'-4'), SB-14 (4'-8'), and SB-17 (8'-12');
    - Mercury at SB-6 (0'-4').
    - Selenium at SB-9 (0'-4'); and

[1] Although the laboratory was unable to fully explain the cause of the elevated detection limits, some degree of matrix interferences are common in environmental samples and likely contributed to the resulting detection limits.

        - Thallium at SB-1 (4'-8'), SB-2 (0'-4' and 4'-8'), SB-3 (0'-4' and 8'-12'), SB-4 (0.5'-4'), SB-6 (0'-4' and 8'-12'), SB-7 (0'-4'), SB-9 (0'-4' and 8'-12'), SB-10 (8'-12'), SB-11 (8'-12'), SB-12 (0'-4' and 8'-12'), SB-14 (0'-4'), SB-15 (0'-4'), SB-16 (0'-4'), SB-18 (0.5'-4' and 10'-12'), and SBGW-1 (11'-15').
    - BTV Exceedances
        - Arsenic at SB-8 (0'-4');
        - Cadmium at SB-14 (4'-8');
        - Chromium at SB-1 (0'-4');
        - Copper at SB-5, 8, and 9 (all 0'-4'), SB-13 (0.5'-4'), SB-14 (4'-8'), and SB-17 (8'-12'); and
        - Lead at SB-5 (8'-12'), SB-9 (0'-4'), SB-14 (4'-8'), and SB-17 (8'-12').
- PAHs were detected in each groundwater sample submitted for analysis, but all concentrations were below the applicable NR 140, Wisconsin Administrative Code, Preventive Action Limits (PALs) except for chrysene, which was detected at a concentration above the PAL at SBGW-1 and SBGW-3.
- Heavy metals were detected in each groundwater sample submitted for analysis, but all concentrations were below the applicable PALs.

Information gathered during the Phase 2 and review of prior reports was insufficient to confirm the source(s) of heavy metals and PAHs detected above RCLs/BTVs at the site. Although prior reports suggested that industrial wastes associated with CFI operations were formerly disposed on the larger area of land historically associated with CFI operations, the areas of documented waste disposal appear to have been largely associated with a parcel located south of the site (currently owned by Kolbe & Kolbe), and except for certain fill materials, evidence of former industrial waste disposal activity on the site (elevated PID readings, staining, solvent/petroleum odors, adhesive residues, remnants of petroleum product or hazardous substance containers, etc.) was not observed during the Phase 2.

The PAHs and some heavy metals detected at the site were anticipated to be primarily associated with the historical disposition of fill originating from offsite sources and occurring well before acquisition of the site by the City in the mid-1980s. However, atmospheric deposition from anthropogenic sources historically on and off the site (combustion residues related to coal, wood, and other fuel-burning boilers, train engines, and automobile engines) was also identified as a potential source. The historical presence and/or use of ASTs and associated underground piping containing wood finishing products (e.g., varnishes and stains) and drums containing wood finishing products and wastes was identified as a potential source of the elevated PAHs at SB-14 even though obvious staining, petroleum odors, solvent odors, and/or elevated PID readings were not encountered during sampling.

Some of the heavy metals detected in soil at the site were also anticipated to be associated with background conditions in the Wausau area resulting from natural geologic processes (i.e., historical igneous bedrock weathering where high concentrations of heavy metals in rock and ore can lead to enrichment of heavy metals in soil layers). This association was thought to be most relevant for metals detected at relatively consistent concentrations in both fill and apparent native soils at the site, such as thallium. However, because industrial activities involving bedrock processing (e.g., crushing and screening) could theoretically also generate residual materials (dust and fines) enriched with heavy metals, it was speculated that if such residuals were historically deposited in certain areas on the site and then disturbed/re-worked during previous construction activities, the concentrations of heavy metals in soil may vary appreciably both laterally and vertically in the subsurface.

The detections of PFAS in soil at the site were also anticipated to be a background condition related to historical aerial deposition of particulates and rainwater containing PFAS from offsite sources. The detections of PFAS in soil during the Phase 2 were primarily associated with near-surface samples and were reported below the current RCLs and at concentrations between the limits of detection (LOD) (also known as the method detection limit [MDL]) and the limits of quantitation (LOQ), which means the reported concentrations were estimated at values below the quantitation limits. A review of historical land use information does not suggest that activities or industries commonly referenced as PFAS sources (Teflon manufacturing, PFAS-containing coating operations, semiconductor manufacturing, carpet and rug manufacturing, chromium plating, use/manufacturing of aqueous film forming foams, etc.) were previously conducted or located on the site. Similar to thallium, PFAS was included as a soil analyte during the Phase 2 for thoroughness only and was not anticipated to be a COC based on known/suspected prior releases or known site use history.

A WDNR Remediation & Redevelopment (R&R) Map, included as Figure B.1.c., illustrates the current and former regulatory cases mapped to the site location as well as the regulatory cases mapped to other nearby sites.

2.4 Geology and Hydrogeology

The Department of the Interior United States Geological Survey publication *Water Resources of Wisconsin, Central Wisconsin River Basin, Hydrologic Investigations Atlas HA-367, 1971*, indicates the site is in an area of glacial deposits that overly Precambrian-age crystalline bedrock described as being igneous and metamorphic rocks that are hard, dense, and may be fractured or weathered. The glacial deposits along the Wisconsin River are identified as unpitted outwash consisting of stratified sand and gravel with some clay and silt. In some areas, the glacial deposits may have been reworked and deposited as alluvium. The depth to bedrock in the region is variable, but is anticipated to be approximately 75 to 100 feet deep near the site.

The U.S. Department of Agriculture, Natural Resource Conservation Service (NRCS) Web Soil Survey maps Mahtomedi loamy sand, 0% to 6% slopes, in the western portion of the site and Udorthents, loamy, gently sloping in much of the eastern portion of the site, with a thin section of the eastern portion of the site along Cleveland Avenue being mapped as Dunnville fine sandy loam, 1% to 4% slopes. The Mahtomedi series is described as being excessively drained soils located on outwash plains and stream terraces, having depths to a restrictive feature and water table of more than 80 inches, and generally consisting of a thin layer of loamy sand to a depth of approximately 8 inches overlying layers of sand to a depth of at least 60 inches. Udorthents are generally described as being areas where original soil has been excavated and/or covered with loamy fill material; the soils are described as being well drained, having depths to a restrictive feature and water table of more than 80 inches, and generally consisting of fine sandy loam to a depth of at least 60 inches. The Dunnville series is described as being moderately well drained soils located on stream terraces, having depths to a restrictive feature and water table of more than 80 inches, and generally consisting of a thin layer of fine sandy loam to a depth of approximately 8 inches, overlying layers of loam and sandy loam to a depth of approximately 36 inches, all overlying sand to a depth of at least 60 inches. Subsurface samples obtained from the site during the SI generally characterize subsurface conditions as near-surface fill, with variable characteristics and thicknesses, overlying native sandy soils.

Regional groundwater flow direction is generally toward the Wisconsin River and major tributaries (*Water Resources of Wisconsin, Central Wisconsin River Basin, Hydrologic Investigations Atlas HA-367, 1971)*. Locally, groundwater flow direction is generally anticipated to be east-southeast toward the Wisconsin River which is located approximately 0.5 mile from the site. Monitoring well gauging completed during the SI revealed a south-southeasterly groundwater flow direction at the site during the monitoring event, with a depth to groundwater ranging between 23 and 29 feet bgs.

7.5-minute topographic maps of the Wausau West and Wausau East, Wisconsin, quadrangles dated 2013, show the topography and surface water features in the vicinity of the site. The topographic maps show the site as being located in an area of relatively low relief and having an approximate elevation ranging between +1180 and +1190 feet above mean sea level. Overall topography in the area is shown to slope generally toward the Wisconsin River to the east and southeast of the site where ground surface elevations along the river are shown to be approximately +1160 feet above mean sea level. Survey data gathered during the SI also indicates a site with relatively low relief, with the highest elevations being near the former manufacturing building (where the slab foundation is raised) and in the north-northwest portion of the site and the lowest elevations being in the southern and eastern portions of the site.

3. Investigation Methods

3.1 Investigation Approach

A SIWP was issued to the WDNR for review and comment on April 14, 2021 (GEI Consultants, Inc., *Site Investigation Work Plan, Wausau Business Incubator [Former], 1300 Cleveland Avenue, Wausau, Wisconsin, WDNR Activity No. 02-37-587081, April 14, 2021*). The SIWP detailed an approach to further evaluate initial detections at the site through the installation and sampling of 28 soil boring and five groundwater monitoring wells, including:

- Soil: Direct Contact Pathway RCL Exceedances
    - Arsenic
        - Confirm the initial arsenic detection above a BTV and therefore, above the NIDC and IDC RCL, at SB-8, and if confirmed, further assess the degree and extent of arsenic at that location.
    - Thallium
        - Evaluate soil conditions in the direct contact zone at SB-1.
        - Evaluate soil conditions in the direct contact and deeper zones along the east-southeast boundary of the site and beneath the concrete slab of the former manufacturing building.
        - Evaluate the potential source of thallium through discrete re-sampling of multiple fill and apparent native soil layers at some locations that included elevated thallium detections above NIDC and groundwater pathway RCLs.
    - PAHs
        - Evaluate the degree and extent of IDC RCL exceedances at/near SB-14.
        - Evaluate soil conditions in the direct contact and deeper zones at and east of SB-6 and beneath the concrete slab of the former industrial building.
        - Evaluate soil conditions between sample locations with NIDC RCL exceedances and locations without such exceedances to better define the extent, where appropriate.
        - Evaluate the potential source of PAHs through re-sampling of multiple fill and apparent native soil layers at some locations that included elevated concentrations of PAHs, with some locations coinciding with those being assessed for the soil to groundwater and groundwater ingestion pathways.

- Soil: Groundwater Pathway RCL Exceedances
    - Metals
        - Confirm the initial mercury detection above the groundwater pathway RCL at SB-6.
        - Evaluate soil conditions at/near SB-17 to define the degree and extent of antimony above the groundwater pathway RCL detected at that location.
        - Determine if the soil to groundwater exposure pathway is relevant for metals at the site through completion of groundwater sampling.
    - PAHs
        - Determine if the soil to groundwater exposure pathway is relevant for PAHs at the site through completion of groundwater sampling.

- Soil: BTV Exceedances
    - Metals
        - Evaluate the vertical extent of lead above a BTV at SB-5.
        - Evaluate the vertical extent of copper and lead above the BTVs at SB-17 and the lateral extent of copper and lead above the BTVs to the north and east of SB-17.

- Soil: Other Considerations
    - PFAS
        - Confirm the initial detections of PFAS below RCLs at the site through soil sampling at SB-8 and SB-14.

- Groundwater:
    - Metals
        - Evaluate thallium in groundwater at SB-1, which was the location with the most elevated detection of thallium in soil.
        - Evaluate thallium in groundwater at SBGW-1, which was an anticipated downgradient location with an elevated detection of thallium in soil.
        - Evaluate lead in groundwater at SB-5, which was the location with the most elevated detection of lead in soil.
        - Evaluate metals in groundwater at SB-14, which corresponded to the most elevated detections of antimony and cadmium and the second most elevated detection of lead in soil.

- PAHs
  - Confirm the initial detections of chrysene in groundwater above a PAL at SBGW-1 and SBGW-3.
  - Evaluate PAHs in groundwater at SB-1 related to an elevated chrysene detection in soil.
  - Evaluate PAHs in groundwater at SB-5 related to elevated detections of benzo(a)pyrene, benzo(b)fluoranthene, and chrysene in soil.
  - Evaluate PAHs in groundwater at SB-14 related to elevated detections of benzo(a)pyrene, benzo(b)fluoranthene, and chrysene in soil, which were the most elevated PAH concentrations detected in soil during the Phase 2.

The WDNR, in a letter issued on June 11, 2021, confirmed their review of the SIWP and requested several changes, including the expansion of the soil analyte list at some locations to include bis(2-ethylhexyl)phthalate (DEHP), PAHs, and/or VOCs. GEI responded to the WDNR's letter by submitting an email on July 21, 2021, to Mr. Matt Thompson, WDNR Hydrogeologist, outlining changes to the SI approach intended to address the WDNR's requests. Mr. Thompson confirmed his receipt of the email on July 21, 2021, and requested the investigation to proceed as planned.

3.2 Investigation Procedures

Soil boring and monitoring well positioning, soil sampling, groundwater monitoring well installation, and groundwater sampling activities were completed in general accordance with the methods proposed in the SIWP, which are outlined below.

3.2.1 Soil Boring and Monitoring Well Positioning

GEI mobilized to the site on July 22, 2021, to re-establish the original Phase 2 soil boring and monitoring well locations and stake/mark the sampling locations proposed in the SIWP. Trimble Geographical Positioning System (GPS) equipment (Trimble R8S Receiver), geospatial information obtained during the Phase 2, and field markings remaining from the Phase 2 were used to re-establish the original sample locations, which were then used to guide the positioning of ground stakes, flags, and/or pavement markings for other sampling locations proposed in the SIWP. At that time, proposed locations were visually observed for utility clearance, aboveground obstructions, and other issues. Visual observations of did not result in substantial changes to the proposed boring and monitoring well locations.

3.2.2 Subsurface Utility Locating

Prior to initiating subsurface exploration activities, a notification was submitted to Wisconsin Digger's Hotline requesting the marking of known public utilities at the site. Additionally, a private utility locating firm, Subsurface Radar Solutions, LLC (SRS) of Capron, Illinois, was

retained to clear private utilities at the proposed sampling locations and assist with locating and marking of private utilities on the site. SRS used a magnetometer, ground-penetrating radar equipment, and visual observations (removal of manhole covers, etc.) to locate/mark private utilities just prior to commencement of subsurface exploration activities on the morning of August 2, 2021. Information provided by SRS did not result in substantial changes to the proposed boring and monitoring well locations. Information provided by SRS, along with visual observations by GEI, were used to develop the Detailed Site Map, included as Figure B.1.b.i.

3.2.3 Field Exploration

GEI and a subcontract environmental probe firm (Probe Technologies, Inc. [PTI] of West Bend, Wisconsin) accessed the site on August 2, 3, 4, and 5, 2021, to complete the SI field exploration. Weather conditions between August 2 and 5 were fair with no precipitation and daytime temperatures ranging between approximately 65 and 85 degrees Fahrenheit.

3.2.3.1 Soil Boring Installation and Sampling

Soil borings were advanced using hydraulic direct-push (i.e., Geoprobe) technology, with samples being collected in a clear polyvinyl chloride (PVC) liner contained within a 4-foot-long, 2-inch-diameter Macrocore sampler. As the Macrocore sampler was retrieved, soils were preliminarily classified in the field and sub-samples were retained from the liner for field screening and laboratory analyses. Soil samples were field-screened using visual and olfactory observations and a PID equipped with a 10.6-electron volt lamp to qualitatively assess the presence of volatile organics. Information regarding soil types, drilling conditions, field-screening results, apparent depth to water, and approximate locations of stratigraphic changes were noted at the time of sampling and documented on the field logs. Soil classifications were based on the texture and plasticity of the soil, in general accordance with the Unified Soil Classification System (USCS).

Direct-push borings were advanced at/near the locations proposed in the SIWP, with the re-sample locations being designated with a "R" suffix (e.g., resample at SB-1 was designated as sample SB-1R) and the new sample locations (i.e., those identified in the SIWP as SIWP-1 to -16) being renamed to follow the sequencing established during the Phase 2:

SIWP #	New ID #	SIWP #	New ID #
SIWP-1	SB-20	SIWP-9	SB-28
SIWP-2	SB-21	SIWP-10	SB-29
SIWP-3	SB-22	SIWP-11	SB-30
SIWP-4	SB-23	SIWP-12	SB-31
SIWP-5	SB-24	SIWP-13	SB-32
SIWP-6	SB-25	SIWP-14	SB-33
SIWP-7	SB-26	SIWP-15	SB-34
SIWP-8	SB-27	SIWP-16	SB-35

The depths of the direct-push borings were consistent with the depths proposed in the SIWP, except at locations SB-20, SB-21, and SB-22 where borings were terminated at depths of 20 feet, 16 feet, and 20 feet, respectively, instead of the proposed 24-foot depths. The boring termination depths at those locations were adjusted shallower because apparent native sandy soil was encountered at depths of approximately 4 feet bgs, subsurface conditions at those locations were similar to two borings advanced earlier beneath the manufacturing building slab (SB-22 and -23), and no visual, olfactory, or PID evidence of impact was observed within the apparent native soil at the time of sampling.

Soil samples selected for laboratory analysis were placed in appropriate containers provided by the laboratory and immediately placed into a cooler with ice for temporary field storage. Each soil sample container was labeled with the sample location, sample depth, sample preservative (if applicable), sample date and time, and project number. The samples were maintained in a cooler with ice during the fieldwork and until they could be delivered to the analytical laboratory.

Soil samples for VOC analysis were preserved in the field at the time of collection by placing a 10-gram portion of soil into a pre-tared, laboratory-provided, 40-milliliter (ml) vial containing 10 ml of laboratory grade methanol. Soil samples for DEHP, metals, and PAH analysis were unpreserved and prepared by packing laboratory-provided, glass and plastic containers full or nearly-full of soil. Soil samples for PFAS analysis were unpreserved and prepared by packing laboratory-provided and certified PFAS-free glass containers full or nearly-full of soil.

Soil samples were submitted under chain-of-custody control to Pace Analytical Services, Inc. in Green Bay, Wisconsin (Pace), for laboratory analysis. Analytical methods for soil analytes are summarized below:

- DEHP (Analytical Method EPA 8270E).
- Metals (Analytical Methods EPA 6010D & 7471).
- PAHs (Analytical Method EPA 8270E by SIM).
- PFAS (Analytical Method LC/MS/MS with Isotope Dilution).
- VOCs (Analytical Method EPA 8260).

3.2.3.2 Monitoring Well Installation and Development

Following completion of the direct-push borings, duplicate soil borings were blind drilled using 4.25-inch inside diameter (approximately 8.25-inch outside diameter) hollow-stem augers at/near four direct-push locations (SB-1R, SB-5R, SB-14R, and SBGW-1R) and at another original Phase 2 location (SBGW-3R) to install permanent monitoring wells in accordance with NR 141, Wisconsin Administrative Code. The monitoring wells were constructed of a factory-cut, 2-inch diameter, 10-foot long section of Schedule 40 PVC well screen threaded onto an end cap. The upper end of the screened portion was threaded onto 5- and 10-foot sections of 2-inch diameter

solid PVC pipe that terminated a few feet above the ground surface to allow for the installation of an aboveground, lockable steel protector pipe. The upper end of the solid PVC pipe was fitted with a locking well plug with an expandable gasket. Well screens were installed to intersect the groundwater surface encountered during drilling, which ranged between approximately 24 and 30 feet bgs. A silica sand filter pack was placed in the bottom of the borehole and in the annular space between the boring wall and monitoring well such that the filter pack extended at least 6 inches below and 2 feet above the well screen. Bentonite was used to fill/seal the remaining annular space from the top of the filter pack to the ground surface.

On August 11, 2011, approximately one week following well installation, GEI returned to the site to develop the wells in general accordance with NR 141.21, Wisconsin Administrative Code. Because of the sandy subsurface conditions at depth, the monitoring wells were unable to be purged dry. Accordingly, each well was developed by alternatively surging and purging for a minimum of 30 minutes, followed by the removal of at least 10 well volumes of water, all of which was completed using dedicated, disposable, polyethylene bailers and dedicated nylon cord. Between approximately 50 and 75 gallons of water were removed from each well during development activities.

3.2.3.3 Groundwater Gauging and Sampling

On August 18, 2011, one week following well development, GEI returned to the site to collect groundwater samples from each well. Prior to sampling, water levels were recorded using an electronic water level indicator. Based on the measured depths to groundwater and the top of well casing elevations established during a site survey (refer to Section 3.2.3.4), groundwater elevations were determined. After recording the depth to groundwater, dedicated, disposable, polyethylene bailers and dedicated nylon cord were used to remove stagnant water from the well casings so that representative groundwater samples could be collected. The volume of water removed from each well, which ranged between approximately 1.5 and 4.5 gallons, was recorded on the field report along with observations of color, turbidity, and odor (if any).

Groundwater samples selected for laboratory analysis were placed in appropriate containers provided by the laboratory and immediately placed into a cooler with ice for temporary field storage. Each groundwater sample container was labeled with the sample location, sample preservative (if applicable), sample date and time, and project number. The samples were maintained in a cooler with ice during the fieldwork and until they could be delivered to the analytical laboratory.

Groundwater samples collected for analysis of dissolved metals were field filtered prior to sample preservation. Field filtering was completed using a disposable 0.045-micron filter attached to the discharge end of a polyethylene bailer. At least one filter volume of water was discharged through the filter before a groundwater sample was collected in the laboratory-supplied containers. A new disposable filter was used for each well.

Groundwater samples for metals analysis were preserved in the field at the time of collection by filling one laboratory provided, 250-ml plastic bottle containing nitric acid to a full or nearly-full condition. Groundwater samples for PAH analysis were unpreserved and prepared by filling one laboratory-provided, 1,000-ml glass container to a full or nearly-full condition.

Groundwater samples were submitted under chain-of-custody control to Pace for laboratory analysis. Analytical methods for groundwater analytes are summarized below:

- Metals (Analytical Methods EPA 6010D & 7471).
- PAHs (Analytical Method EPA 8270E by SIM).

3.2.3.4 Decontamination

Down-hole soil sampling equipment (hollow-stem augers, Macrocore sampler, fittings, etc.) was decontaminated before arriving to the site, prior to its initial use, and between probe locations to reduce the potential for cross-contamination between sample locations. General procedures included the cleaning of equipment using an Alconox® or equivalent detergent wash, followed by a potable water rinse. Water generated during general procedures was contained by PTI and transported off site for disposal. For locations where PFAS sampling occurred, the potable water rinse was followed by a final rinse using PFAS-free water supplied by Pace. Additionally, field personnel and contractors donned powderless nitrile gloves; refrained from wearing clothing known or suspected to include waterproofing, water-repelling, or dirt and/or stain-resisting coatings; and generally, followed other recommended procedures associated with PFAS sampling.

Other supplies used for groundwater sampling (polyethylene bailers and nylon cord) were disposable and replaced prior to the collection of each sample. The disposable equipment, including soil sampling acetate liners and sampling gloves, were contained by GEI or PTI in plastic bags after being used and transported off site for disposal.

3.2.3.5 Quality Assurance/Quality Control

Quality assurance and quality control (QA/QC) measures are activities completed to demonstrate the accuracy and precision of environmental monitoring. In general accordance with NR 716.13, Wisconsin Administrative Code, and consistent with the SIWP, the following QA/QC measures were followed during the SI:

- Samples were submitted under chain-of-custody control;
- Samples were maintained on ice and one temperature blank was included in each cooler used for temporary storage and delivery of samples to the laboratory;
- Sampling equipment was decontaminated prior to its initial use and between sample locations and/or dedicated or disposable sampling devices were used in a manner that prevented cross contamination or other unintended contamination of samples;

- A duplicate groundwater sample was collected from one monitoring well (SB-14R) and submitted for laboratory analysis; and
- Equipment blanks, consisting of water samples collected from the final PFAS-free water rinses of the Macrocore sampler, were collected before initiating sampling at each location (SB-8R and SB-14R) proposed for PFAS soil sampling.

Due to severe weather conditions resulting in shipping delays by United Parcel Service (UPS), PFAS soil samples that were shipped on ice by Pace from their laboratory in Green Bay, Wisconsin to their laboratory in West Columbia, South Carolina were received at a temperature of 14.2 degrees Celsius, which exceeds the method preservation temperature of 10 degrees Celsius. The samples were analyzed nonetheless, and based on the results presented in Section 4.2, it is our opinion that if the samples had been received at a temperature at or below 10 degrees Celsius, the data received would be unlikely to change the conclusions and recommendations presented herein.

3.2.4 Geospatial Data Collection

Following the completion of soil and groundwater sampling, GEI re-mobilized to the site on August 28, 2021, to obtain final geographical coordinates and elevations for the soil boring and groundwater monitoring wells installed at the site, including top of casing elevations required for determining groundwater table elevations. Geospatial information for the soil boring and monitoring well locations as well as top of casing elevations for the groundwater monitoring wells was retrieved using Trimble GPS equipment and the Wisconsin Continuously Operating Reference Stations (WISCORS) network of GPS sites. The information retrieved for each location included northings and eastings in the Marathon County, Wisconsin Coordinate System and elevations using the North American Vertical Datum of 1988. The Trimble GPS equipment was also used to set ground control points for an unmanned aerial vehicle (DJI Phantom 4 Pro Drone) that was used by GEI to capture a series of photographs of the site from a height of approximately 200 feet above ground. The photographs and other information obtained during the use of the drone allowed GEI to generate an aerial image of the site, including ground surface contours, that was utilized as the base map for the figures presented in this SIR.

Ground surface contours, soil boring locations, and groundwater monitoring well locations are illustrated on the Detailed Site Map and/or Sample Location Diagram includes as Figures B.1.b.i. and B.1.b.ii., respectively.

3.2.5 Investigative Waste Management

Soil cuttings generated during advancement of auger borings, excess soil generated during advancement and sampling of the direct-push borings, and water generated during development and sampling of the groundwater monitoring wells were placed in separate 55-gallon capacity steel drums and stored on the site pending receipt of analytical results for the soil and

groundwater samples collected during the field exploration. A total of 11 drums full to partially-full of soil and six drums full of groundwater were generated during the field exploration.

Following their review of groundwater data generated for the site, the City of Wausau approved the investigation-derived water for treatment and disposal at their publicly-owned wastewater treatment facility (WWTF) located at 435 Adrian Street in the City of Wausau. Accordingly, the drums of water were transported by the City to the WWTF for treatment and disposal on December 1, 2021.

Following their review of soil data generated for the site, the Marathon County Solid Waste Department conditionally approved the investigation-derived soil for disposal at their solid waste disposal facility located at 172900 State Highway 29 in Ringle, Wisconsin. The approval was contingent on receipt of additional waste characterization data, including diesel range organics (DRO) and specific volatile and semi-volatile organics analyzed using the Toxicity Characteristic Leaching Procedure (TCLP). GEI re-mobilized to the site on November 10, 2021, to collect a representative waste characterization sample of the investigation-derived soil through compositing of individual discrete samples collected from each soil drum. The waste characterization sample was placed in appropriate containers provided by the laboratory and immediately placed into a cooler with ice for temporary field storage. Sample containers were appropriately labeled and maintained in a cooler with ice until they could be delivered to the analytical laboratory. The sample containers were submitted under chain-of-custody control to Pace for laboratory analysis. Analytical methods for waste characterization soil analytes are summarized below:

- DRO (Wisconsin Modified DRO).
- TCLP Semi-Volatile Organics (Analytical Method EPA 8270E with Leachate Method EPA 1311).
- TCLP Volatile Organics (Analytical Method EPA 8260 with Leachate Method EPA 1311).

Following receipt of the waste characterization results, which successfully demonstrated that the investigation-derived soil did not exhibit hazardous waste characteristics, the Marathon County Solid Waste Department provided final approval for disposal of the investigation-derived soil at their solid waste disposal facility via execution of a solid waste profile on December 9, 2021. The drums of soil were subsequently transported by the City to Marathon County's solid waste disposal facility in Ringle, Wisconsin, on January 14, 2022.

3.2.6 Boring and Monitoring Well Status

Following the collection of soil samples, direct-push soil borings were abandoned in general accordance with NR 141, Wisconsin Administrative Code, by filling the boreholes with bentonite chips from the boring termination depths to the ground surface. Monitoring wells currently remain installed in the five soil borings blind drilled using hollow-stem drilling methods (SB-1R, SB-5R, SB-14R, SBGW-1R, and SBGW-3R; however, this SIR provides a recommendation for those wells to be removed and the borings to be abandoned.

4. Investigation Results

Documentation and results of the SI are summarized in several tables, figures, and appendices attached to this report. Groundwater and soil analytical results for samples collected during the Phase 2 and SI are summarized on Tables A.1 and A.2, respectively. Water level elevation data for the groundwater monitoring wells installed during the SI is summarized on Table A.6. Soil boring logs (which include PID field screening results), soil boring abandonment forms, monitoring well installation diagrams, and monitoring well development forms are included in Appendix B. Laboratory analytical reports for soil and groundwater samples collected during the SI are included in Appendix C. Documentation of investigation-derived waste disposal is included in Appendix D. Plan-view figures illustrating particular sample results and estimated extents of DEHP, metals, and PAH detections above BTVs and RCLs are included as Figures B.2.a.i, B.2.a.ii, and B.2.a.iii. A Cross Section Index Map is included as Figure B.3.a.i, and several geologic cross sections are included as Figures B.3.a.ii, B.3.a.iii, B.3.a.iv, and B.3.a.v. A Groundwater Contour Map generated using water level elevation data presented in Table A.6 is included as Figure B.3.c.

4.1 Field Observations

Subsurface conditions encountered during the SI varied at each location as shown on the boring logs. Generally, subsurface conditions are characterized by layers of fine to coarse sand and silty sand fill in various colors including light gray, brown and black, overlying apparent native fine, medium, and coarse sand and gravel to the boring termination depths. Some fill had characteristics similar to materials described in prior environmental reports as 3M granules and 3M rock flour. Prior reports prepared for the site describe this 3M fill as being granules and "rock flour" byproducts from 3M's roofing granule manufacturing process on a nearby property, with the "rock flour" being characterized as a gray to gray-brown silty fine sand. During the field exploration, observations of gray silty sand and gray silty fine sand layers and/or layers of sand with colored flecks of green, yellow, red, or white were noted at several boring locations. A tabular summary of notable fill observations for the 28 direct-push borings advanced during the SI is provided below, with more detail being provided on the boring logs.

Boring	Boring Depth (ft)	Estimated Fill Interval (ft)	Notes
SBGW-1R	24	0 – 14.0	Gray fine sand (3.5 to 11.0 ft)
SB-1R	4	0 – 4.0	Gray fine sand (2.5 to 3.5 ft)
SB-2R	24	0 – 5.0	Brown to white fine sand with trace green flecks (2.5 – 4.0 ft); Gray fine sand (4.0 – 7.0 ft)

Boring	Boring Depth (ft)	Estimated Fill Interval (ft)	Notes
SB-3R	24	0 – 11.0	Brown fine sand with trace red & green flecks (0.5 – 4.0 ft); Gray fine sand (4.0 – 8.0 ft)
SB-5R	24	0 – 11.0	
SB-6R	24	0 – 12.0	Gray fine sand (3.5 – 9.0 ft)
SB-8R	24	0 – 7.5	
SB-9R	24	0 – 8.0	Gray fine to medium sand (4.0 – 6.0 ft)
SB-10R	24	0 – 3.0	
SB-11R	24	0 – 5.5	
SB-12R	24	0 – 6.0	
SB-14R	24	0 – 8.0	Gray fine sand (1.5 – 2.5 ft); Black fine silty sand (2.5 – 8.0)
SB-17R	24	0 – 8.0	Gray fine sand (1.5 – 2.5 ft)
SB-20	20	0 – 4.0	
SB-21	16	0 – 4.0	
SB-22	20	0 – 4.0	
SB-23	24	0 – 4.0	
SB-24	24	0 – 9.0	Gray fine sand, trace yellow flecks (1.0 – 4.5 ft)
SB-25	24	0 – 12.0	Gray fine sand (1.0 – 1.5 ft)
SB-26	24	0 – 4.0	Gray fine sand (0.5 – 1.0 ft)
SB-27	24	0 – 13.5	Gray fine sand (5.0 – 5.5 ft)
SB-28	24	0 – 8.0	Light gray fine sand (0.5 – 1.5 ft); Black fine silty sand (1.5 – 5.0)
SB-29	24	0 – 12.0	Gray fine sand (3.0 – 9.0 ft)
SB-30	24	0 – 9.5	
SB-31	24	0 – 10.5	Gray fine silty sand (1.5 – 2.0 ft)
SB-32	24	0 – 12.5	
SB-33	24	0 – 11.0	
SB-34	24	0 – 8.0	
SB-35	24	0 – 11.0	Light brown to white fine to medium sand, trace red and green flecks (2.5 – 3.5)

Generally, the depths of fill observed were the greatest in the southeast portion of the site and along the eastern and southern site boundaries, and the least beneath the manufacturing building slab (expect for the southeast corner) and along the western site boundary. These observations are generally consistent with conditions encountered in soil boings advanced during the Phase 2.

PID field screening results are presented on the boring logs. The PID was calibrated prior to initial operation using a calibration gas standard of 100 parts per million (ppm) isobutylene. The PID was used for qualitative assessment of a wide range of volatile analytes that may have been encountered during sampling, rather than a quantitative assessment of a specific analyte. Therefore, the PID was not programmed with an analyte-specific correction factor prior to initial operation. PID readings for soil samples collected from the boring locations were all equal to or less than 0.1 ppm, which is considered representative of background conditions. Furthermore, obvious petroleum, solvent, or other odors suggestive of environmental impairment were not observed during sampling.

Based on conditions noted during advancement of direct-push and auger borings and water level measurements obtained during development and sampling of the monitoring wells, the depths to groundwater encountered during the SI ranged between approximately 23.3 feet and 29.4 feet bgs, with the measured depths to water being the greatest in the northwestern portion of the site and the least in the southern and eastern portions of the site. Considering geospatial data obtained during the SI, groundwater level measurements suggest that groundwater flow direction was south to southeasterly during the field exploration at an estimated hydraulic gradient of approximately 0.001 feet per foot, as illustrated on the Groundwater Contour Map (Figure B.3.c).

4.2 Laboratory Data

4.2.1 Regulatory Framework

Groundwater quality is regulated under Chapter NR140, Wisconsin Administrative Code. This administrative code establishes numerical standards for the protection of human health and the environment. Under Chapter NR140, two sets of groundwater standards are established: the Enforcement Standard (ES) and the Preventive Action Limit (PAL). The ES is generally consistent with the federal drinking water standard or maximum contaminant level (MCL), and the PAL is 10%, 20%, or 50% of the ES depending on the health-related characteristics of the particular substance. Ten percent (10%) is used for cancer-causing substances, 20% for substances with other health effects, and 50% for substances having aesthetic concerns. Both an ES and PAL have been established for substances of Public Health and Public Welfare concern. Substances of Public Health concern include those that have carcinogenic, mutagenic, or teratogenic properties. Comparatively, Public Welfare Standards are established for substances that might cause taste, color, or odor concerns.

If these numerical groundwater standards are exceeded, specific reporting and response action is required. The WDNR has the regulatory authority to require action to control, monitor, or mitigate conditions to the extent technically and economically feasible. Where a PAL is attained or exceeded, the WDNR is required to evaluate the situation and take actions necessary to reduce the concentration of the substance below the PAL or at the lowest concentration feasible. When a substance is detected in the groundwater at concentrations equal to or greater than its ES, the activity, practice, or facility that is the source of the substance is subject to immediate enforcement action. Unlike a PAL, when an ES has been attained or exceeded, the WDNR must prohibit the continuation of the activity from which the substance came, unless it is demonstrated to the agency that an alternative response will achieve compliance with the ES.

Wisconsin regulates soil conditions through several environmental rules and regulations. Chapter NR 720, Wisconsin Administrative Code, presents the approved methodology to establish cleanup standards for soil that will result in the restoration of the environment to the extent practicable. Under NR 720, methodologies are presented for establishing soil cleanup standards (i.e., RCLs) for the protection of groundwater quality and protection of human health from direct contact (inhalation, ingestion, or dermal). Three general soil cleanup standards can be calculated using this methodology and the exposure and toxicity assumptions recommended by the WDNR and/or Environmental Protection Agency (EPA):

- Non-Industrial Direct Contact Pathway – concentration of a particular chemical which, if present in the soil, represents a potential risk to human health as a result of inhalation or ingestion under exposure conditions characteristic of a non-industrial land use.
- Industrial Direct Contact Pathway – concentration of a particular chemical which, if present in the soil, represents a potential risk to human health as a result of inhalation or ingestion under exposure conditions characteristic of an industrial land use.
- Groundwater Pathway – concentration of a particular chemical which, if present in the soil, represents a potential risk to groundwater quality. Groundwater quality standards used to establish the Groundwater Pathway RCL generally correspond to federal drinking water standards or Wisconsin Enforcement Standards for groundwater.

Wisconsin has also established BTVs for particular substances by completing a statistical evaluation of soil samples collected from across the state in areas considered to be undisturbed and/or devoid of obvious anthropogenic influences. BTVs are summarized in the WDNR's R&R Program RCL Spreadsheet (RR-052e), which was last updated in December 2018. A BTV is considered to be the concentration of a substance that is categorically accepted as not exceeding naturally-occurring background levels. Per WDNR guidance and NR 720.07(3), Wisconsin Administrative Code, a substance detected in soil at a concentration above the RCL, but below the BTV, is not considered to be an exceedance of the RCL and need not be identified as such on summary tables or figures.

The general soil cleanup standards presented in NR 720 should not be interpreted as mandatory compliance standards. Rather, these limits are based on general toxicity values and exposure conditions and are intended to be used to evaluate the general environmental risk related to a property. Wisconsin regulations allow parties to meet soil cleanup standards by using protections (i.e., performance standards) that can be incorporated into development plans. A soil performance standard implemented to reduce the risk of direct contact typically consists of capping the surface where contaminants are present within four feet of the ground surface. Capping material may consist of a surface barrier such as soil, geomembrane, asphalt, or concrete and does not necessarily need to be impermeable if contaminants are not likely to leach from soil. If contaminants exceeding direct contact RCLs are present at depths greater than 4 feet, a performance standard to limit direct contact exposure is typically imposed by listing the site on the WDNR database and requiring proper management of contaminated material if excavated in the future.

A soil performance standard can also be implemented where soil contamination threatens groundwater quality. If contaminants exceeding groundwater pathway RCLs are present, an impermeable barrier may be an effective performance standard remedy to reduce contaminant leaching from soil to groundwater. If soil contamination and groundwater contamination above ES levels are both present, natural attenuation of groundwater contaminants can also serve as a soil performance standard, provided naturally occurring processes are containing and reducing the mass and concentration of groundwater contaminants, and groundwater contaminant concentrations can be reduced to levels below the ES within a reasonable time period.

4.2.2 Soil Results

4.2.2.1 VOCs

Seventeen (17) soil samples collected from five borings advanced beneath the manufacturing building slab (SB-20, 21, 22, 23, and 24) were submitted for laboratory analysis of VOCs. Laboratory analytical results did not identify VOCs above the LODs, except for methylene chloride, which was detected in nine samples collected from SB-20, 21, 22, and 24, and toluene, which was detected in one sample collected from SB-23. The detections of methylene chloride and toluene were "j-flagged" as being above the LODs but below the LOQs, which means the reported concentrations were estimated at values below the quantitation limits. The detected concentration of toluene (37.9 micrograms per kilogram [ug/kg]) is two or more orders of magnitude below the applicable RCLs. The detected concentrations of methylene chloride, which ranged between 17.9 and 43.1 ug/kg, are three or more orders of magnitude below the IDC and NIDC RCLs but slightly exceed the groundwater pathway RCL (2.6 ug/kg).

Methylene chloride and to a lesser degree, toluene, are solvents that are commonly present in environmental laboratories. Methylene chloride in particular, is commonly used as an extraction liquid for gas chromatography, and that use is recognized by the EPA and other regulatory

agencies as having an elevated potential for cross-contaminating environmental media. Based on their "j-flagged" statuses, the absence of other VOCs in soil samples collected during the SI, and the absence of detectable VOCs in the other 44 soil samples and three groundwater samples collected during the Phase 2, it is our opinion that the methylene chloride detections, and possibly also the toluene detection, are likely the result of laboratory cross-contamination and are not indicative of site conditions. Accordingly, it is our opinion that existing information is sufficient to demonstrate that VOCs are not a COC warranting further assessment at this site.

4.2.2.2 PFAS

Twelve (12) soil samples collected from two borings advanced near the storage building (SB-8R and 14R) were submitted for laboratory analysis of PFAS. Additionally, two equipment blank water samples (representing the final decontamination water rinse of the Macrocore samplers before their use at SB-8R and 14R) were also submitted for laboratory analysis of PFAS to assess the effectiveness of decontamination procedures used during PFAS sampling activities. Laboratory analytical results identified PFAS compounds above the LODs in four of the soil samples, including Perfluorooctanesulfonic acid (PFOS) at SB-8R (0-2 and 4-8 feet) and SB-14R (0-2 and 2-4 feet) and Perfluoro-n-octanoic acid (PFOA) at SB-8R (0-2 feet); however, the detected concentrations are three or more orders of magnitude below their current RCLs. Additionally, the detection of PFOA (0.26 ug/kg) and three of the four PFOS detections (ranging between 0.45 and 2.4 ug/kg) were "j-flagged" as being above the LODs but below the LOQs, which means the reported concentrations were estimated at values below the quantitation limits. Laboratory analytical results did not identify PFAS above the LODs in deeper soil samples collected at those locations or in the equipment blank water samples.

A review of historical land use information does not suggest that activities/industries commonly referenced as PFAS sources (Teflon manufacturing, PFAS-containing coating operations, semiconductor manufacturing, carpet and rug manufacturing, use/manufacturing of aqueous film forming foams, chromium plating, etc.) were previously conducted/located on the site. PFAS was included as a soil analyte during the original Phase 2 for thoroughness only and was not anticipated to be a COC based on known/suspected prior releases or known site use history. Accordingly, the detections of PFAS in soil at the site are anticipated to be a background condition related to historical aerial deposition of particulates and rainwater containing PFAS from offsite sources.

Combined with the PFAS data generated during the Phase 2, which included six soil samples collected from six borings (two of which were re-assessed for PFAS during this SI), it is our opinion that existing information is sufficient to demonstrate that PFAS are not a COC warranting further assessment at this site.

4.2.2.3 DEHP

Fifty-nine (59) soil samples collected from 13 borings advanced in the western portion of the site beneath the manufacturing building slab (SB-20, 21, 22, and 24), eastern portion of the site (SB-14R, 25, 28, 29, and 30), and south-southeastern portion of the site (SB-2R, 6R, 34, and 35) were submitted for laboratory analysis of DEHP. Laboratory analytical results identified DEHP in 12 of the soil samples, including from locations SB-2R, 6R, 14R, 22, 24, 25, 34, and 35; however, except at locations SB-6R and SB-35, the detected concentrations are below the applicable RCLs. The detected concentrations of DEHP in two fill samples at SB-6 (3,360 ug/kg [0-2 feet] and 4,800 ug/kg [2-4 feet]) are well below the IDC and NIDC RCLs but exceed the groundwater pathway RCL (2,880 ug/kg). Deeper samples collected at SB-6 (8-12 feet and 22-24 feet) do not include detectable concentrations of DEHP. The detected concentrations of DEHP in one fill sample at SB-35 (381,000 ug/kg [4-8 feet]) exceeds the groundwater pathway RCL, NIDC RCL (38,800 ug/kg), and the IDC RCL(164,000 ug/kg). Shallower (0-2 feet and 2-4 feet) and deeper (12-14 feet and 22-24 feet) samples collected at SB-35 either do not include detectable concentrations of DEHP or include concentrations of DEHP below RCLs.

DEHP is a specific semi-volatile organic compound that had recently been detected in the shallow subsurface on a nearby site (Former CM/WCL RR Track – WDNR Activity No. 02-37-587000) and is documented to have been an ingredient in at least one raw material (sanding sealer) formerly used by CFI. Accordingly, the detections of DEHP at the site may be attributable to historical releases occurring during the storage and use of those raw materials and/or the historical disposal of wastes that are referenced in prior reports prepared for the site. The most elevated detections of DEHP were identified in deeper soil (4 to 8 feet bgs) within an area of the site that does not appear to have historically been occupied by structures or used for storage of raw materials, and DEHP was not detected above an RCL in any of the samples collected in the area of the site known to have historically included drums and ASTs of liquid wood finishing products (e.g., near the existing storage building). Accordingly, the detections of DEHP above the RCL are most likely associated with historical waste disposal activity and/or or surface grading and filling activities which may have resulted in the redistribution of shallow soil containing DEHP from a former storage/use area to other areas of the site that were subsequently covered with additional fill.

Conditions observed during the field exploration, as shown on the boring logs associated with SB-6R and SB-35, does not suggest meaningful similarities in fill characteristics between sample intervals that included RCL exceedances. The sample interval with the most elevated DEHP detection (SB-35 [4-8 feet]) was characterized as gray to dark brown fine silty sand (a layer extending from approximately 4 to 9.5 feet bgs), while the shallower sample intervals with DEHP above an RCL at SB-6R (0-2 feet and 2-4 feet) were characterized as multiple thin layers of light brown, brown, and dark brown fine to medium sand, black fine sand, and gray fine sand.

Boring SB-6R, the northernmost and easternmost location with DEHP detections above an RCL, is approximately 120 feet west of the eastern site boundary and is bound to the north, northeast,

and southeast by borings (SB-14R, SB-28, SB-29, SB-30, and SB-34) with multiple samples that either do not include detectable concentrations of DEHP or include concentrations of DEHP below RCLs. Boring SB-35, the southernmost and westernmost location with DEHP detections above a RCL, is approximately 100 feet north of the southern site boundary and is bound to the south, west, and northwest by borings (SB-2R, SB-22, SB-24, and SB-34) with multiple samples that either do not include detectable concentrations of DEHP or include concentrations of DEHP below RCLs. Additionally, the intervals with elevated DEHP detections are separated from the groundwater table by approximately 13 to 15 feet of native sandy soils that did not include detections of DEHP. Accordingly, it is our opinion that the lateral and vertical extent of DEHP detections above RCLs at this site is adequately defined to characterize the threat to human health and the environment.

Based on available information, the extent of DEHP above its IDC RCL is estimated to be an approximately 1,800-square-foot area around SB-35 present at depths between approximately 4 and 8 feet bgs. This IDC RCL exceedance area is within a slightly larger zone of soil fill estimated to occupy approximately 3,200 square feet and anticipated to include DEHP above its NIDC RCL, also at depths between 4 and 8 feet bgs. Both the NIDC and IDC RCL zones are within a larger area of soil fill estimated to occupy approximately 9,800 square feet and anticipated to include DEHP above its groundwater pathway RCL at variable depths between the ground surface and 8 feet bgs.

The estimated lateral and vertical extents of DEHP detections above RCLs are illustrated on Figures B.2.a.ii and B.3.a.v.

4.2.2.4 PAHs

One hundred and one (101) soil samples collected from 17 borings advanced in the western portion of the site beneath the manufacturing building slab (SB-20, 21, 22, 23 and 24), northeastern portion of the site (SB-14R, 25, 27, 28, 29, 30, and 31), and south-southeastern portion of the site (SB-1R, 6R, 33, 34, and 35) were submitted for laboratory analysis of PAHs. Laboratory analytical results identified detectable levels of PAHs in many of the samples, with the detections primarily being in fill material residing between the ground surface and 8 feet bgs. PAHs either were not detected or were detected below applicable RCLs in the samples collected at SB-1R, 6R, 20, 21, 22, 23, 24, 25, 30, 33 and 34. Concentrations of PAHs, primarily benzo(a)pyrene (BaP), benzo(b)fluoranthene (BbF), and/or chrysene (except at SB-14R and SB-28 where additional analytes were detected) identified in at least one sample collected at SB-14R, 27, 28, 29, and 35 exceed both the NIDC RCLs and groundwater pathway RCLs. These NIDC RCL exceedances were primarily identified in samples collected between the ground surface and 4 feet bgs and are underlain by deeper samples that do not include RCL exceedances. The detected concentrations of BaP identified in two samples collected at SB-14R (0-4 and 4-8 feet) and several PAHs (BaP, BbF, dibenzo[a,h]anthracene, and ideno[c,d]pyrene) in one sample collected at SB-28 (2-4 feet) exceed the IDC RCLs. The most elevated detections of PAHs were identified at SB-28 (2-4 feet

bgs); however, a shallower sample collected at that location (0-2 feet) does not include PAHs above RCLs, and of the other five deeper samples collected at that location, only the sample collected at 4 to 8 feet bgs includes PAHs above RCLs (BaP above NIDC and chrysene above the groundwater pathway RCL).

Conditions observed during the field exploration, as shown on the boring logs for SB-14R and SB-28, revealed similarities in fill characteristics between sample intervals that included the most elevated PAH detections. A black silty fine sand layer with no obvious petroleum/solvent odor or elevated PID readings was encountered at a depth between approximately 2.5 and 8 feet bgs at SB-14R, and a similar layer was encountered at a depth between approximately 2 and 5 feet bgs at SB-28. Based on a review of historical aerial photographs and prior reports prepared for the site, SB-14R and SB-28 were advanced near the former location of four raw material (wood finishing product) ASTs and a waste drum storage area that occupied the site during ownership/use by CFI. Accordingly, there is a possibility that the most elevated detections in that portion of the site are indicative of a release from the former AST system and/or former drums staged at the former waste drum storage area. However, similar to other areas of the site where detectable levels of PAHs were identified, there is also a possibly for the PAHs to be attributable to the historical deposition of fill containing residues of coal or other heavy fuel combustion.

Combined with the PAH data generated during the Phase 2, which included 44 soil samples collected from 22 borings (three of which were re-assessed for PAHs during this SI), it is our opinion that the lateral and vertical extent of PAH detections above RCLs is adequately defined at this site to characterize the threat to human health and the environment. Based on available information, the extent of PAHs above IDC RCLs is estimated to be an approximately 4,100-square-foot zone to the northeast of the storage building, at variable depths ranging between the ground surface and approximately 8 feet bgs, that is inclusive of sample locations SB-14/14R and SB-28. This IDC exceedance zone is within a larger area of soil fill, estimated to occupy approximately 90,000 square feet and extend from slightly to the northeast of the IDC RCL exceedance zone to the southwest site boundary, that contains PAHs above the current NIDC and groundwater pathway RCLs at variable depths ranging between the ground surface and approximately 8 feet bgs. A smaller area of soil fill containing PAHs above current NIDC and groundwater pathway RCLs at depths between the ground surface and approximately 3 feet bgs, estimated to occupy approximately 680 square feet, is also present west of the manufacturing building slab (around SB-10/10R) near the former location of active railroad tracks.

The WDNR has proposed changes to NIDC RCLs for carcinogenic PAHs which if approved, would increase the RCLs for several PAHs and significantly reduce the area of the site that includes NIDC RCL exceedances. If the proposed RCLs are approved, the area of the site estimated to include NIDC RCL exceedances would decrease from approximately 90,000 square feet to an approximately 9,800-square-foot zone around the IDC RCL exceedance area.

The estimated lateral and vertical extents of PAH detections above current and proposed RCLs, are illustrated on Figures B.2.a.i, B.3.a.ii, B.3.a.iii, and B.3.a.iv.

4.2.2.5 Metals

One hundred forty-seven (147) soil samples collected from 27 borings advanced at the site were submitted for laboratory analysis either for Priority Pollutant (PP) metals (antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc), or one or more of the following individual metal analytes: antimony, arsenic, cadmium, copper, lead, mercury, and/or thallium. The analytes and numbers of samples assessed at each boring location are as follows:

- PP Metals: SB-20 (5), 21 (4), 22 (5), 23 (6), 24 (6), and 25 (7).
- Antimony: SB-14R (4), 17R (3), 26 (6), 27 (6), 28 (7), 29 (7), 30 (7), 31 (7), and 32 (7).
- Arsenic: SB-8R (3).
- Cadmium: SB-14R (4), 28 (7), 29 (7), 30 (7), 31 (7), and 32 (7).
- Copper: SB-1R (2), 5R (2), 14R (4), 17R (3), 26 (6), 27 (6), 28 (7), 29 (7), 30 (7), 31 (7), and 32 (7).
- Lead: SB-1R (2), 5R (3), 14R (4), 17R (3), 26 (6), 27 (6), 28 (7), 29 (7), 30 (7), 31 (7), and 32 (7).
- Mercury: SB-33 (2).
- Thallium: SBGW-1R (4), SB-1R (2), 2R (6), 3R (5), 6R (7), 9R (6), 10R (3), 11R (3), 12R (3), 14R (4), 28 (7), 29 (7), 30 (7), 31 (7), 32 (7), 33 (7), and 34 (7).

Laboratory analytical results identified detectable levels of metals in most of the samples, with the detections occurring both in shallow fill material and in native sandy soils at depths of up to 24 feet bgs. Except for arsenic, mercury, and thallium, the primary objective of metals sampling completed during the SI was to define the degree and extent of metal detections above a BTV or a groundwater pathway RCL identified during the Phase 2. For arsenic, the objective was to confirm the initial Phase 2 detection of arsenic above the BTV (and therefore, above the NIDC, IDC, and groundwater pathway RCLs) at one location (SB-8/8R) and if confirmed, further evaluate the extent of that BTV/RCL exceedance. For mercury, the objective was to confirm the initial Phase 2 detection of mercury above the groundwater pathway RCL at one location (SB-6/6R) and if confirmed, further evaluate the extent of that RCL exceedance. For thallium, the primary objective was the gathering of sufficient data (through sampling of several fill layers and native sandy soils in multiple borings distributed across areas of the site where fill materials are known or suspected to have been deposited) to determine whether the Phase 2 detections of thallium above the NIDC and groundwater pathway RCLs across the site are representative of an environmental release or a background condition.

Laboratory analytical results for the samples submitted for PP metals analysis did not reveal detections above a BTV or RCL, except for those metals that were previously detected at the site and targeted for delineation as part of this SI (e.g., lead). Accordingly, PP metals analysis did not reveal additional metal COCs at this site, such as nickel, silver or zinc.

Antimony

Laboratory analytical results for the samples submitted for antimony analysis adequately defined the extent of antimony detections above the groundwater pathway RCL at/near SB-14/14R and SB-17/17R. Antimony was not detected above the LOD in the samples collected at depths of 8 to12 feet bgs and deeper at SB-14R or at depths of 12 to 14 feet bgs or deeper at SB-17R, which suggests that the prior detections above the groundwater pathway RCL at those locations are confined to shallower fill zones (4-8 feet at SB-14/14R and 0-12 feet at SB-17/17R). Antimony was detected above the groundwater pathway RCL in two samples collected to the south of SB-14/14R (SB-30 [8-12 feet] and SB-31 [4-8 feet]); however, shallower and deeper samples collected at those locations did not include detections of antimony above the LOD, and samples collected from borings advanced during the SI to the east and northeast of those locations and north and east of SB-14/14R and SB-17/17R (SB-26, 27, 29, and 32) also did not include detections of antimony above the LOD. Prior samples collected during the Phase 2 (SB-6, SBGW-1, SBGW-2, etc.) provide additional data for delineation of antimony detections above the groundwater pathway RCL to the west and south of SB-14/14R, SB-17/17R, SB-30, and SB-31. Accordingly, it is our opinion that the lateral and vertical extent of antimony detections above the groundwater pathway RCL at this site is adequately defined to characterize the threat to human health and the environment.

Arsenic

Laboratory analytical results for the samples submitted for arsenic analysis confirmed the initial detection of arsenic above the BTV/RCLs in shallow soil at SB-8 and adequately defined the extent of the BTV/RCL exceedances at that location. Arsenic was detected (18.6 milligrams per kilogram [mg/kg]) above the BTV/RCLs in the sample collected from a depth of 2 to 4 feet bgs, but was detected below the BTV/RCLs in the shallower (0 to 2 feet) and deeper (4 to 8 feet) samples collected from boring SB-8R. Prior samples collected during the Phase 2 (SB-5, 6, 9, 11, etc.) provide additional data for delineation of arsenic detections above the BTV to the north, south, east and west of SB-8/8R. Accordingly, it is our opinion that the lateral and vertical extent of arsenic detections above the BTV/RCLs at this site is adequately defined to characterize the threat to human health and the environment.

Cadmium

Laboratory analytical results for the samples submitted for cadmium analysis adequately defined the extent of cadmium detections above the BTV (and therefore, groundwater pathway RCL)

at/near SB-14/14R. Cadmium was not detected above the LOD in the samples collected at depths of 8 to12 feet bgs and deeper at SB-14R, which suggests that the prior detection above the BTV/RCL at that location is confined to a shallower fill zone (4-8 feet). Cadmium was detected above the BTV in two samples collected to the northeast (SB-28 [2-4 feet]) and southeast SB-30 (8-12 feet) of SB-14/14R; however, shallower and deeper samples collected at those locations did not include detections of cadmium above the BTV and/or LOD, and samples collected from borings advanced during the SI to the east of those locations (SB-25 and 29) also did not include detections of cadmium above the BTV and/or LOD. Prior samples collected during the Phase 2 (SBGW-1, SBGW-2, SB-9, SB-11, etc.) provide additional data for delineation of cadmium detections above the BTV to the west and south of SB-14/14R, SB-28, and SB-30. Accordingly, it is our opinion that the lateral and vertical extent of cadmium detections above the BTV/groundwater pathway RCL at this site is adequately defined to characterize the threat to human health and the environment.

Copper

Laboratory analytical results for the samples submitted for copper analysis adequately defined the extent of copper detections above the BTV at/near SB-5/5R, 14/14R, and 17/17R. Copper was detected above the BTV in a sample collected from SB-5R at a depth of 2 to 4 feet bgs, but was not detected above the BTV in the shallower (0-2 feet) sample at that location. Prior results for samples collected at SB-5 indicate copper is below the BTV at a depth of 8 to 12 feet bgs. Copper was not detected above the BTV in any samples collected from SB-1R, which was advanced to define the extent of BTV exceedances to the southwest of SB-5/5R. Copper was not detected above the BTV and/or LOD in samples collected deeper than 8 feet bgs at SB-14R and 12 feet bgs at SB-17R, which suggests that the prior detections above the BTVs at those locations are confined to shallower fill zones (4-8 feet at SB-14/14R and 8-12 feet at SB-17/17R). Copper was detected above the BTV in two samples collected from one boring (SB-30) advanced to the south-southeast of SB-14/14R, with the concentration at a depth of 4 to 8 feet bgs exceeding the BTV and groundwater pathway RCL and the concentration at a depth of 8 to 12 feet bgs only exceeding the BTV. Copper was also detected above the BTV in one sample collected from another boring (SB-32) advanced to the south-southeast of SB-30, with the concentration at a depth of 2 to 4 feet bgs exceeding the BTV. Shallower and deeper samples at SB-30 and SB-32, as well as all samples collected from borings advanced to the northeast (SB-29) and west (SB-31) of SB-30 and SB-32 and to the north of SB-14/14R (SB-27 and 28), did not include copper detections above the BTV and/or LOD. Prior samples collected during the Phase 2 (SBGW-1, SBGW-2, SB-2, SB-6, SB-11, etc.) provide additional data for delineation of copper detections above the BTV near SB-5/5R, 14/14R, and 32 (and SB-8, 9, and 13, which were identified during the Phase 2), and above the BTV and groundwater pathway RCL near SB-30. Accordingly, it is our opinion that the lateral and vertical extent of copper detections above the BTV/groundwater pathway RCL at this site is adequately defined to characterize the threat to human health and the environment.

Lead

Laboratory analytical results for the samples submitted for lead analysis adequately defined the extent of lead detections above the BTV (and therefore, above the groundwater pathway RCL) at/near SB-5/5R, 14/14R, and 17/17R. Lead was not detected above the BTV and/or LOD in samples collected from SB-5R at depths greater than 12 feet bgs. Prior results for samples collected at SB-5 indicate lead is below the BTV at a depth of 0 to 4 feet bgs and above the BTV at a depth of 8 to 12 feet bgs. Lead was not detected above the BTV in any samples collected from SB-1R, which was advanced to further evaluate possible lead detections to the southwest of SB-5/5R. Lead was not detected above the BTV and/or LOD in samples collected deeper than 8 feet bgs at SB-14R and 12 feet bgs at SB-17R, which suggests that the prior detections above the BTVs at those locations are confined to shallower fill zones (4-8 feet at SB-14/14R and 8-12 feet at SB-17/17R). Lead was detected above the BTV in one sample each from borings SB-27 (2-4 feet), SB-30 (4-8 feet), and SB-31 (2-4 feet), which were advanced northeast of SB-17/17R and south of SB-14/14R to further assess the potential for lead near those locations. However, shallower and deeper samples at those locations, as well as all samples collected from borings advanced to the north of SB-17/17R and 27 (SB-25 and 26), between SB14/14R and SB-17/17R (SB-28), and to the east of SB-14/14R, 30 and 31 (SB-29 and 32) did not include lead detections above the BTV and/or LOD. Prior samples collected during the Phase 2 (SBGW-1, SBGW-2, SB-2, SB-6, SB-13, etc.) provide additional data for delineation of lead detections above the BTV near SB-5/5R, 14/14R, 17/17R, 27, 30, and 31 (and SB-9, which was identified during the Phase 2). Accordingly, it is our opinion that the lateral and vertical extent of lead detections above the BTV/groundwater pathway RCL at this site is adequately defined to characterize the threat to human health and the environment.

Mercury

Laboratory analytical results for the samples submitted for mercury analysis (SB-6R [0-2 feet and 2-4 feet]) did not confirm the initial Phase 2 detection of mercury at a concentration slightly above the groundwater pathway RCL at that location (SB-6 [0-4 feet]). Accordingly, it is our opinion that existing information is sufficient to demonstrate that mercury is not a COC warranting further assessment at this site.

Thallium

Thallium is a relatively rare but widely dispersed element that is present in coal and sulfide ores of zinc, copper, and lead. Thallium in the environment can be the result of both natural and anthropogenic sources, with commonly cited anthropogenic sources being atmospheric deposition of fly ash from the combustion of coal and operation of cement kilns and disposal of wastes from coal combustion (i.e., coal combustion byproducts) and ferrous and nonferrous smelting operations (e.g., USEPA, 2009, *Toxicological Review of Thallium and Compounds*, Publication EPA/635/R-08/001F). Industrially, thallium has been used in the manufacture of

electronics, low-temperature thermometers, semiconductors, optical lenses, and imitation precious jewels, and in the preparation of high-density liquids. Thallium was also used historically as an insecticide and rodenticide, but its commercial and consumer use as such was banned in the United States and many other countries in the 1970s. Natural processes can also mobilize thallium from geological sources and result in the enrichment of thallium in soil. Thallium is present in continental crustal materials and sulfide minerals (e.g., pyrite) and, as more relevant to this site, is reportedly commonly associated with sulfide deposits such as those within Precambrian volcanic bedrock residing in Marathon County, including in and near Wausau (LaBerge, G.L., and Myers, P.E., 1983, *Precambrian Geology of Marathon County, Wisconsin*, University of Wisconsin Geological and Natural History Survey Information Circular Number 45, pp. 72-74). Thallium was not specifically targeted as a COC during the Phase 2 based on the known history of the site but rather, was included coincidentally for thoroughness when the City selected PP Metals as the target analyte list instead of the more commonly assessed Resource Conservation and Recovery Act metals analyte list. Based on a review of prior reports prepared for the site, there are no known releases of thallium-containing substances at the site and no known current or prior sources of thallium at the site related to historical site occupancies/uses.

The primary objective of thallium sampling completed during the SI was to evaluate whether the Phase 2 detections of thallium above the NIDC and groundwater pathway RCLs across the site are representative of an environmental release or a background condition. Although it is naturally-occurring in the environment, the WDNR has not yet established a BTV for thallium as they have for other metals such as cadmium, copper, and lead. Accordingly, 125 samples for thallium analysis were collected during the SI from several fill and native sandy soil layers in multiple borings distributed across areas where fill materials are known or suspected to have been deposited. When combined with the samples collected for thallium analysis during the Phase 2, a total of 169 samples of fill, native sandy soil, or a mix of fill and native sandy soil have been collected from the site and submitted for thallium analysis. Based on subsurface conditions observed during sampling, as illustrated on boring logs, of the 169 samples submitted for thallium analysis, 69 results are associated with fill samples, 85 are associated with native sandy soils, and 15 are associated with samples that included variable combinations of fill and native soils.

Collectively, the laboratory analytical results obtained during the Phase 2 and SI identified detections of thallium above the NIDC and groundwater pathway RCLs in both fill and native sandy soils, with all of the detections being between the LOD and LOQ (i.e., “J-flagged”), which means they are all estimated concentrations below the laboratory’s quantitation limit. The thallium detections in fill ranged between 0.87 J and 2.4 J mg/kg, the detections in samples with a mix of fill and native soil ranged between 1.4 J and 1.7 J mg/kg, and the detections in native soil ranged between 0.84 J and 1.6 J mg/kg. The detections in native soil included results at a depth of 22 to 24 feet bgs that ranged between 1.1 J and 1.4 J mg/kg. For samples where

thallium was not detected above the LOD, the LODs ranged between 0.74 and 7.5 mg/kg for fill samples, 0.74 and 4.3 mg/kg for samples with a mix of fill and native soil, and 0.73 to 1.7 mg/kg for native soil samples. A summary of thallium results for fill versus native samples is presented in the table below.

	Fill Samples	Native Soil
Number of Samples	69	85
Number of Detections	36	27
Range of Detections (mg/kg)	0.87 J – 2.4 J	0.84 J – 1.6 J
Median of Detections (mg/kg)	1.2	1.2
Mean of Detections (mg/kg)	1.3	1.2
Range of Non-Detections	0.74 – 7.5	0.73 – 1.7
Median of Non-Detections (mg/kg)	0.85	0.80
Mean of Non-Detections (mg/kg)	1.4	1.0

Because previously prepared site documents do not identify prior releases of thallium-containing substances or reveal past industrial site uses most commonly associated with such releases (metal smelting, metal alloy and glass manufacturing, electronics manufacturing, and cement manufacturing), and concentrations of thallium detected in native sandy soil at depth are comparable to those detected in fill soil, with marginal differences likely being attributable to background anthropogenic sources such as historical atmospheric deposition from coal-fired boilers and power plants, it is our opinion that thallium is not a primary COC at this site but rather, is a background condition that does not warrant further assessment or remedial action.

The estimated lateral extent of metals detections above BTVs and RCLs, excluding thallium, is illustrated on Figure B.2.a.iii.

4.2.3 Groundwater Results

Groundwater samples collected from NR 141 monitoring wells installed during the SI (SB-1R, SB-5R, SB-14R, SBGW-1R, and SBGW-3R) were submitted for laboratory analysis of PAHs (all samples) and metals (PP metals [SB-14R], thallium only [SB-1R and SBGW-1R], or lead only [SB-5R]). The objectives of the sampling were to confirm the initial Phase 2 detections of chrysene in groundwater at SBGW-1 and SBGW-3, assess the potential for PAHs to be present in groundwater at other locations at the site, and/or assess the potential for metals detections

above groundwater pathway RCLs to have resulted in degradation of groundwater quality at the site.

4.2.3.1 PAHs

Laboratory analytical results identified PAH detections in groundwater samples collected at SB-1R (2-methylnaphthalene and naphthalene), SB-14R (naphthalene), and SBGW-3R (anthracene); however, most of the detections were between the LOD and LOQ, the duplicate (QA/QC) sample at SB-14R did not include detectable levels of PAHs, and none of the PAH detections exceed the NR 140 PALs. PAHs were not detected above the LODs in groundwater samples collected at SBGW1-R or SB-5R. The samples collected at SBGW-1R and SBGW-3R did not confirm the initial Phase 2 detections of chrysene above a PAL, which suggests that the initial detections were likely attributable to the use of temporary wells (i.e., initial results were biased high due to fine particulate in the samples).

Because groundwater sampling completed during the SI did not reveal PAHs in groundwater above a regulatory standard, it is our opinion that the soil to groundwater exposure pathway for soil is incomplete and the groundwater ingestion exposure pathway for groundwater is not relevant for PAHs at this site.

4.2.3.2 Metals

Laboratory analytical results identified metals detections in the groundwater sample collected at SB-14R (chromium and nickel), and the duplicate (QA/QC) sample at SB-14R confirmed those results; however, the metals detections are well below the applicable PALs. Furthermore, thallium and lead were not detected in any of the groundwater samples submitted for analysis.

Because groundwater sampling completed during the SI did not reveal metals in groundwater above a regulatory standard, it is our opinion that the soil to groundwater exposure pathway for soil is incomplete and the groundwater ingestion exposure pathway for groundwater is not relevant for metals at this site.

5. Migration Pathways and Receptors

Risks to human health and the environment are evaluated based on potential contaminant sources and exposure routes. If an exposure pathway is considered not to be relevant or is demonstrated to be incomplete based on contaminant concentrations, contaminant characteristics, or site conditions, the extent of additional assessment necessary to pursue regulatory closure is typically reduced and corrective actions are typically not required to prevent or mitigate exposures. The following exposure pathways were evaluated for this SIR: soil ingestion, inhalation, and dermal (soil direct contact); soil leaching to groundwater (soil-groundwater pathway); groundwater water ingestion; and indoor air inhalation from contaminated soil and groundwater (vapor intrusion).

The site is currently zoned for residential use, but it is currently occupied only by the City and a City contractor for municipal and industrial material storage. Furthermore, the site is planned to be redeveloped; however, the end use of the site has not yet been determined and the City has the ability to rezone the site to accommodate various commercial, industrial, institutional, municipal, residential, and/or recreational/public end uses. Accordingly, potential exposures under both industrial and non-industrial end uses were considered.

Soil Direct Contact – Soil with detectable concentrations of arsenic, DEHP, and PAHs is present at depths within four feet of the ground surface, which is typically considered representative of the direct contact zone. The concentration of arsenic at one location to the southeast of the storage building (SB-8/8R) exceeds the IDC RCL within four feet of the ground surface. The concentrations of several PAHs at two locations to the northeast of the storage building (SB-14/14R and SB-28) also exceed the IDC RCLs within four feet of the ground surface. Concentrations of PAHs at several other locations (SB-2/2R, 4/4R, 5/5R, 8/8R, 9/9R, 10/10R, 27, and 29) exceed the current NIDC RCLs within four feet of the ground surface; however, if the changes to NIDC RCLs proposed by the WDNR for carcinogenic PAHs are approved, the locations that exceed NIDC RCLs would be reduced to only those that exceed the IDC RCLs (SB-14/14R and SB-28). Although the concentration of DEHP at one location (SB-35) exceeds the NIDC and IDC RCLs, the depth of that detection (4-8 feet bgs) is below the direct contact zone. Existing concrete and asphalt slabs provide a barrier to direct contact in some areas of the site; however, current and future site occupants could reasonably come into contact with soil in unpaved areas. Accordingly, the soil direct contact pathway for arsenic and PAHs is considered a relevant exposure pathway for current and future site occupants. Likewise, the soil direct contact pathway for arsenic and PAHs is considered a relevant exposure pathway for utility contractors/construction workers who may disturb paved and unpaved areas of the site in the future.

Offsite migration of impacted soil onto (and soil direct contact on) adjoining properties is not considered a relevant exposure pathway because site topography is relatively flat; there are no existing soil stockpiles or significant areas of eroded or exposed earth likely to create dust; and the existing pavements and grassy vegetation across much of the site, and the vegetated woodland buffer along the eastern site boundary substantially reduce the potential for surface migration of solids in storm water runoff and/or facilitates settling of solids in storm water runoff and limits the potential for wind-blown particulate, particularly in the prevailing (westerly) wind direction. Accordingly, we do not anticipate additional sampling to evaluate this exposure pathway for offsite receptors.

Soil-Groundwater Pathway – Metals, PAHs, and DEHP were detected in soil at the site, with concentrations exceeding the applicable groundwater pathway RCLs at several locations. Concentrations of PAHs in soil at several locations (SB-1/1R, 2/2R, 4/4R, 5/5R, 8/8R, 9/9R, 10/10R, 14/14R, 27, 28, and 29) exceed the groundwater pathway RCLs; however, groundwater sampling completed during the SI did not reveal concentrations of PAHs in groundwater above the NR 140 PALs. Concentrations of one or more metals in soil at several locations (SB-5/5R, 8/8R, 9/9R, 14/14R, 17/17R, 21, 27, 28, 30, and 31) exceed the groundwater pathway RCLs; however, groundwater sampling completed during the SI did not reveal concentrations of metals in groundwater above the NR 140 PALs. Concentrations of DEHP detected in soil at two locations (SB-6/6R and SB-35) exceed the groundwater pathway RCL; however, similar to many PAH analytes, DEHP is a hydrophobic compound that binds strongly to soil and has a low water solubility (EPA, *Proposed Designation of Di-Ethylhexyl Phthalate (DEHP) as a High-Priority Substance for Risk Evaluation*, 2019) the fill containing DEHP is approximately 13 to 15 feet above the measured water table, and DEHP was not detected in native sandy soil at depth, beneath the zone of DEHP impact and above the water table. Accordingly, it is our opinion that the soil-groundwater pathway is incomplete at this site and does not warrant further assessment or remedial action.

Groundwater Ingestion – Metals and PAHs were detected in groundwater samples collected from this site; however, the initial detections of a PAH analyte (chrysene) above a NR 140 PAL were not confirmed during the SI, and the concentrations of metals and other PAHs detected in groundwater during the SI did not exceed the NR 140 PALs. Additionally, sampling completed during the initial Phase 2 did not reveal detections of VOCs in any groundwater samples collected from this site.

Current and future occupants of the site would not reasonably come into contact with groundwater at this site because it is present at depths greater than 20 feet bgs and local residents are provided potable water by the City via six water wells located between approximately 2 and 3 miles north (sidegradient) of the site. Furthermore, Wausau Municipal Code regulates the construction and continued use of private wells within the city where public water service is provided, whereby a private well can be operated temporarily for a non-potable use, for a period not to exceed

5 years, if approved though issuance of a city permit. Based on available records, the City has indicated they are aware of only two private wells located within 1,200 feet of the site that are permitted for operation of a private well for non-potable uses: one at 227 Chellis Street (residence located approximately 600 feet south of the site) and one at 123 Adolph Street (residence located approximately 1,000 feet southeast of the site).

Because analyte concentrations in groundwater do not exceed NR 140 PALs and local residents are provided potable water via wells located approximately 2 to 3 miles north (sidegradient) of the site, it is our opinion that the groundwater ingestion pathway is incomplete at this site and does not warrant further assessment or remedial action.

Vapor Intrusion – Vapor intrusion is not considered a relevant pathway at this site because VOCs are not considered a contaminant of concern (as evidenced by laboratory analysis of 61 soil samples and 3 groundwater samples collected during the Phase 2 and SI) and the analytes that were detected in soil and groundwater above regulatory standards at the site are not considered sufficiently volatile to allow for migration from subsurface media into the indoor air of current or future buildings. Accordingly, we do not anticipate additional sampling to evaluate this exposure pathway.

Based on information presented above, regardless of the end use of the site, we anticipate remedial actions (e.g., excavations and/or use of a performance standard) being required at this site to address the presence of arsenic and PAHs in soil above IDC RCLs within four feet of the ground surface at/near sample locations SB-8/8R (for arsenic) and SB-14/1R and SB-28 (for PAHs). If the end use of the site is not industrial, we anticipate similar remedial actions being required at this site to address the presence of PAHs above NIDC RCLs within four feet of the ground surface. The extent of the remedial action to address NIDC RCL exceedances will depend on the outcome of the changes to NIDC RCLs being proposed by the WDNR for carcinogenic PAHs. Based on current standards, a remedial action to address NIDC RCL exceedances would include areas at/near sample locations SB-2/2R, 4/4R, 5/5R, 8/8R, 9/9R, 10/10R, 14/14R, 27, 28, and 29. If the proposed RCLs are approved, the remedial action required to address NIDC RCL exceedances may only include areas at/near sample locations SB-14/14R and 28. Remedial actions to address other organic and inorganic analytes or other potential routes of exposure are not anticipated at this site.

6. Conclusions and Recommendations

6.1 Conclusions

Environmental data obtained and evaluated for this site, which included the collection and laboratory analysis of 205 soil samples and eight groundwater samples, and historical land use information obtained from historical site reports provide the following characterization of the site:

- Groundwater exists at depths between approximately 23 and 29 feet bgs and existing data does not indicate environmental impact to groundwater. Furthermore, local residents are provided potable water by the City via six water wells located between approximately 2 and 3 miles north (sidegradient) of the site and Wausau Municipal Code regulates the construction and continued use of private wells within the city where public water service is provided, whereby a private well can be operated only temporarily and for a non-potable use. Accordingly, the groundwater exposure pathway is considered incomplete at this site.
- VOCs and PFAS are not COCs at this site because the few detections at this site are below regulatory standards and/or are not considered attributable to site conditions. Accordingly, it is our opinion that further assessment of VOCs and PFAS is not warranted.
- PAHs are a primary COC present in soil fill residing principally in the southern and eastern portions of the site. Concentrations of PAHs exceed IDC RCLs at variable depths ranging between the ground surface and approximately 8 feet bgs in an estimated 4,100-square-foot zone located to the northeast of the storage building in the east-central portion of the site. This IDC RCL exceedance zone is in the general vicinity of a portion of the site that historically included ASTs of wood finishing products (e.g., stains and varnishes) and drum storage of wood finishing product wastes. This IDC exceedance zone is within a larger area of soil fill, estimated to occupy approximately 90,000 square feet and extend from slightly to the northeast of the IDC RCL exceedance area to the southwest site boundary, that includes PAHs above the current NIDC and groundwater pathway RCLs at variable depths ranging between the ground surface and approximately 8 feet bgs. A smaller area of soil fill that contains PAHs above NIDC and groundwater pathway RCLs at depths between the ground surface and approximately 3 feet bgs, estimated to occupy approximately 680 square feet, is also present in the west-central portion of the site (west of the manufacturing building slab) near the former location of active railroad tracks. The WDNR has proposed changes to NIDC RCLs for carcinogenic PAHs which if approved, would increase the RCLs for several PAHs and significantly reduce the area of the site that includes NIDC RCL exceedances. If the proposed RCLs are approved, the area of the site estimated to include NIDC RCL exceedances would decrease from approximately 90,000 square feet to a single area to the northeast of the storage building estimated to occupy approximately 9,800 square feet. The groundwater exposure pathway for PAHs is considered incomplete because sampling completed during the SI did not reveal PAHs in groundwater above a regulatory standard.

- DEHP is a primary COC present in soil fill at this site. Concentrations of DEHP exceed IDC RCLs within an estimated 1,800-square-foot zone located in the south-central portion of the site; however, the IDC exposure pathway is considered incomplete because the depths of the RCL exceedances are between 4 and 8 feet bgs. This IDC RCL exceedance zone is within a slightly larger zone of soil fill estimated to occupy approximately 3,200 square feet, and anticipated to include DEHP above NIDC RCLs, also at depths between 4 and 8 feet bgs. Both of these zones are within a larger area of soil fill estimated to occupy approximately 9,700 square feet and anticipated to include DEHP above groundwater pathway RCLs at variable depths between the ground surface and 8 feet bgs. The groundwater exposure pathway for DEHP is considered incomplete because DEHP is a hydrophobic compound that binds strongly to soil and has a low water solubility, the fill containing DEHP is approximately 13 to 15 feet above the measured water table, and DEHP was not detected in native sandy soil at depth, beneath the zone of DEHP impact and above the water table.
- Arsenic is a primary COC present in soil fill at this site. Concentrations of arsenic exceed the BTV and therefore, also the IDC, NIDC, and groundwater pathway RCLs at depths between the ground surface and approximately 4 feet bgs within an estimated 1,250-square-foot zone centered around one sample location to the southwest of the storage building. This zone is within the larger area of fill that contains PAHs above NIDC and GWP RCLs and other metals above BTVs, NIDC RCLs, and GWP RCLs as discussed below. The groundwater exposure pathway for arsenic is considered incomplete because sampling completed during this SI did not reveal arsenic in groundwater above a regulatory standard.
- Antimony, cadmium, chromium, copper, lead, nickel, mercury, and selenium are present in soil fill at concentrations that exceed BTVs and/or groundwater pathway RCLs at depths between the ground surface and approximately 12 feet bgs; however, the groundwater exposure pathway for these metals is considered incomplete because sampling completed during this SI did not reveal those analytes in groundwater above a regulatory standard. Furthermore, detections of metals above a BTV but below a NIDC RCL (e.g., lead) are not considered a significant environmental risk to human health at the site or to the local environment. Accordingly, antimony, cadmium, chromium, copper, lead, nickel, mercury, and selenium are not considered primary COCs at this site and in our opinion, do not warrant further assessment or remedial action.
- Thallium is present in soil fill at concentrations that exceed NIDC and groundwater pathway RCLs at depths between the ground surface and approximately 12 feet bgs; however, all of the detections were flagged by the laboratory as being between the limits of detection and quantitation (i.e., they represent estimated concentrations below the quantitation limit). Comparable concentrations of thallium above NIDC and groundwater pathway RCLs were also detected at depth in native sandy soils, and thallium was not detected in groundwater at the site. A BTV has not been established for thallium and it is infrequently assessed at Wisconsin regulatory sites; however, it is a naturally occurring element present in continental crustal materials and, as more relevant to this site, in sulfide minerals (e.g., pyrite) commonly associated with sulfide deposits such as those within Precambrian volcanic bedrock residing in Marathon County, including in and near

Wausau. Previously prepared site documents do not identify prior releases of thallium-containing substances or reveal past industrial site uses most commonly associated with such releases (metal smelting, metal alloy and glass manufacturing, electronics manufacturing, and cement manufacturing), and concentrations of thallium detected in native sandy soil at depth are comparable to those detected in fill soil, with marginal differences likely being attributable to background anthropogenic sources such as historical atmospheric deposition from coal-fired boilers and power plants. Accordingly, thallium is not considered a primary COC at this site but rather, is considered a background condition that does not warrant further assessment or remedial action.

6.2 Recommendations

Based on information obtained during this SI, it is our opinion that the nature and extent of environmental impacts on this site have been adequately defined to characterize the threat to human health and the environment as required under NR 700 Series, Wisconsin Administrative Code. Accordingly, it is our opinion that further assessment of this site is not warranted at this time. Rather, we recommend that a remedy be implemented to address the direct contact exposure pathway for PAHs and arsenic, and following that remedy, the site be considered for regulatory case closure with engineered and/or institutional controls to address residual contaminants above NR 720 RCLs. Because groundwater monitoring has not revealed environmental impact, we also recommend that the existing monitoring wells be abandoned to reduce the potential for damage that may result from heavy vehicle traffic (excavators, etc.) by the City and/or their contractors.

The site is currently zoned for residential use; however, it is currently occupied only by the City and a City contractor for municipal and industrial material storage. Furthermore, because the site is planned to be redeveloped, the end use of the site has not yet been determined, and the City has the ability to rezone the site to accommodate various commercial, industrial, institutional, municipal, residential, and/or recreational/public end uses, we recommend any final remedies required to pursue regulatory case closure be implemented as part of new construction for the future redevelopment of the property or the WDNR allow the implementation of a temporary remedy until the end use of the site is established. The most sustainable environmental approach is to address environmental impacts at the time of site redevelopment through the removal of contaminant mass in excavations required for building foundations and other improvements and the use of planned pavements, other hardscapes, and/or landscaping as engineered barriers for the protection of human health from the direct contact pathway. Depending on the end use of the site (industrial versus non-industrial), except for removal of contaminant mass that may result from excavations planned as part of the redevelopment, we anticipate that targeted remedial excavations may not be necessary to obtain regulatory case closure.

The recommendations above are based on the following factors:

- There is no documented threat to the environment or to human health via groundwater ingestion. Although contaminants are present in fill soil at the site above groundwater pathway RCLs, contaminant leaching to groundwater is considered an incomplete pathway because the fill soil has been present for at least several decades, most of the contaminants (e.g., PAHs and DEHP) have limited leaching potential due to strong sorption onto fill/soil, and groundwater sampling completed during the SI did not reveal contaminants in groundwater above regulatory standards.
- There is no documented threat to surface water or human health via offsite migration of impacted fill. Although contaminants above direct contact RCLs are present in the direct contact zone (0 to 4 feet bgs), site topography is relatively flat and there are no existing soil stockpiles or significant areas of eroded or exposed earth likely to create dust. Additionally, the existing pavements and grassy vegetation across much of the site and the vegetated swale and woodland buffer near the eastern site boundary, substantially reduce the potential for surface migration of solids in storm water runoff and/or facilitates settling of solids in storm water runoff and limits the potential for wind-blown particulate, particularly in the prevailing (westerly) wind direction.
- There is no immediate threat to human health at the site via direct contact. Although contaminants above direct contact RCLs (PAHs and arsenic) are present in the direct contact zone (0 to 4 feet bgs) at unpaved locations, those locations are primarily covered with gravel or grassy vegetation, the site is currently not occupied continuously, and visits by City personnel, contractors, and local residents (for yard waste drop off) are generally infrequent, limited in duration, and largely confined to paved areas. Accordingly, the immediate threat to human health is considered low based on anticipated contaminant exposure rates and durations.

As necessary, temporary measures such as strategic installation of temporary fencing around unpaved areas with direct contact RCL exceedances; temporarily amending existing grassy and gravel surfaces in those areas with wood chips, clean soil, or gravel; and/or restricting access to the site may further reduce potential human health risks until a final remedy is selected and can be incorporated into a site redevelopment plan. Additionally, depending on the end use of the site, additional soil sampling in conjunction with redevelopment may be advisable to better define zones of impact, with the objective being to reduce the quantity of material requiring offsite disposal and/or area of the site requiring implementation of a performance standard.

7. General Qualifications

Conclusions presented herein are based on our professional interpretation of information collected during the site investigation. Our conclusions are limited by the accuracy and completeness of information provided by others. Therefore, if additional information is disclosed or an alteration of the information occurs, the conclusions presented in this report may need to be revised.

Conclusions presented herein are also based on subsurface conditions as revealed in the borings completed during the Phase II. Stratification lines shown on boring logs and figures represent the approximate boundaries between soil/material types. Variations in subsurface conditions may exist both in the horizontal and vertical directions away from the boring locations.

Tables

Table A.1. Groundwater Analytical Results

Table A.2. Soil Analytical Results

Table A.6. Water Level Elevations

Police
Melinda Pauls, Patrol Captain

DATE: November 11, 2025
TO: Common Council
SUBJECT: **16-1110** Resolution from the Finance Committee Accepting the 2026 Beat Patrol Grant for Wausau Police Department.

PURPOSE

Requesting approval to accept the award of the 2026 Beat Patrol Grant awarded through the State of WI Department of Justice.

BACKGROUND

The City of Wausau has been eligible and received the Beat Patrol Grant since 2008. The beat patrol program provides the ten communities with the highest violent crime rates and, with a population over 25,000, with funds to support additional police personnel for community work or beat patrols.

The Wausau Police Department was able to expand our sworn staff by two officers, with the first grant funding received in 2019. Since 2019, we have received the Beat Grant funding, helping to support the number of sworn officers in our patrol bureau. In total, we now have 81 sworn positions. This grant will allow us to maintain that level of sworn positions by supporting the costs associated with those positions.

The City of Wausau, as guided by the grant guidelines, uses the funding for salary and fringe benefits associated with two police officers assigned to regular patrol duties.

FISCAL IMPACT

Term	2026 State allotment	2026 City Match	2026 Total
Jan. 1, 2026 – Dec. 31, 2026	$121,434	$40,478	$161,912

RECOMMENDATION

The Department recommends approving the acceptance of the 2026 Beat Patrol Grant.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE			
Authorizing the Wausau Police Department to accept a Wisconsin Department of Justice (DOJ) 2026 Beat Patrol Grant of $121,434.			
Committee Action:	Approved 5-0		
Fiscal Impact:	City match $40,478		
File Number:	16-1110	**Date Introduced:**	November 11, 2025

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☒No☐	
	Included in Budget:	Yes☒No☐	*Budget Source 2026*
	One-time Costs:	Yes☐No☐	*Amount:*
	Recurring Costs:	Yes☒No☐	*Amount:*
SOURCE	*Fee Financed:*	Yes☐No☐	*Amount:*
	Grant Financed:	Yes☒No☐	*Amount: $121,434*
	Debt Financed:	Yes☐No☐	*Amount* *Annual Retirement*
	TID Financed:	Yes☐No☐	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the City has been eligible and received the Beat Patrol Grant since 2008 which supports police personnel for community work or beat patrols; and

WHEREAS, this grant will allow the Police Department to utilize the funding for salary and fringe benefits for officers; and

WHEREAS, your Finance Committee, at their November 11, 2025, meeting, discussed and recommended accepting the Beat Patrol Grant, in the amount of $121,434 with a city match of $40,478 for a total award of $161,912; and

WHEREAS, the grant and local share have been included in the 2026 budget:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the Wausau Police Department is authorized to accept the 2026 Wisconsin Department of Justice Beat Patrol Grant with city matching funds being funded through the 2026 Budget.

BE IT FURTHER RESOLVED the Common Council hereby authorizes the proper city officials to execute the attached grant award.

Approved:

_____

Doug Diny, Mayor

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE COMMON COUNCIL			
Approval of roadway typical sections for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street			
Committee Action:	Pending		
Fiscal Impact:	This is a cost share with the State of Wisconsin Department of Transportation. Total construction cost is estimated to be $3,498,000 with the City's costs estimated to be $58,500 plus costs for replacement of sewer and water facilities.		
File Number:	25-0910 A	**Date Introduced:**	November 11, 2025

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐ No☒		
	Included in Budget:	Yes☐ No☐	*Budget Source:*	
	One-time Costs:	Yes☐ No☒	*Amount:*	
	Recurring Costs:	Yes☒ No☐	*Amount: During design & construction billing by DOT*	
SOURCE	*Fee Financed:*	Yes☐ No☐	*Amount:*	
	Grant Financed:	Yes☐ No☐	*Amount:*	
	Debt Financed:	Yes☐ No☐	*Amount*	*Annual Retirement*
	TID Financed:	Yes☐ No☐	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, State Highway 52 (East Wausau Avenue) from 6th Street to 18th Street is a two-lane urban roadway and is scheduled for reconstruction in 2029; and

WHEREAS, the existing pavement has deteriorated and is reaching the end of its service life and the existing crosswalk curb ramps do not meet current Americans with Disabilities Act (ADA) Standards; and

WHEREAS, the proposed project includes replacement of the existing pavement, upgrades of crosswalk curb ramps, complete curb and gutter replacement in spot locations, and storm sewer repairs ; and

WHEREAS, the intersection at North 6th Street has outdated traffic signal equipment and poor accommodations for pedestrians as the curb ramps do not meet ADA standards, there are no pedestrian push buttons on the traffic signals, and the crosswalks are not marked; and

WHEREAS, the lack of turn lanes was found to be a contributing factor for ongoing crashes between North 6th Street and North 13th Street; and

WHEREAS, State Highway 52 is a designated Wausau Metropolitan Planning Organization

bicycle route from North 7th Street to County X; and

WHEREAS, on August 10, 2023, the Common Council approved a State/Municipal Agreement for East Wausau Avenue from North 6th Street to North 18th Street, which provides for the City to finance 25 percent of the cost of the design, which is estimated at $58,500 and the total cost of the project is estimated to be $3,498,000 and the Wisconsin Department of Transportation (WDOT) is responsible for leading the design and for the reconstruction costs associated with the roadway; and

WHEREAS, a Public Information Meeting was held on May 14, 2025, and a comment period was held until May 28, 2025, but WisDOT will continue to accept and address comments throughout the life of the project; and

WHEREAS, your Infrastructure and Facilities Committee met on June 12, 2025 to discuss the design alternatives for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street and recommends approval of Alternative A2 which includes two 11-foot travel lanes with 12-foot median turn lane, which would help reduce impacts and calm traffic with narrower lanes, a 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width, and maintaining a 5-foot boulevard where feasible for green space and tree planting, with lighting and sidewalk impacts independent of which alternative is selected; and

WHEREAS, your Bicycle and Pedestrian Advisory Committee met on June 23, 2025, and recommended to the Infrastructure and Facilities Committee, to adopt an alternative design that includes a 25 mph speed limit from 6th Street to 18th Street, creates an 8 to 10 foot wide multi-use trail on one or both sides of the roadway, with 3-5 foot terraces/street trees, with left turn lanes only at high priority intersections mainly 13th Street and 18th Street, add pedestrian refuge islands at 6th Street, 7th Street, 8th Street, and 13th Street for traffic calming and to aid pedestrian circulation, while not expanding right of way width or with limited property acquisition; and

WHEREAS, your Infrastructure and Facilities Committee met on July 10, 2025, and tabled the item to allow for consideration of a multiuse trail; and

WHEREAS, your Infrastructure and Facilities Committee met on August 14, 2025, and recommends approval of Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street; and

WHEREAS, the Common Council met on September 9th, 2025 and considered a resolution approving Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th

Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street and the resolution failed; and

WHEREAS, a second Public Information Meeting was held on September 29, 2025, and a comment period was held until October 27, 2025, but WisDOT will continue to accept and address comments throughout the life of the project; and

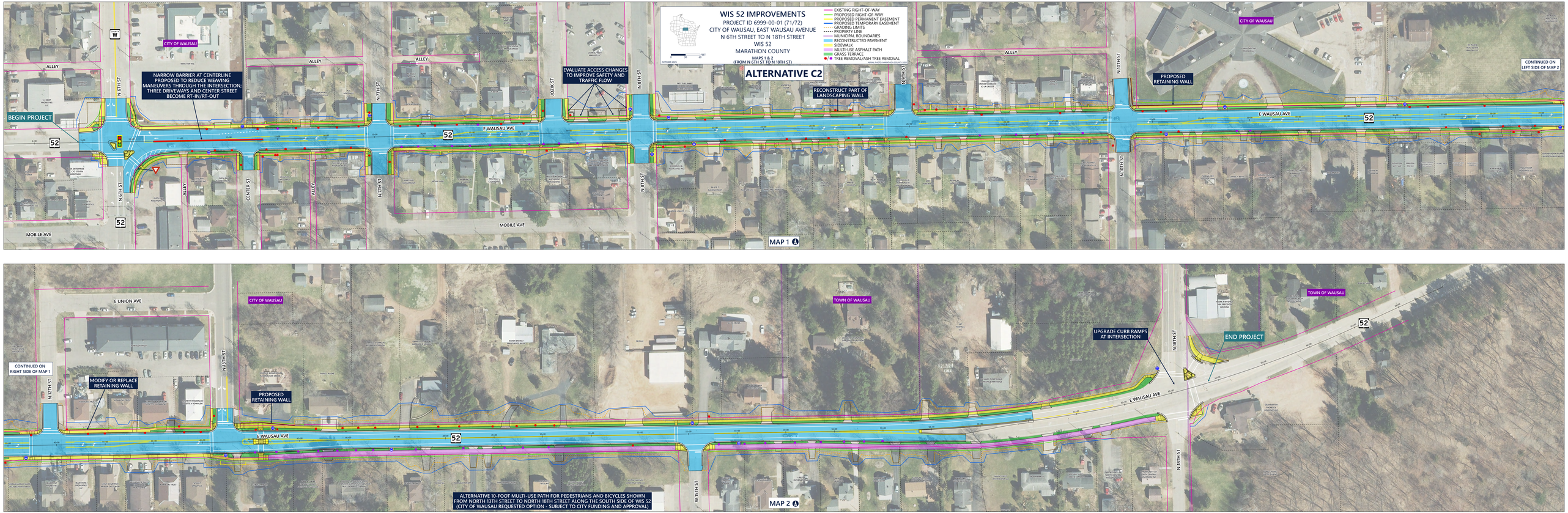
WHEREAS, based upon public comments received at the Public Informational Meeting, comments from Staff, and comments from WisDOT, the following cross section is proposed: Alternative C2, which includes two 11-foot travel lanes with 12-foot median turn lane, 78-inch curb and gutter to accommodate a 5-foot bike lane, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting from 6th Street to 13th street and from 13th Street to 18th Street two 11-foot travel lanes, and 78-inch curb and gutter to accommodate a 5-foot bike lane.

NOW THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau hereby approves recommending to WisDOT the adoption of Alternative C2, which includes two 11-foot travel lanes with 12-foot median turn lane, 78-inch curb and gutter to accommodate a 5-foot bike lane, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting from 6th Street to 13th Street and from 13th Street to 18th Street two 11-foot travel lanes, and 78-inch curb and gutter to accommodate a 5-foot bike lane.

Approved:

_____

Doug Diny, Mayor


WIS 52 IMPROVEMENTS
PROJECT ID 6999-00-01 (71/72)
CITY OF WAUSAU, EAST WAUSAU AVENUE
N 6TH STREET TO N 18TH STREET
WIS 52
MARATHON COUNTY
MAPS 1 & 2
(FROM N 6TH ST TO N 18TH ST)
OCTOBER 2025
EXISTING RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
PROPOSED PERMANENT EASEMENT
PROPOSED TEMPORARY EASEMENT
GRADING LIMITS
PROPERTY LINE
MUNICIPAL BOUNDARIES
RECONSTRUCTED PAVEMENT
SIDEWALK
MULTI-USE ASPHALT PATH
GRASS TERRACE
TREE REMOVAL/ASH TREE REMOVAL
ALTERNATIVE C2
BEGIN PROJECT
NARROW BARRIER AT CENTERLINE PROPOSED TO REDUCE WEAVING MANEUVERS THROUGH THE INTERSECTION; THREE DRIVEWAYS AND CENTER STREET BECOME RT-IN/RT-OUT
EVALUATE ACCESS CHANGES TO IMPROVE SAFETY AND TRAFFIC FLOW
RECONSTRUCT PART OF LANDSCAPING WALL
PROPOSED RETAINING WALL
CONTINUED ON LEFT SIDE OF MAP 2
MAP 1
CONTINUED ON RIGHT SIDE OF MAP 1
MODIFY OR REPLACE RETAINING WALL
PROPOSED RETAINING WALL
UPGRADE CURB RAMPS AT INTERSECTION
END PROJECT
ALTERNATIVE 10-FOOT MULTI-USE PATH FOR PEDESTRIANS AND BICYCLES SHOWN FROM NORTH 13TH STREET TO NORTH 18TH STREET ALONG THE SOUTH SIDE OF WIS 52 (CITY OF WAUSAU REQUESTED OPTION - SUBJECT TO CITY FUNDING AND APPROVAL)
MAP 2
CITY OF WAUSAU
TOWN OF WAUSAU
E WAUSAU AVE
E UNION AVE
MOBILE AVE
ALLEY
N 6TH ST
N 7TH ST
N 8TH ST
N 10TH ST
N 12TH ST
N 13TH ST
N 18TH ST
W 15TH ST
CENTER ST
JOERS ST
52

ALTERNATIVE C2
TYPICAL ROADWAY SECTIONS

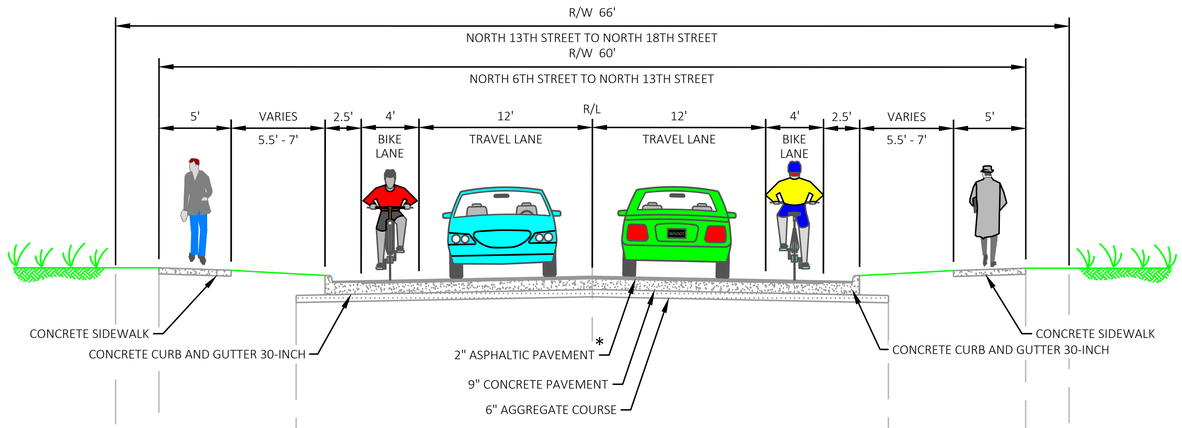
PROJECT I.D. 6999-00-01 (71/72)
CITY OF WAUSAU, EAST WAUSAU AVENUE
NORTH 6TH STREET - NORTH 18TH STREET
WIS 52
MARATHON COUNTY

NOTES

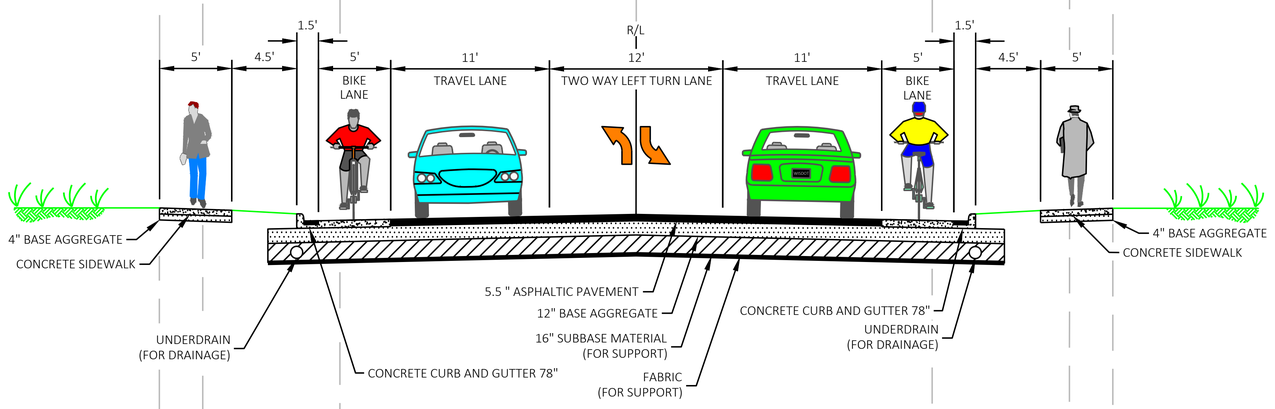
* 2" ASPHALT PAVEMENT FROM 6TH STREET TO 13TH STREET FROM 13TH STREET TO 18TH STREET NO ASPHALT OVERLAY

\# SIDEWALK (LT) AND MULTI-USE PATH (RT) WILL BE EXTENDED ALL THE WAY TO NORTH 18TH STREET. THE PATH IS SUBJECT TO CITY APPROVAL AND FUNDING PARTICIPATION.

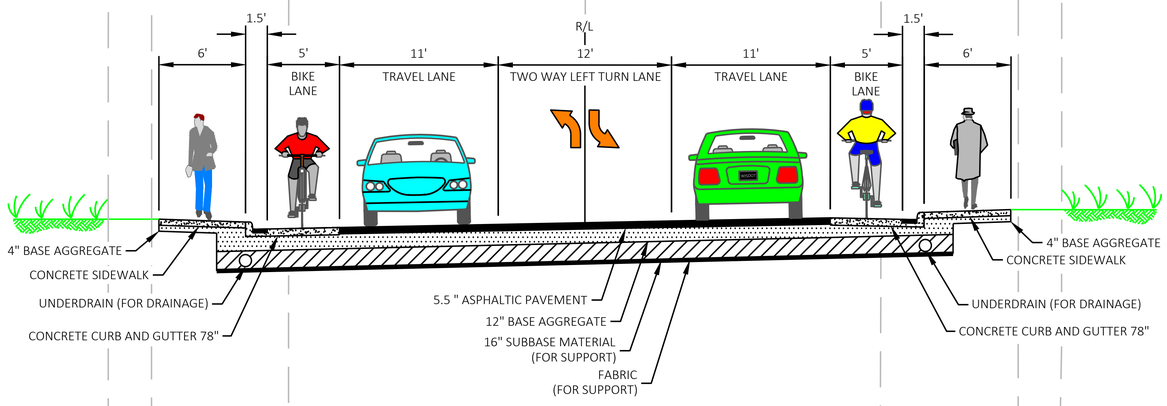
A TYPICAL 5' TERRACE IS RECOMMENDED TO ALLOW THE POSSIBLE FUTURE REPLANTING OF TREES BY THE CITY OF WAUSAU (THE TERRACE IS MEASURED FROM THE FACE OF CURB TO THE FRONT OF THE SIDEWALK).



EXISTING TYPICAL SECTION
WIS 52

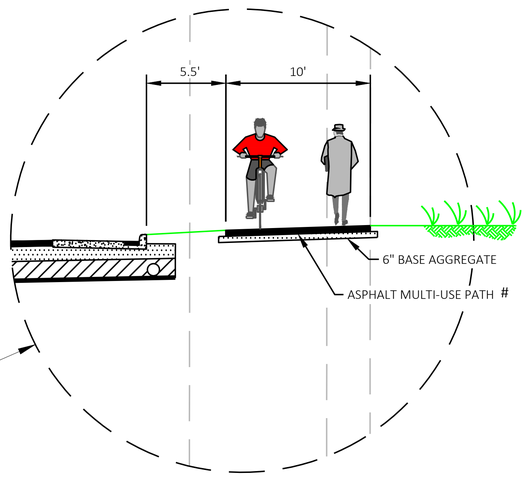


FINISHED TYPICAL SECTION
ALTERNATIVE C2
(NORTH 6TH STREET TO NORTH 12TH STREET)

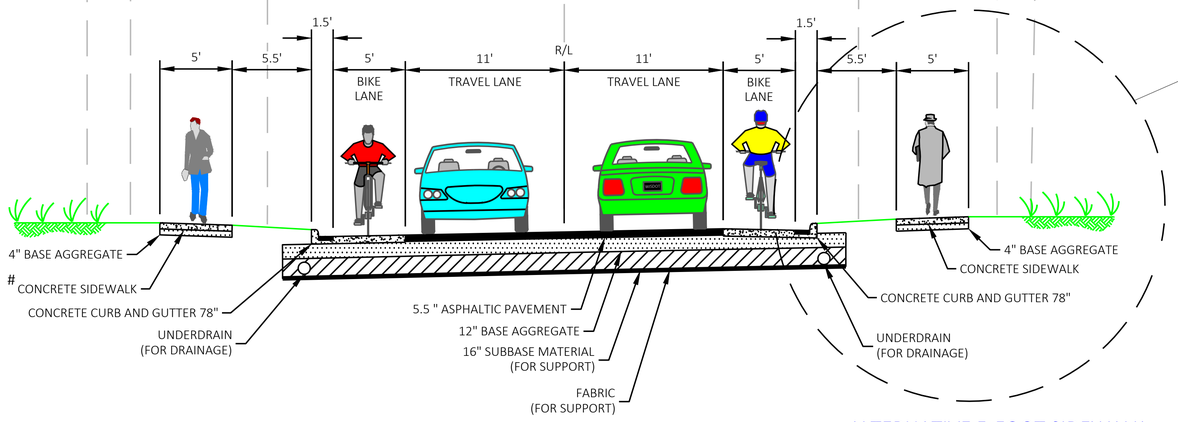


FINISHED TYPICAL SECTION
ALTERNATIVE C2
(NORTH 12TH STREET TO NORTH 13TH STREET)

NOTE
THE NEXT PHASE OF THE DESIGN WILL EVALUATE IF A 3' WIDE TERRACE WILL BE ABLE TO BE IMPLEMENTED BETWEEN N 12TH STREET AND N 13TH STREET BY INCREASING THE DRIVEWAY APRON SLOPE TO A MAXIMUM OF 10%.



ALTERNATIVE 10-FOOT MULTI-USE PATH
FOR PEDESTRIANS AND BICYCLES
(CITY OF WAUSAU REQUESTED OPTION)
(THE PATH IS SUBJECT TO CITY APPROVAL AND FUNDING PARTICIPATION)
(THE EXHIBITS DEMONSTRATE THE IMPACTS REQUIRED FOR A PATH FROM NORTH 13TH STREET TO NORTH 18TH STREET)



FINISHED TYPICAL SECTION
ALTERNATIVE C2
(NORTH 13TH STREET TO 700' EAST OF NORTH 15TH STREET)

ALTERNATIVE 5-FOOT SIDEWALK
FOR PEDESTRIANS
(WISDOT RECOMMENDED OPTION)
(NORTH 13TH STREET TO 500' EAST OF NORTH 15TH STREET)

Project ID 6999-00-01
PIM #2 (Public Involvement Comment Period September 29, 2025, to October 27, 2025)
City of Wausau, East Wausau Avenue
North 6th Street to North 18th Street
WIS 52, Marathon County

Comments received through October 31, 2025

- I would like to request not implementing the sidewalk on the north side of E. Wausau Ave between 13th and 18th Streets.
- Personally, I'm concerned about the amount of driveway I will have left. My neighbor on the corner will also be negatively affected.
- I think option D from the original proposal would be best for that section.
- In previous meetings that I attended, city council members seemed to be receptive, with condescending opposition coming from the city engineer.
- The sidewalk to nowhere provides very little benefit at a cost to all taxpayers and comfort to my family and myself. The argument of matching funds from the state doesn't make things any better as we're still spending unnecessary funds from the city budget as well as from the state.

- No roundabouts
- Can a tapered median be installed where the barrier is being proposed?
  - Would help with snowplowing
  - Achieve goal of not turning north into Kwik Trip off 52
- Look into sizing storm sewer piping for 25 yr storm
- I would prefer a wider curb for bike lane. It would help distinguish where bike lane is. Also allows for more snow storage.

- The temporary easement for this project comes very close to our home. I am concerned about noise from construction, and then the complete loss of our front yard.
- There is a disabled person at this address.

- I would like to pass along some thoughts and comments following the second public meeting on the Hwy 52 reconstruction project. I am also including two aldermen from the city of Wausau who have shown a real interest in the outcome of this project. Some of my comments might be more applicable to the DOT while some might be better directed to representatives of the city.
- I believe that there were comments after the first public meeting related to speeding being a concern of residents of the stretch of road being constructed. If the verbal comments I heard from some of the attendees of the second meeting are any indication, then you should get similar comments following this second meeting. If anything, these comments were more strident in this second meeting. The number of residents attending the second meeting seemed to be less than the first meeting, but the conviction of the attendees seemed to be stronger on this topic.
- From the very beginning I have tried to make the point with the city representatives that a decent percentage of the traffic on the road drives well over the posted speed limit. This goes for traffic going both in and out of town. To go along with the speed, the noise produced can be deafening to the residents. This is especially the case with traffic going east, out of town, as they are going up hill and the speed changes at about 13th street from 25 mph to 35 mph. I personally would like to see the posted speed limit be 25 mph all the way to 18th street, but it does not appear that there is enough support for that idea. Short of the posted speed limit changing, then the road design seems like the next best way to address our concerns.
- Related to the topic of speed, I would like to pass along two comments I have heard that I found to be a bit disturbing and disheartening. The first comment came from the city engineer and came as a response to a public comment that speeding was an issue. His response, well, the drivers must feel comfortable driving at those higher speeds. WOW, what a myopic comment! Yes, they do feel comfortable and that is exactly the point, so do something about it in the design! If I used that logic, then I could drive at any speed I felt comfortable anywhere I wanted. Does that make sense, I think not! The second comment was spoken by again, the city engineer, and I believe Stephanie Chritensen from EMCS. Their quote about people driving fast, 'well, that is an enforcement problem'. Yes, the police can enforce the speed limit but by using that archaic logic both are pushing that problem onto someone else to deal with

for the next 30+ years when some more thoughtful design now could address some of that problem. To me their view of the speeding issue falls short of a professional and well thought out answer and I'd bet the Wausau police department might have a different viewpoint.

- Closely related to trying to manage speed I have heard 'traffic calming' as being 'the' answer. Certainly, there are some road design choices that should/may calm traffic and reduce speed. Several of them have been repeatedly mentioned, like planting trees and narrowing traffic lanes by foot. I believe I have also heard painting lines a little bit closer together would help? Let me state clearly, those features may slow some of the traffic down, but likely mostly those vehicles that would otherwise not be the target group that are the biggest offenders. Counting only on passive design features like those to manage speed seems like a fool's errand to me.
- Next, I want to mention the projected addition of a sidewalk on the north side of the road from 13th street east to 18th street. I personally live on this stretch of road and don't see all that much foot traffic. Certainly not enough to warrant adding that big chunk of sidewalk. EMCS has repeatedly shown concerns about the driveways west of thirteenth street on the south side of the road because this project does not want to negatively impact those residents. Adding that new chunk of sidewalk would negatively impact number of residents on the north side of the road as it would eat into their front yards. Where is that same concern towards those residents? Now, if you tell me that there is some plan in the work to run that sidewalk all the way up to Wausau East then my view might change. However, I don't see high school kids walking to or from school nor would I expect that of the staff of that school. So, if the extension of the sidewalk from Wausau Avenue to the high school is hard to justify then running a sidewalk up to 18th street is likewise hard to justify.
- Now on the topic of a bike lane and how it fits into the reconstruction plan. I am told that Wausau Avenue is a recognized bike route. This may be all well and good on paper. As noted by some statistics gathered about bike traffic in this area, the volume of bike traffic is low. I don't have to wonder why that is because I believe I know exactly why that is. The traffic volume on Wausau Ave is heavy, tends to move above the posted speed limit, and it is a truck/bus route. Bike riders do not feel safe taking this route, regardless of whether it is a designated bike route. Almost without exception, and regardless of the bike riders' age, all bike traffic currently uses the sidewalk. So, the reality is, this is only a bike route on paper because the actual bike riders refuse to use it. Painting a white line on the road won't keep traffic out of the proposed bike lane or make bike riders any safer. The head of the Bike and Ped committee, and adult male, refuses to ride on this road with his bike. That should send a clear message that I hope someone listens to. I have challenged any/all members of the Wausau City council to ride their bikes up this stretch of road and then tell me that proposed bike lane, in traffic, is safe and viable. My guess, none of them would have the courage to make that ride. If this project moves forward with this bike lane being in traffic, then I will guarantee that the bikes will still only use the sidewalk. Is that what we want?
- At this recent public meeting alderman Neal tried to make a case for putting in a single lane traffic circle. In my mind this traffic feature would solve so many problems. Slow traffic down without impeding traffic, allowing traffic to make a left hand turn at any time of the day, and likely reduce the number of rear end collisions. If this feature was beveled, then larger vehicle could pass over it if needed. Of course, there needs to be enough space to put one of those in and I would be opposed to having to acquire more right of way to do this. So, I don't know if this feature is feasible given current limitations? But if one or more of them could be squeezed in I believe I would be all for that.
- One real concern I have is the snow load that will be incurred in any section of road that has a twiddle. As it sits now, I frequently am removing snow from the sidewalk in front of my house that has been thrown there by snowplows. Add another 5-6 feet for half the twiddle and perhaps a bit more for an in-traffic bike lane and that pretty much guarantees that residents will be needing to remove snowplow snow from their sidewalks. I don't believe the plan is for any change in width for the boulevard, so this snow issue seems inevitable. How does this project reconcile saddling residents along this stretch with this extra burden?

Project ID 6999-00-01
PIM #2 (Public Involvement Comment Period September 29, 2025, to October 27, 2025)
City of Wausau, East Wausau Avenue
North 6th Street to North 18th Street
WIS 52, Marathon County

Comments received through October 31, 2025

- Last but not least I want to address a generality that I have been hearing related mostly to why something can't be done. I don't remember the exact term being used but it amounts to what is customarily done or generally done in similar circumstances. I would consider using this term, and the implementation that it is attached to, as a beginning, or baseline, of what has been done in similar instances in the past. When some current instance/implementation is examined and other options are asked to be considered, let's not be anchored only to show prior customary solutions. Bottom line, if something is asked for our suggestion, I want to know if it is possible. If it is not possible, I want to know the name of the exact person that says it is not possible and physics, statute, ordinance, or law that says otherwise. I don't' want to hear the statement stand as fact that 'we generally don't do that', and that is the end of the discussion. That reasoning should not be the end of that discussion. Who said no, and why? If that is not clear, then in my mind something is possible. By the way, not giving an answer or deferring the answer to someone else should also not be the end of the discussion. In all cases someone should be able to stand up, show their face, and state why something is or isn't an option. Perhaps if this was done from the start this project would not have run into so much conflict and discord.

- I was present at the second public involvement meeting on October 13th. Here are my thoughts on the presentation:
- Personally, I think the 5' bike lane proposal between 13th and 18th is a good idea. People tend to go fast on 52 (especially in that section), and narrow bike lanes in those conditions tend to be nerve=wracking (with people passing less than a foot away going 45 MPH+).
- I also think the 10' multi-use path is a decent idea since it would both give students another method to get in/out of the high school and provide a reprieve for cyclists travelling in that direction (I support the 5' sidewalk on the north side for similar reasons, that could be even better for students walking into town since they wouldn't have to cross 52 to do it). This is easy for me to say since I don't live on that section… but for the record I would absolutely be for something similar between 6th & 13th (although it sounded like that wouldn't be viable due to driveway density).
- During the presentation there was talk about trying to re-negotiate/reduce the entry/exit points with Lamb's Fresh Market. As someone who walks through that area very often, this is a very good idea. I mentioned this to you in person, but that area is a nightmare to walk through due to the number of places cars can come from (and how quickly they do it). I think the best possible solution would be to remove the egress points on 521 (and maybe some of the others on Jozik & 8th) but due to the design of the parking lot I doubt Lamb's would go for it. At the very least, reducing the number anywhere in the parking lot is worthwhile.
- Someone else mentioned that they think the detour will be ignored and traffic will flood the side streets… I agree, people are 100% going to do this. I don't know how it can be solved; I just thought it was worth bringing it up.

- I am Horace Mann Principal's and attended the 2nd listening session representing our schools. Here is information needed for planning purposes:
- Horace Mann Middle School and Wausau East High School are .3 miles away and share some of the same roads (13th and 18th being the most impacted by this project). Our busiest times for traffic will be int eh morning (7:10-7:40) and afternoon (2:45-3:15). After school sports, competitions, and activities will create some traffic at later times in the night.
- Although the calendar is not out for 2029, we typically have school through the first week of June and then start again at the beginning of September.
- I also run our summer programs, and I believe we would try to limit programs at Mann and East for Summer 2029.
- One person mentioned concerns on Wilborn Rd and people using that road often (traffic and speeding). I agree this should be something to look at as students/families may use it as a shortcut.
- If you need anything from me, let me know. Otherwise, I know we'll be able to figure out traffic patterns through communication. Delays will happen but the more we can communicate with our families, the better off we will be. Thanks for the collaboration.

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Has a study every been done to reroute Hwy 52 to Evergreen Road over the river and connect to Highway 51?

Yes I would like a response back.

Comments on HWY 52 road work in 2029.
I would be against the multi I use walkway between 13th to18th. For the following reasons.
1. Multi use is only for a few blocks.
2. Loss of property along with the other property owners for that short stretch. We lost property in the 90's when they came through with the sidewalk.
3. Who would be responsible for snow removal since that would go from a normal sidewalk to 10' wide.

My vote is just continue with the sidewalk as is and remove the trees which are upheaving the sidewalks.

- No need for a sidewalk on the north side
- Need to have a widened space from curb to sidewalk as the plows need more room for snow. Currently they fill the sidewalk with snow.
- Recommend a roundabout at 18th St. to slow traffic and make safe high school traffic.
- Design curbs at a slant so plows don't hit, and cars do not lose control if they hit the curb. He drew a sketch showing that he wanted mountable curb.

Engineering
Eric Lindman, Public Works Director

DATE: November 11, 2025
TO: Common Council
SUBJECT: **25-1106** Resolution from the Common Council Approving a Multi-use Path Along the South Side of State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street.

PURPOSE

The purpose of this resolution is to determine if Council wants a multi-use path on the south side of STH 52 (East Wausau Avenue) from 13th to 18th Street during the reconstruction of this segment of roadway which is proposed for 2029.

BACKGROUND

On August 10, 2023, the Common Council approved a State/Municipal Agreement for East Wausau Avenue from North 6th Street to North 18th Street, which provides for the City to finance 25 percent of the cost of the design, which is estimated at $58,500 and the total cost of the project is estimated to be $3,498,000 and the Wisconsin Department of Transportation (WDOT) is responsible for leading the design and for the reconstruction costs associated with the roadway.

A Public Information Meeting was held on May 14, 2025, and a comment period was held until May 28, 2025.

Infrastructure and Facilities Committee met on June 12, 2025 to discuss the design alternatives for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street and recommends approval of Alternative A2 which includes two 11-foot travel lanes with 12-foot median turn lane, which would help reduce impacts and calm traffic with narrower lanes, a 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width, and maintaining a 5-foot boulevard where feasible for green space and tree planting.

Bicycle and Pedestrian Advisory Committee met on June 23, 2025, and recommended to the Infrastructure and Facilities Committee, to adopt an alternative design that includes a 25 mph speed limit from 6th Street to 18th Street, creates an 8 to 10 foot wide multi-use trail on one or both sides of the roadway, with 3-5 foot terraces/street trees, with left turn lanes only at high priority intersections mainly 13th Street and 18th Street, add pedestrian refuge islands at 6th Street, 7th Street, 8th Street, and 13th Street for traffic calming and to aid pedestrian circulation, while not expanding right of way width or with limited property acquisition.

Infrastructure and Facilities Committee met on July 10, 2025, and tabled the item to allow for

consideration of a multiuse trail.

Infrastructure and Facilities Committee met on August 14, 2025, and recommends approval of Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street.

The Common Council met on September 9th, 2025 and considered a resolution approving Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street and the resolution failed.

A second Public Information Meeting was held on September 29, 2025, and a comment period was held until October 27, 2025.

FISCAL IMPACT

This is a cost share with the State of Wisconsin Department of Transportation. Total construction cost is estimated to be $3,498,000 with the City's costs estimated to be $58,500 plus costs for replacement of sewer and water facilities. If this new multi-use path is approved the City would be responsible for additional costs above the costs of installing a 5 foot sidewalk and any additional real estate costs.

RECOMMENDATION

Neutral

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE COMMON COUNCIL			
Approval of a multi-use path along the south side of State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street			
Committee Action:	Pending		
Fiscal Impact:	This is a cost share with the State of Wisconsin Department of Transportation. Total construction cost is estimated to be $3,498,000 with the City's costs estimated to be $58,500 plus costs for replacement of sewer and water facilities. If this new multi-use path is approved the city would be responsible for additional costs above the costs of installing a 5-foot sidewalk and any additional real estate costs.		
File Number:	25-0910 B	**Date Introduced:**	November 11, 2025

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐ No☒	
	Included in Budget:	Yes☐ No☐	*Budget Source:*
	One-time Costs:	Yes☐ No☒	*Amount:*
	Recurring Costs:	Yes☒ No☐	*Amount: During design & construction billing by DOT*
SOURCE	*Fee Financed:*	Yes☐ No☐	*Amount:*
	Grant Financed:	Yes☐ No☐	*Amount:*
	Debt Financed:	Yes☐ No☐	*Amount* *Annual Retirement*
	TID Financed:	Yes☐ No☐	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, State Highway 52 (East Wausau Avenue) from 6th Street to 18th Street is a two-lane urban roadway and is scheduled for reconstruction in 2029; and

WHEREAS, the existing pavement has deteriorated and is reaching the end of its service life and the existing crosswalk curb ramps do not meet current Americans with Disabilities Act (ADA) Standards; and

WHEREAS, the proposed project includes replacement of the existing pavement, upgrades of crosswalk curb ramps, complete curb and gutter replacement in spot locations, and storm sewer repairs ; and

WHEREAS, the intersection at North 6th Street has outdated traffic signal equipment and poor accommodations for pedestrians as the curb ramps do not meet ADA standards, there are no pedestrian push buttons on the traffic signals, and the crosswalks are not marked; and

WHEREAS, the lack of turn lanes was found to be a contributing factor for ongoing crashes between North 6th Street and North 13th Street; and

WHEREAS, State Highway 52 is a designated Wausau Metropolitan Planning Organization bicycle route from North 7th Street to County X; and

WHEREAS, on August 10, 2023, the Common Council approved a State/Municipal Agreement for East Wausau Avenue from North 6th Street to North 18th Street, which provides for the City to finance 25 percent of the cost of the design, which is estimated at $58,500 and the total cost of the project is estimated to be $3,498,000 and the Wisconsin Department of Transportation (WDOT) is responsible for leading the design and for the reconstruction costs associated with the roadway; and

WHEREAS, a Public Information Meeting was held on May 14, 2025, and a comment period was held until May 28, 2025, but WisDOT will continue to accept and address comments throughout the life of the project; and

WHEREAS, your Infrastructure and Facilities Committee met on June 12, 2025 to discuss the design alternatives for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street and recommends approval of Alternative A2 which includes two 11-foot travel lanes with 12-foot median turn lane, which would help reduce impacts and calm traffic with narrower lanes, a 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width, and maintaining a 5-foot boulevard where feasible for green space and tree planting, with lighting and sidewalk impacts independent of which alternative is selected; and

WHEREAS, your Bicycle and Pedestrian Advisory Committee met on June 23, 2025, and recommended to the Infrastructure and Facilities Committee, to adopt an alternative design that includes a 25 mph speed limit from 6th Street to 18th Street, creates an 8 to 10 foot wide multi-use trail on one or both sides of the roadway, with 3-5 foot terraces/street trees, with left turn lanes only at high priority intersections mainly 13th Street and 18th Street, add pedestrian refuge islands at 6th Street, 7th Street, 8th Street, and 13th Street for traffic calming and to aid pedestrian circulation, while not expanding right of way width or with limited property acquisition; and

WHEREAS, your Infrastructure and Facilities Committee met on July 10, 2025, and tabled the item to allow for consideration of a multiuse trail; and

WHEREAS, your Infrastructure and Facilities Committee met on August 14, 2025, and recommends approval of Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street; and

WHEREAS, the Common Council met on September 9th, 2025 to consider Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot

multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street and the resolution failed; and

WHEREAS, a second Public Information Meeting was held on September 29, 2025, and a comment period was held until October 27, 2025, but WisDOT will continue to accept and address comments throughout the life of the project; and

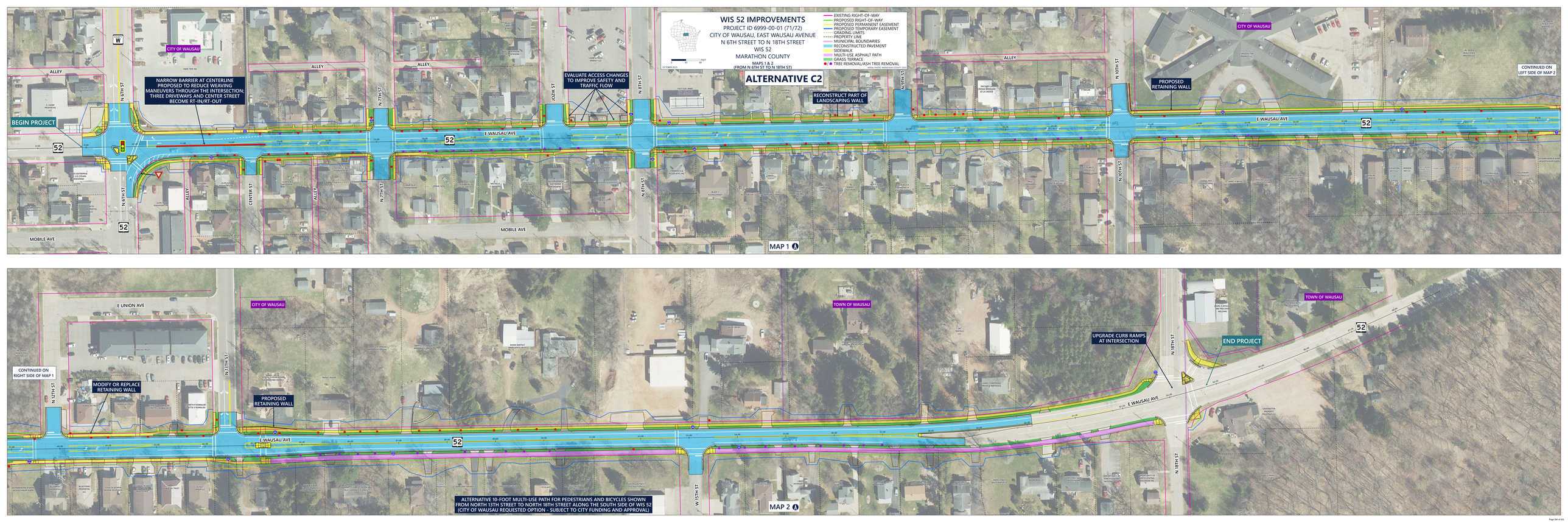
WHEREAS, sidewalk currently exists on the south side of STH 52 (East Wausau Avenue) from N. 13th Street to N. 18th Street, and the concept of replacing the sidewalk with a multi-use trail in this segment of roadway was displayed at the Public Information meeting on September 29, 2025: and

NOW THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau hereby approves recommending to WisDOT the adoption of the addition of a multi-use path on the south side of STH 52 (East Wausau Avenue) from N. 13th Street to N. 18th Street.

Approved:

_____

Doug Diny, Mayor


WIS 52 IMPROVEMENTS
PROJECT ID 6999-00-01 (71/72)
CITY OF WAUSAU, EAST WAUSAU AVENUE
N 6TH STREET TO N 18TH STREET
WIS 52
MARATHON COUNTY
MAPS 1 & 2
(FROM N 6TH ST TO N 18TH ST)
OCTOBER 2025
EXISTING RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
PROPOSED PERMANENT EASEMENT
PROPOSED TEMPORARY EASEMENT
GRADING LIMITS
PROPERTY LINE
MUNICIPAL BOUNDARIES
RECONSTRUCTED PAVEMENT
SIDEWALK
MULTI-USE ASPHALT PATH
GRASS TERRACE
TREE REMOVAL/ASH TREE REMOVAL
ALTERNATIVE C2
BEGIN PROJECT
NARROW BARRIER AT CENTERLINE PROPOSED TO REDUCE WEAVING MANEUVERS THROUGH THE INTERSECTION; THREE DRIVEWAYS AND CENTER STREET BECOME RT-IN/RT-OUT
EVALUATE ACCESS CHANGES TO IMPROVE SAFETY AND TRAFFIC FLOW
RECONSTRUCT PART OF LANDSCAPING WALL
PROPOSED RETAINING WALL
CONTINUED ON LEFT SIDE OF MAP 2
CONTINUED ON RIGHT SIDE OF MAP 1
MODIFY OR REPLACE RETAINING WALL
PROPOSED RETAINING WALL
UPGRADE CURB RAMPS AT INTERSECTION
END PROJECT
ALTERNATIVE 10-FOOT MULTI-USE PATH FOR PEDESTRIANS AND BICYCLES SHOWN FROM NORTH 13TH STREET TO NORTH 18TH STREET ALONG THE SOUTH SIDE OF WIS 52 (CITY OF WAUSAU REQUESTED OPTION - SUBJECT TO CITY FUNDING AND APPROVAL)
MAP 1
MAP 2
E WAUSAU AVE
E UNION AVE
N 6TH ST
N 7TH ST
N 8TH ST
N 10TH ST
N 12TH ST
N 13TH ST
N 18TH ST
W 15TH ST
ALLEY
CENTER ST
MOBILE AVE
CITY OF WAUSAU
TOWN OF WAUSAU
52

Project ID 6999-00-01
PIM #2 (Public Involvement Comment Period September 29, 2025, to October 27, 2025)
City of Wausau, East Wausau Avenue
North 6th Street to North 18th Street
WIS 52, Marathon County

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- I would like to request not implementing the sidewalk on the north side of E. Wausau Ave between 13th and 18th Streets.
- Personally, I'm concerned about the amount of driveway I will have left. My neighbor on the corner will also be negatively affected.
- I think option D from the original proposal would be best for that section.
- In previous meetings that I attended, city council members seemed to be receptive, with condescending opposition coming from the city engineer.
- The sidewalk to nowhere provides very little benefit at a cost to all taxpayers and comfort to my family and myself. The argument of matching funds from the state doesn't make things any better as we're still spending unnecessary funds from the city budget as well as from the state.

- No roundabouts
- Can a tapered median be installed where the barrier is being proposed?
  - Would help with snowplowing
  - Achieve goal of not turning north into Kwik Trip off 52
- Look into sizing storm sewer piping for 25 yr storm
- I would prefer a wider curb for bike lane. It would help distinguish where bike lane is. Also allows for more snow storage.

- The temporary easement for this project comes very close to our home. I am concerned about noise from construction, and then the complete loss of our front yard.
- There is a disabled person at this address.

- I would like to pass along some thoughts and comments following the second public meeting on the Hwy 52 reconstruction project. I am also including two aldermen from the city of Wausau who have shown a real interest in the outcome of this project. Some of my comments might be more applicable to the DOT while some might be better directed to representatives of the city.
- I believe that there were comments after the first public meeting related to speeding being a concern of residents of the stretch of road being constructed. If the verbal comments I heard from some of the attendees of the second meeting are any indication, then you should get similar comments following this second meeting. If anything, these comments were more strident in this second meeting. The number of residents attending the second meeting seemed to be less than the first meeting, but the conviction of the attendees seemed to be stronger on this topic.
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- Related to the topic of speed, I would like to pass along two comments I have heard that I found to be a bit disturbing and disheartening. The first comment came from the city engineer and came as a response to a public comment that speeding was an issue. His response, well, the drivers must feel comfortable driving at those higher speeds. WOW, what a myopic comment! Yes, they do feel comfortable and that is exactly the point, so do something about it in the design! If I used that logic, then I could drive at any speed I felt comfortable anywhere I wanted. Does that make sense, I think not! The second comment was spoken by again, the city engineer, and I believe Stephanie Chritensen from EMCS. Their quote about people driving fast, 'well, that is an enforcement problem'. Yes, the police can enforce the speed limit but by using that archaic logic both are pushing that problem onto someone else to deal with

for the next 30+ years when some more thoughtful design now could address some of that problem. To me their view of the speeding issue falls short of a professional and well thought out answer and I'd bet the Wausau police department might have a different viewpoint.

- Closely related to trying to manage speed I have heard 'traffic calming' as being 'the' answer. Certainly, there are some road design choices that should/may calm traffic and reduce speed. Several of them have been repeatedly mentioned, like planting trees and narrowing traffic lanes by foot. I believe I have also heard painting lines a little bit closer together would help? Let me state clearly, those features may slow some of the traffic down, but likely mostly those vehicles that would otherwise not be the target group that are the biggest offenders. Counting only on passive design features like those to manage speed seems like a fool's errand to me.
- Next, I want to mention the projected addition of a sidewalk on the north side of the road from 13th street east to 18th street. I personally live on this stretch of road and don't see all that much foot traffic. Certainly not enough to warrant adding that big chunk of sidewalk. EMCS has repeatedly shown concerns about the driveways west of thirteenth street on the south side of the road because this project does not want to negatively impact those residents. Adding that new chunk of sidewalk would negatively impact number of residents on the north side of the road as it would eat into their front yards. Where is that same concern towards those residents? Now, if you tell me that there is some plan in the work to run that sidewalk all the way up to Wausau East then my view might change. However, I don't see high school kids walking to or from school nor would I expect that of the staff of that school. So, if the extension of the sidewalk from Wausau Avenue to the high school is hard to justify then running a sidewalk up to 18th street is likewise hard to justify.
- Now on the topic of a bike lane and how it fits into the reconstruction plan. I am told that Wausau Avenue is a recognized bike route. This may be all well and good on paper. As noted by some statistics gathered about bike traffic in this area, the volume of bike traffic is low. I don't have to wonder why that is because I believe I know exactly why that is. The traffic volume on Wausau Ave is heavy, tends to move above the posted speed limit, and it is a truck/bus route. Bike riders do not feel safe taking this route, regardless of whether it is a designated bike route. Almost without exception, and regardless of the bike riders' age, all bike traffic currently uses the sidewalk. So, the reality is, this is only a bike route on paper because the actual bike riders refuse to use it. Painting a white line on the road won't keep traffic out of the proposed bike lane or make bike riders any safer. The head of the Bike and Ped committee, and adult male, refuses to ride on this road with his bike. That should send a clear message that I hope someone listens to. I have challenged any/all members of the Wausau City council to ride their bikes up this stretch of road and then tell me that proposed bike lane, in traffic, is safe and viable. My guess, none of them would have the courage to make that ride. If this project moves forward with this bike lane being in traffic, then I will guarantee that the bikes will still only use the sidewalk. Is that what we want?
- At this recent public meeting alderman Neal tried to make a case for putting in a single lane traffic circle. In my mind this traffic feature would solve so many problems. Slow traffic down without impeding traffic, allowing traffic to make a left hand turn at any time of the day, and likely reduce the number of rear end collisions. If this feature was beveled, then larger vehicle could pass over it if needed. Of course, there needs to be enough space to put one of those in and I would be opposed to having to acquire more right of way to do this. So, I don't know if this feature is feasible given current limitations? But if one or more of them could be squeezed in I believe I would be all for that.
- One real concern I have is the snow load that will be incurred in any section of road that has a twiddle. As it sits now, I frequently am removing snow from the sidewalk in front of my house that has been thrown there by snowplows. Add another 5-6 feet for half the twiddle and perhaps a bit more for an in-traffic bike lane and that pretty much guarantees that residents will be needing to remove snowplow snow from their sidewalks. I don't believe the plan is for any change in width for the boulevard, so this snow issue seems inevitable. How does this project reconcile saddling residents along this stretch with this extra burden?

Project ID 6999-00-01
PIM #2 (Public Involvement Comment Period September 29, 2025, to October 27, 2025)
City of Wausau, East Wausau Avenue
North 6th Street to North 18th Street
WIS 52, Marathon County

Comments received through October 31, 2025

- Last but not least I want to address a generality that I have been hearing related mostly to why something can't be done. I don't remember the exact term being used but it amounts to what is customarily done or generally done in similar circumstances. I would consider using this term, and the implementation that it is attached to, as a beginning, or baseline, of what has been done in similar instances in the past. When some current instance/implementation is examined and other options are asked to be considered, let's not be anchored only to show prior customary solutions. Bottom line, if something is asked for our suggestion, I want to know if it is possible. If it is not possible, I want to know the name of the exact person that says it is not possible and physics, statute, ordinance, or law that says otherwise. I don't' want to hear the statement stand as fact that 'we generally don't do that', and that is the end of the discussion. That reasoning should not be the end of that discussion. Who said no, and why? If that is not clear, then in my mind something is possible. By the way, not giving an answer or deferring the answer to someone else should also not be the end of the discussion. In all cases someone should be able to stand up, show their face, and state why something is or isn't an option. Perhaps if this was done from the start this project would not have run into so much conflict and discord.

- I was present at the second public involvement meeting on October 13th. Here are my thoughts on the presentation:
- Personally, I think the 5' bike lane proposal between 13th and 18th is a good idea. People tend to go fast on 52 (especially in that section), and narrow bike lanes in those conditions tend to be nerve=wracking (with people passing less than a foot away going 45 MPH+).
- I also think the 10' multi-use path is a decent idea since it would both give students another method to get in/out of the high school and provide a reprieve for cyclists travelling in that direction (I support the 5' sidewalk on the north side for similar reasons, that could be even better for students walking into town since they wouldn't have to cross 52 to do it). This is easy for me to say since I don't live on that section… but for the record I would absolutely be for something similar between 6th & 13th (although it sounded like that wouldn't be viable due to driveway density).
- During the presentation there was talk about trying to re-negotiate/reduce the entry/exit points with Lamb's Fresh Market. As someone who walks through that area very often, this is a very good idea. I mentioned this to you in person, but that area is a nightmare to walk through due to the number of places cars can come from (and how quickly they do it). I think the best possible solution would be to remove the egress points on 521 (and maybe some of the others on Jozik & 8th) but due to the design of the parking lot I doubt Lamb's would go for it. At the very least, reducing the number anywhere in the parking lot is worthwhile.
- Someone else mentioned that they think the detour will be ignored and traffic will flood the side streets… I agree, people are 100% going to do this. I don't know how it can be solved; I just thought it was worth bringing it up.

- I am Horace Mann Principal's and attended the 2nd listening session representing our schools. Here is information needed for planning purposes:
- Horace Mann Middle School and Wausau East High School are .3 miles away and share some of the same roads (13th and 18th being the most impacted by this project). Our busiest times for traffic will be int eh morning (7:10-7:40) and afternoon (2:45-3:15). After school sports, competitions, and activities will create some traffic at later times in the night.
- Although the calendar is not out for 2029, we typically have school through the first week of June and then start again at the beginning of September.
- I also run our summer programs, and I believe we would try to limit programs at Mann and East for Summer 2029.
- One person mentioned concerns on Wilborn Rd and people using that road often (traffic and speeding). I agree this should be something to look at as students/families may use it as a shortcut.
- If you need anything from me, let me know. Otherwise, I know we'll be able to figure out traffic patterns through communication. Delays will happen but the more we can communicate with our families, the better off we will be. Thanks for the collaboration.

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Has a study every been done to reroute Hwy 52 to Evergreen Road over the river and connect to Highway 51?

Yes I would like a response back.

Comments on HWY 52 road work in 2029.
I would be against the multi I use walkway between 13th to18th. For the following reasons.
1. Multi use is only for a few blocks.
2. Loss of property along with the other property owners for that short stretch. We lost property in the 90's when they came through with the sidewalk.
3. Who would be responsible for snow removal since that would go from a normal sidewalk to 10' wide.

My vote is just continue with the sidewalk as is and remove the trees which are upheaving the sidewalks.

- No need for a sidewalk on the north side
- Need to have a widened space from curb to sidewalk as the plows need more room for snow. Currently they fill the sidewalk with snow.
- Recommend a roundabout at 18th St. to slow traffic and make safe high school traffic.
- Design curbs at a slant so plows don't hit, and cars do not lose control if they hit the curb. He drew a sketch showing that he wanted mountable curb.

Engineering
Eric Lindman, Public Works Director

DATE: November 11, 2025
TO: Common Council
SUBJECT: **25-1107** Resolution from the Common Council Approving a New Sidewalk on the North Side of State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street.

PURPOSE

The purpose of this resolution is to add sidewalk to the north side of STH 52 (East Wausau Avenue) from 13th Street to 18th Street.

BACKGROUND

On August 10, 2023, the Common Council approved a State/Municipal Agreement for East Wausau Avenue from North 6th Street to North 18th Street, which provides for the City to finance 25 percent of the cost of the design, which is estimated at $58,500 and the total cost of the project is estimated to be $3,498,000 and the Wisconsin Department of Transportation (WDOT) is responsible for leading the design and for the reconstruction costs associated with the roadway.

A Public Information Meeting was held on May 14, 2025, and a comment period was held until May 28, 2025.

Infrastructure and Facilities Committee met on June 12, 2025 to discuss the design alternatives for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street and recommends approval of Alternative A2 which includes two 11-foot travel lanes with 12-foot median turn lane, which would help reduce impacts and calm traffic with narrower lanes, a 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width, and maintaining a 5-foot boulevard where feasible for green space and tree planting.

Bicycle and Pedestrian Advisory Committee met on June 23, 2025, and recommended to the Infrastructure and Facilities Committee, to adopt an alternative design that includes a 25 mph speed limit from 6th Street to 18th Street, creates an 8 to 10 foot wide multi-use trail on one or both sides of the roadway, with 3-5 foot terraces/street trees, with left turn lanes only at high priority intersections mainly 13th Street and 18th Street, add pedestrian refuge islands at 6th Street, 7th Street, 8th Street, and 13th Street for traffic calming and to aid pedestrian circulation, while not expanding right of way width or with limited property acquisition.

Infrastructure and Facilities Committee met on July 10, 2025, and tabled the item to allow for consideration of a multiuse trail.

Infrastructure and Facilities Committee met on August 14, 2025, and recommends approval of Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street.

The Common Council met on September 9th, 2025 and considered a resolution approving Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street and the resolution failed.

A second Public Information Meeting was held on September 29, 2025, and a comment period was held until October 27, 2025.

FISCAL IMPACT

This is a cost share with the State of Wisconsin Department of Transportation. Total construction cost is estimated to be $3,498,000 with the City's costs estimated to be $58,500 plus costs for replacement of sewer and water facilities. If this new sidewalk is approved the estimated additional cost to the City is $19,500.

RECOMMENDATION

Approve the addition of sidewalk on the north side of STH 52 (East Wausau Ave) from 13th to 18th Street

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE COMMON COUNCIL

Approval of new sidewalk on the north side of State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street

Committee Action:	Pending
Fiscal Impact:	This is a cost share with the State of Wisconsin Department of Transportation. Total construction cost is estimated to be $3,498,000 with the City's costs estimated to be $58,500 plus costs for replacement of sewer and water facilities. If this new sidewalk is approved the estimated additional cost to the city is $19,500.

File Number:	25-0910 C	**Date Introduced:**	November 11, 2025

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes☐ No☒		
	Included in Budget:	Yes☐ No☐	*Budget Source:*	
	One-time Costs:	Yes☐ No☒	*Amount:*	
	Recurring Costs:	Yes☒ No☐	*Amount: During design & construction billing by DOT*	
SOURCE	*Fee Financed:*	Yes☐ No☐	*Amount:*	
	Grant Financed:	Yes☐ No☐	*Amount:*	
	Debt Financed:	Yes☐ No☐	*Amount*	*Annual Retirement*
	TID Financed:	Yes☐ No☐	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, State Highway 52 (East Wausau Avenue) from 6th Street to 18th Street is a two-lane urban roadway and is scheduled for reconstruction in 2029; and

WHEREAS, the existing pavement has deteriorated and is reaching the end of its service life and the existing crosswalk curb ramps do not meet current Americans with Disabilities Act (ADA) Standards; and

WHEREAS, the proposed project includes replacement of the existing pavement, upgrades of crosswalk curb ramps, complete curb and gutter replacement in spot locations, and storm sewer repairs ; and

WHEREAS, the intersection at North 6th Street has outdated traffic signal equipment and poor accommodations for pedestrians as the curb ramps do not meet ADA standards, there are no pedestrian push buttons on the traffic signals, and the crosswalks are not marked; and

WHEREAS, the lack of turn lanes was found to be a contributing factor for ongoing crashes between North 6th Street and North 13th Street; and

WHEREAS, State Highway 52 is a designated Wausau Metropolitan Planning Organization bicycle route from North 7th Street to County X; and

WHEREAS, on August 10, 2023, the Common Council approved a State/Municipal Agreement for East Wausau Avenue from North 6th Street to North 18th Street, which provides for the City to finance 25 percent of the cost of the design, which is estimated at $58,500 and the total cost of the project is estimated to be $3,498,000 and the Wisconsin Department of Transportation (WDOT) is responsible for leading the design and for the reconstruction costs associated with the roadway; and

WHEREAS, a Public Information Meeting was held on May 14, 2025, and a comment period was held until May 28, 2025, but WisDOT will continue to accept and address comments throughout the life of the project; and

WHEREAS, your Infrastructure and Facilities Committee met on June 12, 2025 to discuss the design alternatives for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street and recommends approval of Alternative A2 which includes two 11-foot travel lanes with 12-foot median turn lane, which would help reduce impacts and calm traffic with narrower lanes, a 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width, and maintaining a 5-foot boulevard where feasible for green space and tree planting, with lighting and sidewalk impacts independent of which alternative is selected; and

WHEREAS, your Bicycle and Pedestrian Advisory Committee met on June 23, 2025, and recommended to the Infrastructure and Facilities Committee, to adopt an alternative design that includes a 25 mph speed limit from 6th Street to 18th Street, creates an 8 to 10 foot wide multi-use trail on one or both sides of the roadway, with 3-5 foot terraces/street trees, with left turn lanes only at high priority intersections mainly 13th Street and 18th Street, add pedestrian refuge islands at 6th Street, 7th Street, 8th Street, and 13th Street for traffic calming and to aid pedestrian circulation, while not expanding right of way width or with limited property acquisition; and

WHEREAS, your Infrastructure and Facilities Committee met on July 10, 2025, and tabled the item to allow for consideration of a multiuse trail; and

WHEREAS, your Infrastructure and Facilities Committee met on August 14, 2025, and recommends approval of Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street; and

WHEREAS, the Common Council met on September 9th, 2025 to consider a resolution on Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible,

standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street, the resolution failed; and

WHEREAS, a second Public Information Meeting was held on September 29, 2025, and a comment period was held until October 27, 2025, but WisDOT will continue to accept and address comments throughout the life of the project; and

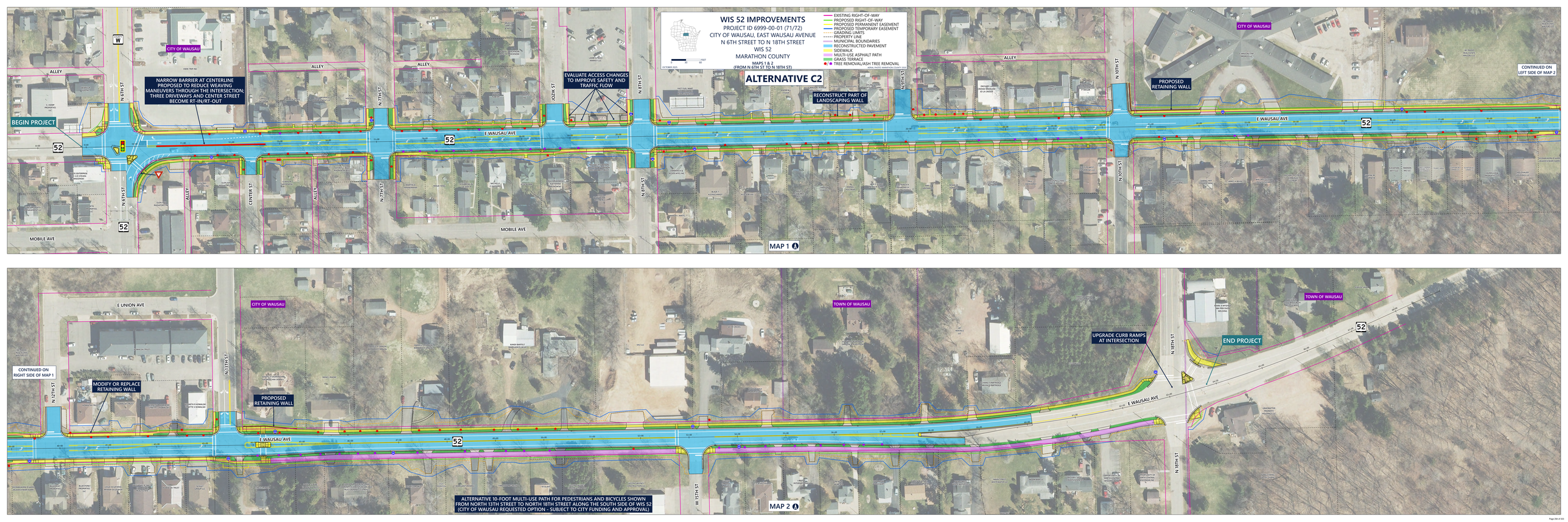
WHEREAS, sidewalk does not currently exist on the north side of STH 52 (East Wausau Avenue) from N. 13th Street to N. 18th Street, and the concept of adding sidewalk in this segment of roadway was shared at the Public Information meeting on September 29, 2025: and

NOW THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau hereby approves recommending to WisDOT the adoption of the addition of sidewalk on the north side of STH 52 (East Wausau Avenue) from N. 13th Street to N. 18th Street.

Approved:

_____

Doug Diny, Mayor


WIS 52 IMPROVEMENTS
PROJECT ID 6999-00-01 (71/72)
CITY OF WAUSAU, EAST WAUSAU AVENUE
N 6TH STREET TO N 18TH STREET
WIS 52
MARATHON COUNTY
MAPS 1 & 2
(FROM N 6TH ST TO N 18TH ST)
OCTOBER 2025
EXISTING RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
PROPOSED PERMANENT EASEMENT
PROPOSED TEMPORARY EASEMENT
GRADING LIMITS
PROPERTY LINE
MUNICIPAL BOUNDARIES
RECONSTRUCTED PAVEMENT
SIDEWALK
MULTI-USE ASPHALT PATH
GRASS TERRACE
TREE REMOVAL/ASH TREE REMOVAL
ALTERNATIVE C2
BEGIN PROJECT
NARROW BARRIER AT CENTERLINE PROPOSED TO REDUCE WEAVING MANEUVERS THROUGH THE INTERSECTION; THREE DRIVEWAYS AND CENTER STREET BECOME RT-IN/RT-OUT
EVALUATE ACCESS CHANGES TO IMPROVE SAFETY AND TRAFFIC FLOW
RECONSTRUCT PART OF LANDSCAPING WALL
PROPOSED RETAINING WALL
CONTINUED ON LEFT SIDE OF MAP 2
CONTINUED ON RIGHT SIDE OF MAP 1
MODIFY OR REPLACE RETAINING WALL
PROPOSED RETAINING WALL
UPGRADE CURB RAMPS AT INTERSECTION
END PROJECT
ALTERNATIVE 10-FOOT MULTI-USE PATH FOR PEDESTRIANS AND BICYCLES SHOWN FROM NORTH 13TH STREET TO NORTH 18TH STREET ALONG THE SOUTH SIDE OF WIS 52 (CITY OF WAUSAU REQUESTED OPTION - SUBJECT TO CITY FUNDING AND APPROVAL)
MAP 1
MAP 2
CITY OF WAUSAU
TOWN OF WAUSAU
E WAUSAU AVE
E UNION AVE
ALLEY
MOBILE AVE
N 6TH ST
N 7TH ST
N 8TH ST
N 10TH ST
N 13TH ST
N 18TH ST
W 15TH ST
CENTER ST
JOERS ST
52
W

Project ID 6999-00-01
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- I would like to request not implementing the sidewalk on the north side of E. Wausau Ave between 13th and 18th Streets.
- Personally, I'm concerned about the amount of driveway I will have left. My neighbor on the corner will also be negatively affected.
- I think option D from the original proposal would be best for that section.
- In previous meetings that I attended, city council members seemed to be receptive, with condescending opposition coming from the city engineer.
- The sidewalk to nowhere provides very little benefit at a cost to all taxpayers and comfort to my family and myself. The argument of matching funds from the state doesn't make things any better as we're still spending unnecessary funds from the city budget as well as from the state.

- No roundabouts
- Can a tapered median be installed where the barrier is being proposed?
  - Would help with snowplowing
  - Achieve goal of not turning north into Kwik Trip off 52
- Look into sizing storm sewer piping for 25 yr storm
- I would prefer a wider curb for bike lane. It would help distinguish where bike lane is. Also allows for more snow storage.

- The temporary easement for this project comes very close to our home. I am concerned about noise from construction, and then the complete loss of our front yard.
- There is a disabled person at this address.

- I would like to pass along some thoughts and comments following the second public meeting on the Hwy 52 reconstruction project. I am also including two aldermen from the city of Wausau who have shown a real interest in the outcome of this project. Some of my comments might be more applicable to the DOT while some might be better directed to representatives of the city.
- I believe that there were comments after the first public meeting related to speeding being a concern of residents of the stretch of road being constructed. If the verbal comments I heard from some of the attendees of the second meeting are any indication, then you should get similar comments following this second meeting. If anything, these comments were more strident in this second meeting. The number of residents attending the second meeting seemed to be less than the first meeting, but the conviction of the attendees seemed to be stronger on this topic.
- From the very beginning I have tried to make the point with the city representatives that a decent percentage of the traffic on the road drives well over the posted speed limit. This goes for traffic going both in and out of town. To go along with the speed, the noise produced can be deafening to the residents. This is especially the case with traffic going east, out of town, as they are going up hill and the speed changes at about 13th street from 25 mph to 35 mph. I personally would like to see the posted speed limit be 25 mph all the way to 18th street, but it does not appear that there is enough support for that idea. Short of the posted speed limit changing, then the road design seems like the next best way to address our concerns.
- Related to the topic of speed, I would like to pass along two comments I have heard that I found to be a bit disturbing and disheartening. The first comment came from the city engineer and came as a response to a public comment that speeding was an issue. His response, well, the drivers must feel comfortable driving at those higher speeds. WOW, what a myopic comment! Yes, they do feel comfortable and that is exactly the point, so do something about it in the design! If I used that logic, then I could drive at any speed I felt comfortable anywhere I wanted. Does that make sense, I think not! The second comment was spoken by again, the city engineer, and I believe Stephanie Chritensen from EMCS. Their quote about people driving fast, 'well, that is an enforcement problem'. Yes, the police can enforce the speed limit but by using that archaic logic both are pushing that problem onto someone else to deal with

for the next 30+ years when some more thoughtful design now could address some of that problem. To me their view of the speeding issue falls short of a professional and well thought out answer and I'd bet the Wausau police department might have a different viewpoint.

- Closely related to trying to manage speed I have heard 'traffic calming' as being 'the' answer. Certainly, there are some road design choices that should/may calm traffic and reduce speed. Several of them have been repeatedly mentioned, like planting trees and narrowing traffic lanes by foot. I believe I have also heard painting lines a little bit closer together would help? Let me state clearly, those features may slow some of the traffic down, but likely mostly those vehicles that would otherwise not be the target group that are the biggest offenders. Counting only on passive design features like those to manage speed seems like a fool's errand to me.
- Next, I want to mention the projected addition of a sidewalk on the north side of the road from 13th street east to 18th street. I personally live on this stretch of road and don't see all that much foot traffic. Certainly not enough to warrant adding that big chunk of sidewalk. EMCS has repeatedly shown concerns about the driveways west of thirteenth street on the south side of the road because this project does not want to negatively impact those residents. Adding that new chunk of sidewalk would negatively impact number of residents on the north side of the road as it would eat into their front yards. Where is that same concern towards those residents? Now, if you tell me that there is some plan in the work to run that sidewalk all the way up to Wausau East then my view might change. However, I don't see high school kids walking to or from school nor would I expect that of the staff of that school. So, if the extension of the sidewalk from Wausau Avenue to the high school is hard to justify then running a sidewalk up to 18th street is likewise hard to justify.
- Now on the topic of a bike lane and how it fits into the reconstruction plan. I am told that Wausau Avenue is a recognized bike route. This may be all well and good on paper. As noted by some statistics gathered about bike traffic in this area, the volume of bike traffic is low. I don't have to wonder why that is because I believe I know exactly why that is. The traffic volume on Wausau Ave is heavy, tends to move above the posted speed limit, and it is a truck/bus route. Bike riders do not feel safe taking this route, regardless of whether it is a designated bike route. Almost without exception, and regardless of the bike riders' age, all bike traffic currently uses the sidewalk. So, the reality is, this is only a bike route on paper because the actual bike riders refuse to use it. Painting a white line on the road won't keep traffic out of the proposed bike lane or make bike riders any safer. The head of the Bike and Ped committee, and adult male, refuses to ride on this road with his bike. That should send a clear message that I hope someone listens to. I have challenged any/all members of the Wausau City council to ride their bikes up this stretch of road and then tell me that proposed bike lane, in traffic, is safe and viable. My guess, none of them would have the courage to make that ride. If this project moves forward with this bike lane being in traffic, then I will guarantee that the bikes will still only use the sidewalk. Is that what we want?
- At this recent public meeting alderman Neal tried to make a case for putting in a single lane traffic circle. In my mind this traffic feature would solve so many problems. Slow traffic down without impeding traffic, allowing traffic to make a left hand turn at any time of the day, and likely reduce the number of rear end collisions. If this feature was beveled, then larger vehicle could pass over it if needed. Of course, there needs to be enough space to put one of those in and I would be opposed to having to acquire more right of way to do this. So, I don't know if this feature is feasible given current limitations? But if one or more of them could be squeezed in I believe I would be all for that.
- One real concern I have is the snow load that will be incurred in any section of road that has a twiddle. As it sits now, I frequently am removing snow from the sidewalk in front of my house that has been thrown there by snowplows. Add another 5-6 feet for half the twiddle and perhaps a bit more for an in-traffic bike lane and that pretty much guarantees that residents will be needing to remove snowplow snow from their sidewalks. I don't believe the plan is for any change in width for the boulevard, so this snow issue seems inevitable. How does this project reconcile saddling residents along this stretch with this extra burden?

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WIS 52, Marathon County

Comments received through October 31, 2025

- Last but not least I want to address a generality that I have been hearing related mostly to why something can't be done. I don't remember the exact term being used but it amounts to what is customarily done or generally done in similar circumstances. I would consider using this term, and the implementation that it is attached to, as a beginning, or baseline, of what has been done in similar instances in the past. When some current instance/implementation is examined and other options are asked to be considered, let's not be anchored only to show prior customary solutions. Bottom line, if something is asked for our suggestion, I want to know if it is possible. If it is not possible, I want to know the name of the exact person that says it is not possible and physics, statute, ordinance, or law that says otherwise. I don't' want to hear the statement stand as fact that 'we generally don't do that', and that is the end of the discussion. That reasoning should not be the end of that discussion. Who said no, and why? If that is not clear, then in my mind something is possible. By the way, not giving an answer or deferring the answer to someone else should also not be the end of the discussion. In all cases someone should be able to stand up, show their face, and state why something is or isn't an option. Perhaps if this was done from the start this project would not have run into so much conflict and discord.

- I was present at the second public involvement meeting on October 13th. Here are my thoughts on the presentation:
- Personally, I think the 5' bike lane proposal between 13th and 18th is a good idea. People tend to go fast on 52 (especially in that section), and narrow bike lanes in those conditions tend to be nerve=wracking (with people passing less than a foot away going 45 MPH+).
- I also think the 10' multi-use path is a decent idea since it would both give students another method to get in/out of the high school and provide a reprieve for cyclists travelling in that direction (I support the 5' sidewalk on the north side for similar reasons, that could be even better for students walking into town since they wouldn't have to cross 52 to do it). This is easy for me to say since I don't live on that section… but for the record I would absolutely be for something similar between 6th & 13th (although it sounded like that wouldn't be viable due to driveway density).
- During the presentation there was talk about trying to re-negotiate/reduce the entry/exit points with Lamb's Fresh Market. As someone who walks through that area very often, this is a very good idea. I mentioned this to you in person, but that area is a nightmare to walk through due to the number of places cars can come from (and how quickly they do it). I think the best possible solution would be to remove the egress points on 521 (and maybe some of the others on Jozik & 8th) but due to the design of the parking lot I doubt Lamb's would go for it. At the very least, reducing the number anywhere in the parking lot is worthwhile.
- Someone else mentioned that they think the detour will be ignored and traffic will flood the side streets… I agree, people are 100% going to do this. I don't know how it can be solved; I just thought it was worth bringing it up.

- I am Horace Mann Principal's and attended the 2nd listening session representing our schools. Here is information needed for planning purposes:
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- Although the calendar is not out for 2029, we typically have school through the first week of June and then start again at the beginning of September.
- I also run our summer programs, and I believe we would try to limit programs at Mann and East for Summer 2029.
- One person mentioned concerns on Wilborn Rd and people using that road often (traffic and speeding). I agree this should be something to look at as students/families may use it as a shortcut.
- If you need anything from me, let me know. Otherwise, I know we'll be able to figure out traffic patterns through communication. Delays will happen but the more we can communicate with our families, the better off we will be. Thanks for the collaboration.

Project ID 6999-00-01
PIM #2 (Public Involvement Comment Period September 29, 2025, to October 27, 2025)
City of Wausau, East Wausau Avenue
North 6th Street to North 18th Street
WIS 52, Marathon County

Comments received through October 31, 2025

Has a study every been done to reroute Hwy 52 to Evergreen Road over the river and connect to Highway 51?

Yes I would like a response back.

Comments on HWY 52 road work in 2029.
I would be against the multi I use walkway between 13th to18th. For the following reasons.
1. Multi use is only for a few blocks.
2. Loss of property along with the other property owners for that short stretch. We lost property in the 90's when they came through with the sidewalk.
3. Who would be responsible for snow removal since that would go from a normal sidewalk to 10' wide.

My vote is just continue with the sidewalk as is and remove the trees which are upheaving the sidewalks.

- No need for a sidewalk on the north side
- Need to have a widened space from curb to sidewalk as the plows need more room for snow. Currently they fill the sidewalk with snow.
- Recommend a roundabout at 18th St. to slow traffic and make safe high school traffic.
- Design curbs at a slant so plows don't hit, and cars do not lose control if they hit the curb. He drew a sketch showing that he wanted mountable curb.

Engineering
Eric Lindman, Public Works Director

DATE: November 11, 2025
TO: Common Council
SUBJECT: **25-1115** Resolution from the Common Council Approving Street Lighting for State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street.

PURPOSE

The purpose of this resolution is to determine the street lighting on STH 52 (East Wausau Ave) from 6th Street to 18th Street.

BACKGROUND

On August 10, 2023, the Common Council approved a State/Municipal Agreement for East Wausau Avenue from North 6th Street to North 18th Street, which provides for the City to finance 25 percent of the cost of the design, which is estimated at $58,500 and the total cost of the project is estimated to be $3,498,000 and the Wisconsin Department of Transportation (WDOT) is responsible for leading the design and for the reconstruction costs associated with the roadway.

A Public Information Meeting was held on May 14, 2025, and a comment period was held until May 28, 2025.

Infrastructure and Facilities Committee met on June 12, 2025 to discuss the design alternatives for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street and recommends approval of Alternative A2 which includes two 11-foot travel lanes with 12-foot median turn lane, which would help reduce impacts and calm traffic with narrower lanes, a 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width, and maintaining a 5-foot boulevard where feasible for green space and tree planting.

Bicycle and Pedestrian Advisory Committee met on June 23, 2025, and recommended to the Infrastructure and Facilities Committee, to adopt an alternative design that includes a 25 mph speed limit from 6th Street to 18th Street, creates an 8 to 10 foot wide multi-use trail on one or both sides of the roadway, with 3-5 foot terraces/street trees, with left turn lanes only at high priority intersections mainly 13th Street and 18th Street, add pedestrian refuge islands at 6th Street, 7th Street, 8th Street, and 13th Street for traffic calming and to aid pedestrian circulation, while not expanding right of way width or with limited property acquisition.

Infrastructure and Facilities Committee met on July 10, 2025, and tabled the item to allow for consideration of a multiuse trail.

Infrastructure and Facilities Committee met on August 14, 2025, and recommends approval of Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street.

The Common Council met on September 9th, 2025 and considered a resolution approving Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street and the resolution failed.

A second Public Information Meeting was held on September 29, 2025, and a comment period was held until October 27, 2025.

FISCAL IMPACT

This is a cost share with the State of Wisconsin Department of Transportation. Total construction cost is estimated to be $3,498,000 with the City's costs estimated to be $58,500 plus costs for replacement of sewer and water facilities. If the City elects to adopt street lighting, the WisDot would fund 50% of the cost of standard lighting, estimated to be a $750,000 total lighting cost. The WisDOT contribution would be capped at $375,000. Any additional costs associated with decorative street lights would be 100% City cost.

RECOMMENDATION

Nuetral

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE COMMON COUNCIL

Approval of street lighting for State Highway 52 (East Wausau Avenue) from North 13th Street to North 18th Street

Committee Action:	Pending
Fiscal Impact:	This is a cost share with the State of Wisconsin Department of Transportation. Total construction cost is estimated to be $3,498,000 with the City's costs estimated to be $58,500 plus costs for replacement of sewer and water facilities. If the City elects to adopt street lighting, the WisDot would fund 50% of the cost of standard lighting, estimated to be a $750,000 total lighting cost. The WisDOT contribution would be capped at $375,000. Any additional costs associated with decorative street lights would be 100% City cost.

File Number:	25-0910 D	**Date Introduced:**	November 11, 2025

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐ No☒	
	Included in Budget:	Yes☐ No☐	*Budget Source:*
	One-time Costs:	Yes☐ No☒	*Amount:*
	Recurring Costs:	Yes☒ No☐	*Amount: During design & construction billing by DOT*
SOURCE	*Fee Financed:*	Yes☐ No☐	*Amount:*
	Grant Financed:	Yes☐ No☐	*Amount:*
	Debt Financed:	Yes☐ No☐	*Amount* *Annual Retirement*
	TID Financed:	Yes☐ No☐	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, State Highway 52 (East Wausau Avenue) from 6th Street to 18th Street is a two-lane urban roadway and is scheduled for reconstruction in 2029; and

WHEREAS, the existing pavement has deteriorated and is reaching the end of its service life and the existing crosswalk curb ramps do not meet current Americans with Disabilities Act (ADA) Standards; and

WHEREAS, the proposed project includes replacement of the existing pavement, upgrades of crosswalk curb ramps, complete curb and gutter replacement in spot locations, and storm sewer repairs ; and

WHEREAS, the intersection at North 6th Street has outdated traffic signal equipment and poor accommodations for pedestrians as the curb ramps do not meet ADA standards, there are no pedestrian push buttons on the traffic signals, and the crosswalks are not marked; and

WHEREAS, the lack of turn lanes was found to be a contributing factor for ongoing crashes between North 6th Street and North 13th Street; and

WHEREAS, State Highway 52 is a designated Wausau Metropolitan Planning Organization bicycle route from North 7th Street to County X; and

WHEREAS, on August 10, 2023, the Common Council approved a State/Municipal Agreement for East Wausau Avenue from North 6th Street to North 18th Street, which provides for the City to finance 25 percent of the cost of the design, which is estimated at $58,500 and the total cost of the project is estimated to be $3,498,000 and the Wisconsin Department of Transportation (WDOT) is responsible for leading the design and for the reconstruction costs associated with the roadway; and

WHEREAS, a Public Information Meeting was held on May 14, 2025, and a comment period was held until May 28, 2025, but WisDOT will continue to accept and address comments throughout the life of the project; and

WHEREAS, your Infrastructure and Facilities Committee met on June 12, 2025 to discuss the design alternatives for State Highway 52 (East Wausau Avenue) from North 6th Street to North 18th Street and recommends approval of Alternative A2 which includes two 11-foot travel lanes with 12-foot median turn lane, which would help reduce impacts and calm traffic with narrower lanes, a 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width, and maintaining a 5-foot boulevard where feasible for green space and tree planting, with lighting and sidewalk impacts independent of which alternative is selected; and

WHEREAS, your Bicycle and Pedestrian Advisory Committee met on June 23, 2025, and recommended to the Infrastructure and Facilities Committee, to adopt an alternative design that includes a 25 mph speed limit from 6th Street to 18th Street, creates an 8 to 10 foot wide multi-use trail on one or both sides of the roadway, with 3-5 foot terraces/street trees, with left turn lanes only at high priority intersections mainly 13th Street and 18th Street, add pedestrian refuge islands at 6th Street, 7th Street, 8th Street, and 13th Street for traffic calming and to aid pedestrian circulation, while not expanding right of way width or with limited property acquisition; and

WHEREAS, your Infrastructure and Facilities Committee met on July 10, 2025, and tabled the item to allow for consideration of a multiuse trail; and

WHEREAS, your Infrastructure and Facilities Committee met on August 14, 2025, and recommends approval of Alternative A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Street; and

WHEREAS, the Common Council met on September 9th, 2025 to consider approving A2 from 6th Street to 13th Street which includes two 11-foot travel lanes with 12-foot median turn lane, 4-foot bike lane with standard 30-inch curb and gutter, new sidewalks ranging from 5 feet to 6 feet in width on both sides of the roadway, and maintaining a 5-foot boulevard where feasible for green space and tree planting, and Alternative C1 from 13th Street to 18th Street which includes two 12-foot travel lanes, 4-foot bike lane with standard 30-inch curb and gutter, a new 5-foot sidewalk on the north side, a 10-foot

multiuse path on the south side, maintaining a 4-foot to 6-foot boulevard where feasible, standard overhead lighting to include 30-foot poles and cobra heads from 10th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 10th Streetconsider the matter and the resolution failed; and

WHEREAS, a second Public Information Meeting was held on September 29, 2025, and a comment period was held until October 27, 2025, but WisDOT will continue to accept and address comments throughout the life of the project; and

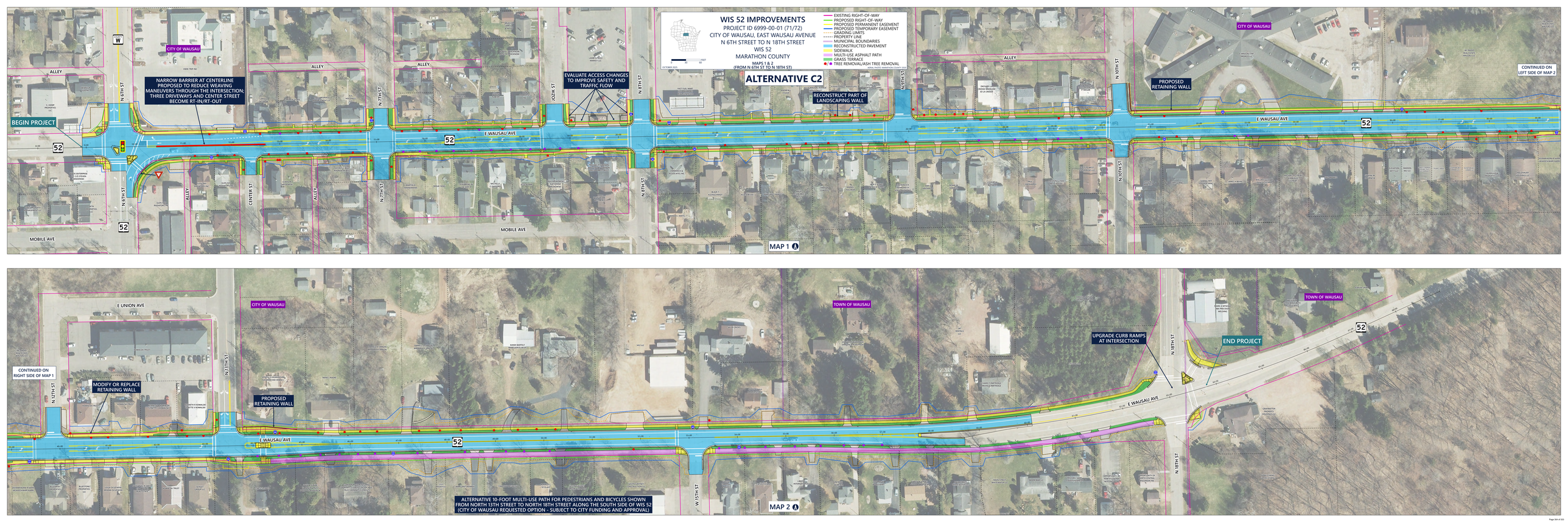
WHEREAS, installation of decorative street lighting from 6th Street to 13th Street and standard lighting from 13th Street to 18th Street is consistent with the street sections; and

NOW THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau hereby approves recommending to WisDOT the adoption of standard overhead lighting to include 30-foot poles and cobra heads from 13th Street to 18th Street, and decorative lighting to match existing City decorative lighting from 6th Street to 13th Street.

Approved:

_____

Doug Diny, Mayor


WIS 52 IMPROVEMENTS
PROJECT ID 6999-00-01 (71/72)
CITY OF WAUSAU, EAST WAUSAU AVENUE
N 6TH STREET TO N 18TH STREET
WIS 52
MARATHON COUNTY
MAPS 1 & 2
(FROM N 6TH ST TO N 18TH ST)
OCTOBER 2025
EXISTING RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY
PROPOSED PERMANENT EASEMENT
PROPOSED TEMPORARY EASEMENT
GRADING LIMITS
PROPERTY LINE
MUNICIPAL BOUNDARIES
RECONSTRUCTED PAVEMENT
SIDEWALK
MULTI-USE ASPHALT PATH
GRASS TERRACE
TREE REMOVAL/ASH TREE REMOVAL
ALTERNATIVE C2
BEGIN PROJECT
NARROW BARRIER AT CENTERLINE PROPOSED TO REDUCE WEAVING MANEUVERS THROUGH THE INTERSECTION; THREE DRIVEWAYS AND CENTER STREET BECOME RT-IN/RT-OUT
EVALUATE ACCESS CHANGES TO IMPROVE SAFETY AND TRAFFIC FLOW
RECONSTRUCT PART OF LANDSCAPING WALL
PROPOSED RETAINING WALL
CONTINUED ON LEFT SIDE OF MAP 2
MAP 1
CONTINUED ON RIGHT SIDE OF MAP 1
MODIFY OR REPLACE RETAINING WALL
PROPOSED RETAINING WALL
UPGRADE CURB RAMPS AT INTERSECTION
END PROJECT
ALTERNATIVE 10-FOOT MULTI-USE PATH FOR PEDESTRIANS AND BICYCLES SHOWN FROM NORTH 13TH STREET TO NORTH 18TH STREET ALONG THE SOUTH SIDE OF WIS 52 (CITY OF WAUSAU REQUESTED OPTION - SUBJECT TO CITY FUNDING AND APPROVAL)
MAP 2
CITY OF WAUSAU
TOWN OF WAUSAU
E WAUSAU AVE
E UNION AVE
MOBILE AVE
ALLEY
N 6TH ST
N 7TH ST
N 8TH ST
N 10TH ST
N 13TH ST
N 18TH ST
W 15TH ST
CENTER ST
JOERS ST
52

Project ID 6999-00-01
PIM #2 (Public Involvement Comment Period September 29, 2025, to October 27, 2025)
City of Wausau, East Wausau Avenue
North 6th Street to North 18th Street
WIS 52, Marathon County

Comments received through October 31, 2025

- I would like to request not implementing the sidewalk on the north side of E. Wausau Ave between 13th and 18th Streets.
- Personally, I'm concerned about the amount of driveway I will have left. My neighbor on the corner will also be negatively affected.
- I think option D from the original proposal would be best for that section.
- In previous meetings that I attended, city council members seemed to be receptive, with condescending opposition coming from the city engineer.
- The sidewalk to nowhere provides very little benefit at a cost to all taxpayers and comfort to my family and myself. The argument of matching funds from the state doesn't make things any better as we're still spending unnecessary funds from the city budget as well as from the state.

- No roundabouts
- Can a tapered median be installed where the barrier is being proposed?
  - Would help with snowplowing
  - Achieve goal of not turning north into Kwik Trip off 52
- Look into sizing storm sewer piping for 25 yr storm
- I would prefer a wider curb for bike lane. It would help distinguish where bike lane is. Also allows for more snow storage.

- The temporary easement for this project comes very close to our home. I am concerned about noise from construction, and then the complete loss of our front yard.
- There is a disabled person at this address.

- I would like to pass along some thoughts and comments following the second public meeting on the Hwy 52 reconstruction project. I am also including two aldermen from the city of Wausau who have shown a real interest in the outcome of this project. Some of my comments might be more applicable to the DOT while some might be better directed to representatives of the city.
- I believe that there were comments after the first public meeting related to speeding being a concern of residents of the stretch of road being constructed. If the verbal comments I heard from some of the attendees of the second meeting are any indication, then you should get similar comments following this second meeting. If anything, these comments were more strident in this second meeting. The number of residents attending the second meeting seemed to be less than the first meeting, but the conviction of the attendees seemed to be stronger on this topic.
- From the very beginning I have tried to make the point with the city representatives that a decent percentage of the traffic on the road drives well over the posted speed limit. This goes for traffic going both in and out of town. To go along with the speed, the noise produced can be deafening to the residents. This is especially the case with traffic going east, out of town, as they are going up hill and the speed changes at about 13th street from 25 mph to 35 mph. I personally would like to see the posted speed limit be 25 mph all the way to 18th street, but it does not appear that there is enough support for that idea. Short of the posted speed limit changing, then the road design seems like the next best way to address our concerns.
- Related to the topic of speed, I would like to pass along two comments I have heard that I found to be a bit disturbing and disheartening. The first comment came from the city engineer and came as a response to a public comment that speeding was an issue. His response, well, the drivers must feel comfortable driving at those higher speeds. WOW, what a myopic comment! Yes, they do feel comfortable and that is exactly the point, so do something about it in the design! If I used that logic, then I could drive at any speed I felt comfortable anywhere I wanted. Does that make sense, I think not! The second comment was spoken by again, the city engineer, and I believe Stephanie Chritensen from EMCS. Their quote about people driving fast, 'well, that is an enforcement problem'. Yes, the police can enforce the speed limit but by using that archaic logic both are pushing that problem onto someone else to deal with

for the next 30+ years when some more thoughtful design now could address some of that problem. To me their view of the speeding issue falls short of a professional and well thought out answer and I'd bet the Wausau police department might have a different viewpoint.

- Closely related to trying to manage speed I have heard 'traffic calming' as being 'the' answer. Certainly, there are some road design choices that should/may calm traffic and reduce speed. Several of them have been repeatedly mentioned, like planting trees and narrowing traffic lanes by foot. I believe I have also heard painting lines a little bit closer together would help? Let me state clearly, those features may slow some of the traffic down, but likely mostly those vehicles that would otherwise not be the target group that are the biggest offenders. Counting only on passive design features like those to manage speed seems like a fool's errand to me.
- Next, I want to mention the projected addition of a sidewalk on the north side of the road from 13th street east to 18th street. I personally live on this stretch of road and don't see all that much foot traffic. Certainly not enough to warrant adding that big chunk of sidewalk. EMCS has repeatedly shown concerns about the driveways west of thirteenth street on the south side of the road because this project does not want to negatively impact those residents. Adding that new chunk of sidewalk would negatively impact number of residents on the north side of the road as it would eat into their front yards. Where is that same concern towards those residents? Now, if you tell me that there is some plan in the work to run that sidewalk all the way up to Wausau East then my view might change. However, I don't see high school kids walking to or from school nor would I expect that of the staff of that school. So, if the extension of the sidewalk from Wausau Avenue to the high school is hard to justify then running a sidewalk up to 18th street is likewise hard to justify.
- Now on the topic of a bike lane and how it fits into the reconstruction plan. I am told that Wausau Avenue is a recognized bike route. This may be all well and good on paper. As noted by some statistics gathered about bike traffic in this area, the volume of bike traffic is low. I don't have to wonder why that is because I believe I know exactly why that is. The traffic volume on Wausau Ave is heavy, tends to move above the posted speed limit, and it is a truck/bus route. Bike riders do not feel safe taking this route, regardless of whether it is a designated bike route. Almost without exception, and regardless of the bike riders' age, all bike traffic currently uses the sidewalk. So, the reality is, this is only a bike route on paper because the actual bike riders refuse to use it. Painting a white line on the road won't keep traffic out of the proposed bike lane or make bike riders any safer. The head of the Bike and Ped committee, and adult male, refuses to ride on this road with his bike. That should send a clear message that I hope someone listens to. I have challenged any/all members of the Wausau City council to ride their bikes up this stretch of road and then tell me that proposed bike lane, in traffic, is safe and viable. My guess, none of them would have the courage to make that ride. If this project moves forward with this bike lane being in traffic, then I will guarantee that the bikes will still only use the sidewalk. Is that what we want?
- At this recent public meeting alderman Neal tried to make a case for putting in a single lane traffic circle. In my mind this traffic feature would solve so many problems. Slow traffic down without impeding traffic, allowing traffic to make a left hand turn at any time of the day, and likely reduce the number of rear end collisions. If this feature was beveled, then larger vehicle could pass over it if needed. Of course, there needs to be enough space to put one of those in and I would be opposed to having to acquire more right of way to do this. So, I don't know if this feature is feasible given current limitations? But if one or more of them could be squeezed in I believe I would be all for that.
- One real concern I have is the snow load that will be incurred in any section of road that has a twiddle. As it sits now, I frequently am removing snow from the sidewalk in front of my house that has been thrown there by snowplows. Add another 5-6 feet for half the twiddle and perhaps a bit more for an in-traffic bike lane and that pretty much guarantees that residents will be needing to remove snowplow snow from their sidewalks. I don't believe the plan is for any change in width for the boulevard, so this snow issue seems inevitable. How does this project reconcile saddling residents along this stretch with this extra burden?

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- Last but not least I want to address a generality that I have been hearing related mostly to why something can't be done. I don't remember the exact term being used but it amounts to what is customarily done or generally done in similar circumstances. I would consider using this term, and the implementation that it is attached to, as a beginning, or baseline, of what has been done in similar instances in the past. When some current instance/implementation is examined and other options are asked to be considered, let's not be anchored only to show prior customary solutions. Bottom line, if something is asked for our suggestion, I want to know if it is possible. If it is not possible, I want to know the name of the exact person that says it is not possible and physics, statute, ordinance, or law that says otherwise. I don't' want to hear the statement stand as fact that 'we generally don't do that', and that is the end of the discussion. That reasoning should not be the end of that discussion. Who said no, and why? If that is not clear, then in my mind something is possible. By the way, not giving an answer or deferring the answer to someone else should also not be the end of the discussion. In all cases someone should be able to stand up, show their face, and state why something is or isn't an option. Perhaps if this was done from the start this project would not have run into so much conflict and discord.

- I was present at the second public involvement meeting on October 13th. Here are my thoughts on the presentation:
- Personally, I think the 5' bike lane proposal between 13th and 18th is a good idea. People tend to go fast on 52 (especially in that section), and narrow bike lanes in those conditions tend to be nerve=wracking (with people passing less than a foot away going 45 MPH+).
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- I am Horace Mann Principal's and attended the 2nd listening session representing our schools. Here is information needed for planning purposes:
- Horace Mann Middle School and Wausau East High School are .3 miles away and share some of the same roads (13th and 18th being the most impacted by this project). Our busiest times for traffic will be int eh morning (7:10-7:40) and afternoon (2:45-3:15). After school sports, competitions, and activities will create some traffic at later times in the night.
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- If you need anything from me, let me know. Otherwise, I know we'll be able to figure out traffic patterns through communication. Delays will happen but the more we can communicate with our families, the better off we will be. Thanks for the collaboration.

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Yes I would like a response back.

Comments on HWY 52 road work in 2029.
I would be against the multi I use walkway between 13th to18th. For the following reasons.
1. Multi use is only for a few blocks.
2. Loss of property along with the other property owners for that short stretch. We lost property in the 90's when they came through with the sidewalk.
3. Who would be responsible for snow removal since that would go from a normal sidewalk to 10' wide.

My vote is just continue with the sidewalk as is and remove the trees which are upheaving the sidewalks.

- No need for a sidewalk on the north side
- Need to have a widened space from curb to sidewalk as the plows need more room for snow. Currently they fill the sidewalk with snow.
- Recommend a roundabout at 18th St. to slow traffic and make safe high school traffic.
- Design curbs at a slant so plows don't hit, and cars do not lose control if they hit the curb. He drew a sketch showing that he wanted mountable curb.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE	
To modify the 2025 budget for the contract with Mueller Communications for referendum services Committee Action: Approved 5-4 Fiscal Impact: $52,826	
File Number: 24-1109S	**Date Introduced:** November 11, 2025

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐ No☒	
	Included in Budget:	Yes☐ No☒	*Budget Source: Transfer from reserves*
	One-time Costs:	Yes☒ No☐	*Amount: 52,826*
	Recurring Costs:	Yes☐ No☒	*Amount:*
SOURCE	*Fee Financed:*	Yes☐ No☒	*Amount:*
	Grant Financed:	Yes☐ No☒	*Amount:*
	Debt Financed:	Yes☐ No☒	*Amount* *Annual Retirement*
	TID Financed:	Yes☐ No☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the Fire Department has not increased staffing levels since the 1970s despite dramatic increases in call volumes and emergency response duties; and

WHEREAS, the Fire Department justified the department expansion of 12 FTE at the November 9th, 2021, Common Council meeting; and

WHEREAS, your Public Health and Safety Committee recommended hiring at least nine additional FTE firefighters/paramedics at their November 15, 2021, meeting; and

WHEREAS, your Human Resources Committee recommended creating twelve additional firefighter/paramedics at their December 13, 2021, meeting; and

WHEREAS, your Finance Committee and the Common Council approved the application of a FEMA SAFER grant on December 13, 2021; and

WHEREAS, your Finance Committee and Common Council approved an allocation from the City's ARPA funds to finance the creation of 3 additional firefighter positions on June 14, 2022; and

WHEREAS, the city received a grant award from FEMA for the SAFER grant in the amount of $3,164,763 to hire nine firefighters for the period January 1, 2023, through December 31, 2025; and

WHEREAS, your Finance Committee on September 27, 2022, authorized the proper City officials to accept the 2022 SAFER grant; and

WHEREAS, the Common Council at their September 27, 2022, meeting unanimously approved accepting the SAFER grant and adding twelve additional firefighters to the Fire Department Roster; and

WHEREAS, the SAFER grant was amended on January 1, 2023, to extend the grant performance period to February 05, 2026; and

WHEREAS, ARPA funds must be spent by December 31, 2026; and

WHEREAS, the 2026 budget finances the twelve firefighter positions with the final SAFER and ARPA grant allocations, along with other one-time revenues, which will not be available in future years; and

WHEREAS, the State of Wisconsin's levy limit law restricts the annual levy increase to net new construction, which is insufficient to cover the yearly cost of service increases and provides no extra funding for the twelve positions; and

WHEREAS, Wisconsin Statute 66.0602(4) allows municipalities to exceed their allowable levy limit by referendum; and

WHEREAS, a critical component of a successful referendum is effective public communication and community education, and

WHEREAS, the city does not have communication professionals on staff or staff capacity; and

WHEREAS, on November 3rd, 2025, the Committee of the Whole approved retaining Mueller Communications to provide referendum public communication and education services in the amount of approximately $52,826; and

WHEREAS, on November 11th, your Finance Committee considered and recommended a 2025 budget modification from reserves to finance these services.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau, that the proper City Officials are hereby authorized and directed to modify the 2025 budget Other General Government Professional Services in the amount of $52,826 from General Fund reserves.

Approved:

_____

Doug Diny, Mayor

MUELLER COMMUNICATIONS

CITY OF WAUSAU

PUBLIC SAFETY REFERENDUM

ALLOW US TO

INTRODUCE OURSELVES

At Mueller Communications, we are a full-service team of seasoned, well-connected marketing, communications and creative experts.

We leverage decades of experience in communications and marketing to help organizations, leaders and influencers amplify their great work. With integrity at the heart of all we do, our team of strategic communicators and problem solvers **strives to do the right thing for our clients and our communities.**

Across industries and geographies, our comprehensive communications and marketing services consistently deliver measurable results to support the individuals and organizations who are making a difference.

STRATEGY

AT THE **CENTER** OF ALL WE DO

Everyone has a story to tell and challenges to overcome. Whether you have good news to promote or a challenging situation to manage, we have the right team to be your strategic partners.

At Mueller Communications, there is no “one size fits all.” We tailor our approach to each individual client, circumstance and initiative, leveraging decades of experience in public relations, marketing, website development and creative design.

At Mueller Communications, we take a 360° approach to communications to ensure the **right message** is delivered to the **right audience** at the **right time.**

MEET TEAM MUELLER

Our deep bench of big picture thinkers, detail-oriented doers and creative problem solvers are **the best in the business.**

RECOMMENDED APPROACH: EDUCATION CAMPAIGN

REFERENDUM

EDUCATION

Timeline: 12-16 weeks

Mueller will create and execute a public information and education campaign that clearly articulates for voters the need for additional resources and the impact to the community if the referendum passes or fails. Mueller will develop and refine a communications strategy, which would include the following elements:

FOUNDATIONAL MATERIALS

We will work to develop clear and concise materials that effectively communicate key information about the referendum:

- Key messages for use in ensuring consistent communication across all outreach methods;
- A fact sheet that explains the situation and the necessity for the referendum; and
- FAQs to help disseminate facts and dispel any misconceptions about the need for the referendum, what the funding would be used for and the process taken thus far.

THE GOAL

An informed and engaged electorate.

Municipalities and departments cannot advocate for a specific outcome in an election - or a referendum. Rather, they can **educate and encourage community members to make an informed decision.**

REFERENDUM

EDUCATION

OUTREACH APPROACHES

We will leverage key messages and foundational materials to develop and distribute information to the community. Examples of the outreach we might recommend include:

- **Direct Mail:** We will develop and distribute one direct mail piece to all residences in your community. The mailer would provide key information about the referendum, as well as links to more information.
- **Posters / Displays:** We will develop informational graphics, posters and / or cover photos that can be printed and displayed in municipal buildings and shared across social media channels.
- **Presentation Deck:** We will develop a presentation that can be used by officials to explain the referendum at community meetings (in-person or online).
- **Information Sessions:** We will work with City officials to develop a series of information sessions to provide an opportunity to share the need for the referendum and allow residents to ask questions. The sessions would be promoted in advance and recorded to be made available for later viewing.
- **Community Presentations:** We will work with you to identify opportunities to speak to local community organizations about the referendum (e.g. Chambers of Commerce, senior centers).

REFERENDUM

EDUCATION

ONLINE PRESENCE

- **Website:** We will develop content for a landing page on the City website that would serve as the hub for referendum information, including the mailer, an online FAQ and opportunities for residents to attend information sessions to learn more.
- **Social Media - Organic:** We will work with the City to develop content that can be regularly posted on social media channels to inform the electorate about the need for the referendum. We will also provide a response guide that identifies likely questions and suggested answers that officials can use in responding to online engagement.
- **Social Media - Paid:** We will develop engaging content to leverage as a social media ads via Meta, pushing content out to those in the geographical boundaries of the City and ensuring that even residents who do not follow the City on social platforms see information about the referendum.
- **Email / eNewsletter / Newsletter:** We will develop content that can be used as part of regular email, eNewsletter or newsletter distributions, as appropriate.

EARNED MEDIA

To secure coverage in the local media about the referendum, we work with municipal teams to develop and distribute news releases and media pitches as appropriate. Mueller Communications will also assist with media interview coordination.

SCHEDULING AND REPORTING MILESTONES

To ensure that milestones are met throughout the process, we will create a shared timeline to track progress on deliverables and conduct weekly or bi-weekly meetings, providing email communications in between, as appropriate.

WE WILL WORK CLOSELY WITH YOU TO UNDERSTAND THE NEEDS OF YOUR COMMUNITY AND DEVELOP A DETAILED TIMELINE TO MEET YOUR NEEDS. WE HAVE INCLUDED THE FOLLOWING SAMPLE TIMELINE BASED ON AN APRIL 2026 REFERENDUM

QUESTION SUPPORT, PLANNING AND INFO GATHERING | OCTOBER - DECEMBER 2025

- Mueller Communications meets with City of Wausau staff to begin developing the outreach plan and approach
- City provides all requested materials / data to Mueller Communications
- Mueller to develop, refine and finalize key messages that will serve as the foundation for all future collateral
- Mueller to draft, design and finalize - with input from City staff - initial collateral materials including FAQs, fact sheet and drafts of news release announcing the referendum question
- **Key milestone: Deadline to approve referendum question - January 27, 2026**

COMMUNICATION EXECUTION AND PUBLIC EDUCATION | JANUARY - APRIL 2026:

- Mueller to develop content for 1 full-page mailer, coordinate printing and mailings
- Mueller and a videographer to script, record and produce a brief explainer video for use as a social media ad on the City of Wausau's Facebook page targeting all residents of voting age
- Mueller to conduct ongoing media outreach, as appropriate
- Mueller to develop ongoing social media content and post on channels, if appropriate
- Mueller to develop and design a presentation deck and talking points for spokespeople to use in public meetings
- City to schedule and facilitate information sessions, presentations to community groups
- **Election Day - April 7, 2026**

TIMELINE

EDUCATION CAMPAIGN - UPDATED SCOPE

BUDGET ESTIMATE

The following budget is the recommend option for supporting referendum education efforts with one mailer and a reduced media spend. This was scoped following the Nov. 3 City Council meeting.

Professional Fees, Mueller Communications: **$35,308**
Will be based on actual fees, not to exceed this amount, based on current understanding of the scope of work.

Administrative and Technical Fee: **$2,648**
Mueller Communications charges an administrative service & technology fee of seven and a half percent (7.5%) of the monthly professional fees to cover internal expenses incurred on client's behalf. Included in this fee is access to our full suite of media database and monitoring services, basic administrative support, in-county travel, routine printing, telecom and technology services.

Media Spend, Social Advertising **$1,000**

Third-party Cost Estimates (Printing, Mailing) **$12,353**
Estimate to mail and print one (1) full-page mailer to all households (approx. 18,774).

Budget: **$51,309**

We will work with you to refine our scope of work and budget to best meet the needs of your community.

**These third-party costs are projections as of October 2025 and may be subject to change. We have preferred vendors we frequently work with and who we know are efficient and affordable. We are happy to work with other vendors, but note that it may take additional time to coordinate and their pricing may be different than we have estimated here.*

VILLAGE OF CALEDONIA

Christopher M. Botsch

Chief of Police
262.835.4423
cbotsch@caledonia-wi.gov

VILLAGE OF RICHFIELD

Jim Healy

Village Administrator
262.628.2260
administrator@richfieldwi.gov

CITY OF CEDARBURG

Mikko Hilvo

City Administrator
262.375.7917
mhilvo@cityofcedarburg.wi.gov

CITY OF FOND DU LAC

Joe Moore

City Manager
920.322.3407
jmoore@fdl.wi.gov

OUR REFERENCES

CASE STUDIES

RELEVANT EXPERIENCE

CASE STUDY

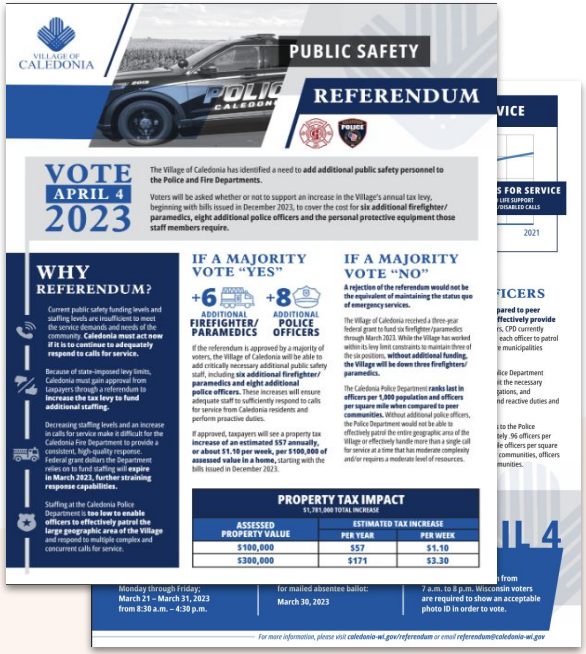
VILLAGE OF CALEDONIA

Due to insufficient public safety funding and growing current service demands, the Village of Caledonia identified a need to add additional full-time personnel to its police and fire departments.

Caledonia worked with Mueller Communications from December 2022 through April 2023 to educate the community **on the need for a public safety referendum** ahead of the April 4, 2023 vote.

Mueller worked closely with the Village of Caledonia to create comprehensive messaging and frequently asked questions to cascade through education materials, including key messages, fact sheets and infographics, and informational posters, and updates to the Caledonia website that clearly conveyed the situation. Mueller also created two direct mail pieces, drafted social media posts to share across Caledonia channels, and executed an on-site video shoot for a social media ad to reach Caledonia voters up until days before the election. Mueller Communications also designed informational presentations for the Village Administrator, Police Chief and Fire Chief to share with community groups and Village Board members

Electors in the Village of Caledonia ultimately voted to approve the increase in the property tax levy, allowing Caledonia to **add eight new police officers, six new firefighters/paramedics and the equipment needs for each new staff member**.



CASE STUDY

PLEASANT PRAIRIE

The Village of Pleasant Prairie is home to 21,250 residents and 494 businesses. As the Village continued to grow, public safety staffing models remained outdated and call complexity increased, Pleasant Prairie identified a need for alternative funding sources to continue to service the community.

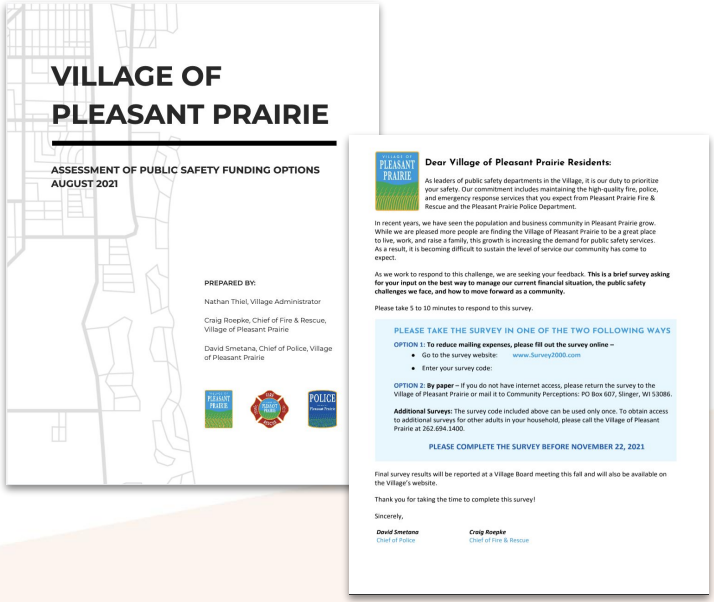
Once the need for additional public safety funding was identified, the Village of Pleasant Prairie engaged Mueller Communications as a strategic partner to develop a **comprehensive options assessment** and facilitate the creation, distribution and reporting of a **community survey** - with the understanding that comprehensive research, alternatives and community input lends itself to the success of a potential referendum.

Mueller Communications' Three-Phased Approach:

- Options Assessment
- Community Survey
- Public Education Campaign

In the summer of 2021, Mueller Communications was engaged by the Village of Pleasant Prairie to develop an Options Assessment to identify the potential solutions to the public safety funding challenges. Based on the findings of that assessment, Mueller worked with Community Perceptions to conduct a community survey to gather input on the community's preferred options.

Following the community survey, the Village Board voted to place a public safety referendum on the on Spring 2022 ballot. **On April 5, 2022, the Village of Pleasant Prairie ultimately voted to approve the increase in the property tax levy,** allowing the Village to add 12 firefighter/paramedics and four police officers.



CASE STUDY

VILLAGE OF RICHFIELD

For the past 125 years, members of the nonprofit Richfield Volunteer Fire Company (RVFC) provided emergency medical and fire services to the Village of Richfield. **In April 2024, they voted to officially dissolve the organization.** To avoid the loss of fire protection and emergency medical services and to improve police services throughout the community, the Village of Richfield sought to establish a municipal Fire Department, hire staff to replace the recently-dissolved nonprofit RVFC, and dedicate an additional full-time Deputy Sheriff to provide service to the Village.

Voters were asked via referendum whether or not they'd support an **increase in the property tax levy by $1.25 million to fund those public safety investments.**

To educate voters about this need, Mueller led a strategic public education campaign and produced a range of collateral including **key messages, a fact sheet, FAQs, website content, social media content and direct mail pieces.** Collateral materials were shared with residents during farmers markets, evening sporting events at local recreation facilities, and even at the grocery store.

In partnership with Village staff, Mueller established a series of well-attended **public information meetings** that provided opportunities for residents to learn more and ask key questions. Mueller also facilitated an **informational video** featuring the Village Administrator and President of the RVFC explaining the need for a municipal Fire Department.

In August 2024, **Richfield residents voted to approve an increase in the property tax levy**, ensuring the Village can provide continued, high-quality fire protection and emergency medical services and reliable public safety services.

CASE STUDY

CEDARBURG FIRE DEPARTMENT

The City and Town of Cedarburg's joint Cedarburg Fire Department was staffed, almost entirely, by volunteers until January 1, 2024 when the communities opted to shift to a paid-on-call model. This shift was one of several efforts undertaken to help address the Department's increasing demand for service and decreasing staffing.

CFD worked with Mueller Communications from August 2023 through April 2024 to educate the community **on the need for additional funding to support additional full-time firefighter-paramedic staff**. This education was done in three phases: first through a comprehensive report identifying potential funding options, then through an educational survey aimed to secure community input on referendum viability, and finally through a referendum education campaign targeting residents in both communities.

Following the 9-month effort – which included community information sessions, media outreach and news coverage, social media content, website content, direct mail, Town newsletters, and a video ad playing before each show at the Rivoli Theatre – **voters in both the City and Town of Cedarburg approved increases** in the property tax levies, allowing CFD to **add eight new firefighter-paramedics, maintain funding for two existing full-time staff members, and transition the Fire Chief to a full-time role.**

CASE STUDY

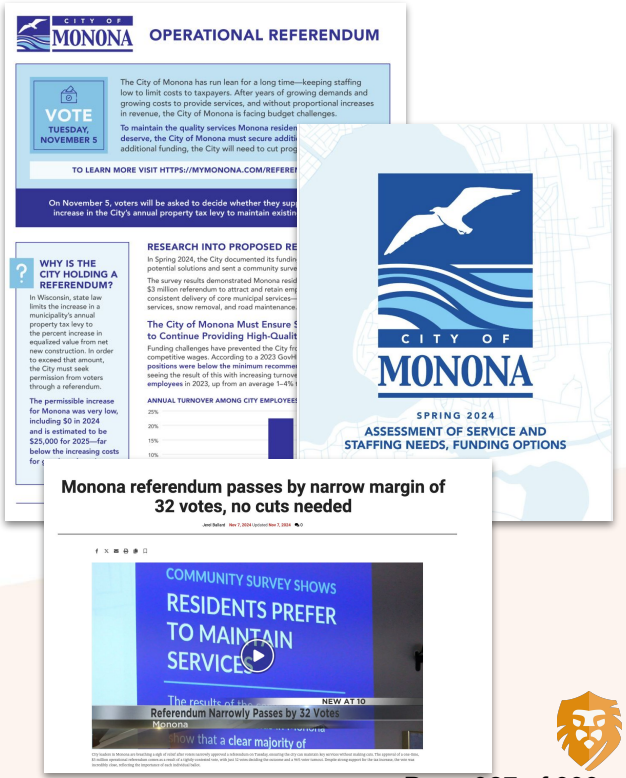
CITY OF MONONA

Despite running lean and being on solid financial footing, after years of growing demands and growing costs to provide services and without proportional increases in revenue, the City of Monona **faced budget challenges just maintaining existing services**.

To educate its community about the complex financial challenges it faced and work toward a solution, the City of Monona partnered with Mueller Communications to engage in a **three-phase, 11-month public education campaign** that began with a **comprehensive report presented to the Council**, continued with a **community-wide survey mailed to each household** in Monona to secure input from residents, and concluded with a **referendum-specific education campaign** once a referendum question was placed on Nov. 2024 ballots.

Mueller worked with the City to leverage a variety of communications tactics that help **ensure Monona residents received information about the referendum wherever they get their news**, including through direct mail, information session presentations, posters at key locations, social media content and traditional news media. Throughout the fall, Mueller continued to work closely with the City to manage topical questions and concerns, including about how other Dane County communities are facing similar challenges and about how the Monona-Grove School District funding situation is separate from the City.

As a result of the campaign, electors in the City of Monona ultimately voted to approve the increase in the property tax levy on the November 2024 ballot and increase funding to maintain existing City services.



CASE STUDY

SOUTH MILWAUKEE

A continuing decline in outside funding for paramedic services created **a significant, growing gap in the City of South Milwaukee's municipal budget that threatened its ability to provide local paramedic services and to adequately staff its police department** to meet all responsive and preventative responsibilities.

South Milwaukee worked with Mueller Communications to develop an Options Assessment to identify the potential solutions to the public safety funding challenges. Based on the findings of that assessment, Mueller worked with Community Perceptions to conduct a community survey to gather input on the community's preferred options. The Common Council voted to place a public safety referendum question on the Fall 2017 ballot and engaged Mueller Communications to assist with **a public information campaign in advance of a referendum vote.**

Between July and November, Mueller created and executed a campaign that included the development of educational materials, including key messages, fact sheets and infographics, and informational posters, and a website landing page that clearly conveyed the situation. With materials developed, the team prepared two direct mail pieces, drafted posts to share across South Milwaukee social media channels, and created presentations for the Mayor and City Administrator to share with community groups.

SOUTH MILWAUKEE

2017 Public Safety Referendum

WHAT IS ON THE BALLOT TUESDAY, NOVEMBER 7, 2017?

The South Milwaukee Common Council has unanimously approved an operating funds referendum question asking taxpayers to increase the tax levy by $616,641 to maintain current paramedic services and hire two additional police officers. The special election will be held on Tuesday, November 7. If approved by voters, homeowners would pay an additional $52 per year for every $100,000 of their home's value starting in 2018 and beyond.

The formal resolution requesting permission to exceed the state revenue limit will appear as follows on the November 7 ballot:

Under state law, the increase in the levy of the City of South Milwaukee for the tax to be imposed for the next fiscal year, 2018, is limited to .09%, which results in a levy of $10,734,142. Shall the City of South Milwaukee be allowed to exceed this limit and increase the levy for the next fiscal year, 2018, by a total of 5.73%, which results in a levy of $11,381,095?

WHY ARE WE PROPOSING THIS REFERENDUM NOW?

As South Milwaukee seeks to maintain its strong public safety services it faces a growing budget gap — as the demand for these services continues to rise, funding from current sources is either stagnant or decreasing.

The City must take action if it is to preserve locally provided paramedic services into the future. The City has also identified a need for additional police officers to deliver on the department's mission and address growing public safety needs.

We are responding directly to community input.

The City of South Milwaukee evaluated several funding options to maintain the first-class fire and police services residents have come to expect. As part of the decision-making process, the City solicited feedback via a community-wide survey. More than 1,350 residents responded, with the majority supporting an operational referendum.

VOTE NOVEMBER 7

city of South Milwaukee — Proud Past ... Promising Future

For additional background information, including the community survey results, visit the city website: www.smwi.org

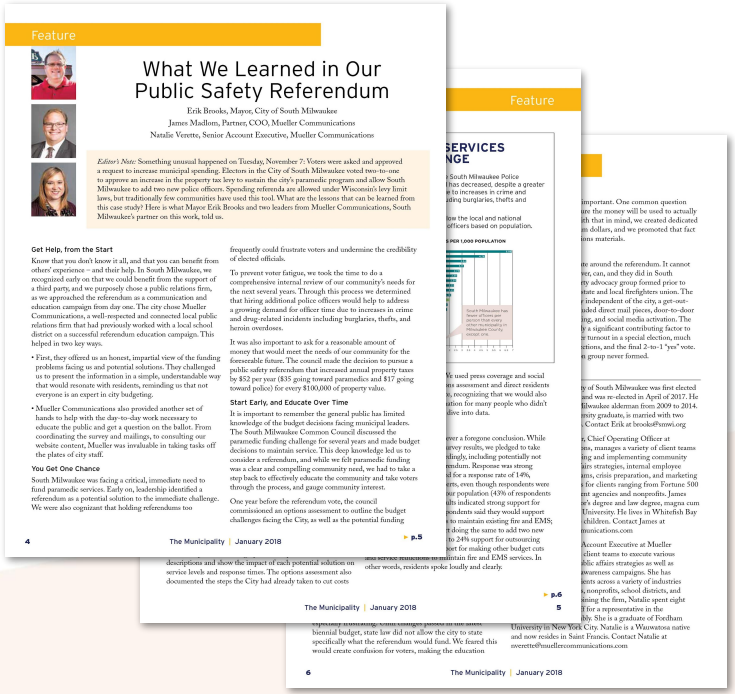
CONTINUED

CASE STUDY

SOUTH MILWAUKEE, CONT.

Electors in the City of South Milwaukee ultimately **voted two-to-one to approve the increase** in the property tax levy, sustaining the city's paramedic program and allowing South Milwaukee to add two new police officers.

Additional information about this effort is highlighted in the League of Wisconsin Municipalities' The Municipality magazine, in an article entitled "What We Learned in Our Public Safety Referendum."



Feature

What We Learned in Our Public Safety Referendum

Erik Brooks, Mayor, City of South Milwaukee
James Madlom, Partner, COO, Mueller Communications
Natalie Verette, Senior Account Executive, Mueller Communications

Editor's Note: Something unusual happened on Tuesday, November 7: Voters were asked and approved a request to increase municipal spending. Electors in the City of South Milwaukee voted two-to-one to approve an increase in the property tax levy to sustain the city's paramedic program and allow South Milwaukee to add two new police officers. Spending referenda are allowed under Wisconsin's levy limit laws, but traditionally few communities have used this tool. What are the lessons that can be learned from this case study? Here is what Mayor Erik Brooks and two leaders from Mueller Communications, South Milwaukee's partner on this work, told us.

Get Help, from the Start

Know that you don't know it all, and that you can benefit from others' experience – and their help. In South Milwaukee, we recognized early on that we could benefit from the support of a third party, and we purposely chose a public relations firm, as we approached the referendum as a communication and education campaign from day one. The city chose Mueller Communications, a well-respected and connected local public relations firm that had previously worked with a local school district on a successful referendum education campaign. This helped in two key ways.

- First, they offered us an honest, impartial view of the funding problems facing us and potential solutions. They challenged us to present the information in a simple, understandable way that would resonate with residents, reminding us that not everyone is an expert in city budgeting.
- Mueller Communications also provided another set of hands to help with the day-to-day work necessary to educate the public and get a question on the ballot. From coordinating the survey and mailings, to consulting our website content, Mueller was invaluable in taking tasks off the plates of city staff.

You Get One Chance

South Milwaukee was facing a critical, immediate need to fund paramedic services. Early on, leadership identified a referendum as a potential solution to the immediate challenge. We were also cognizant that holding referendums too frequently could frustrate voters and undermine the credibility of elected officials.

To prevent voter fatigue, we took the time to do a comprehensive internal review of our community's needs for the next several years. Through this process we determined that hiring additional police officers would help to address a growing demand for officer time due to increases in crime and drug-related incidents including burglaries, thefts, and heroin overdoses.

It was also important to ask for a reasonable amount of money that would meet the needs of our community for the foreseeable future. The council made the decision to pursue a public safety referendum that increased annual property taxes by $52 per year ($35 going toward paramedics and $17 going toward police) for every $100,000 of property value.

Start Early, and Educate Over Time

It is important to remember the general public has limited knowledge of the budget decisions facing municipal leaders. The South Milwaukee Common Council discussed the paramedic funding challenge for several years and made budget decisions to maintain service. This deep knowledge led us to consider a referendum, and while we felt paramedic funding was a clear and compelling community need, we had to take a step back to effectively educate the community and take voters through the process, and gauge community interest.

One year before the referendum vote, the council commissioned an options assessment to outline the budget challenges facing the City, as well as the potential funding

p.5

4 The Municipality | January 2018

Feature

SERVICES
NGE

South Milwaukee Police
has decreased, despite a greater
e to increases in crime and
ding burglaries, thefts and

ow the local and national
officers based on population.

5 PER 1,000 POPULATION

We used press coverage and social
ns assessment and direct residents
s, recognizing that we would also
ation for many people who didn't
ive into data.

ver a foregone conclusion. While
urvey results, we pledged to take
hough, including respondents were
endum. Response was strong
d for a response rate of 14%,
ers, even though respondents were
ur population (43% of respondents
ds indicated strong support for
ondents said they would support
to maintain existing fire and EMS;
doing the same to add two now
to 24% support for outsourcing
ort for making other budget cuts
ast service reduction is to maintain fire and EMS services. In
other words, residents spoke loudly and clearly.

p.6

The Municipality | January 2018 5

important. One common question
re the money will be used to actually
th that in mind, we created dedicated
n dollars, and we promoted that fact
ions materials.

re around the referendum. It cannot
ver, can, and they did in South
ty advocacy group formed prior to
tate and local firefighters union. The
r independent of the city, a get-out-
ided direct mail pieces, door-to-door
g, and social media activation. The
y a significant contributing factor to
t turnout in a special election, much
ctions, and the final 2-to-1 "yes" vote.
s group never formed.

y of South Milwaukee was first elected
and was re-elected in April of 2017. He
lwaukee alderman from 2009 to 2014.
unity graduate, is married with two
. Contact Erik at brooks@smwi.org

, Chief Operating Officer at
ns, manages a variety of client teams
ing and implementing community
ies strategies, internal employee
ons, crisis preparation, and marketing
for clients ranging from Fortune 500
nt agencies and nonprofits. James
's degree and law degree, magna cum
University. He lives in Whitefish Bay
children. Contact James at
mmications.com

Account Executive at Mueller
client teams to execute various
blic affairs strategies as well as
wareness campaigns. She has
ents across a variety of industries
, nonprofits, school districts, and
ining the firm, Natalie spent eight
. For a representative in the
ty. She is a graduate of Fordham
University in New York City. Natalie is a Wauwatosa native
and now resides in Saint Francis. Contact Natalie at
nverette@muellercommunications.com

6 The Municipality | January 2018

CASE STUDY

VILLAGE OF GERMANTOWN

The Villages of Germantown and Richfield commissioned studies from hydrogeologists that provided insight on the potential impacts and benefits of extending services from Germantown Water and Sewer Utilities to new paying customers in Richfield.

The Village of Germantown worked with Mueller Communications between August 2022 and November 2022 to **educate the community on the need for a referendum question to approve an Intergovernmental Agreement (IGA)** on November 8, 2022 that would determine whether the Village should provide water and sanitary sewer service for a fee to customers in a portion of the Town of Buchanan.

Mueller created and executed a campaign that included the development of educational materials, including key messages, fact sheets and infographics, and updates to the Village of Germantown website that clearly conveyed the situation. With materials developed, the team prepared two direct mail pieces, drafted posts to share across Germantown social media channels, and created an informational presentation to share with community groups and city council members.

Electors in the Village of Germantown voted to approve the IGA, allowing Germantown to provide water and sanitary sewer service for a fee and on an ongoing basis to customers in the Northeast Corridor of the Town of Buchanan, ultimately expanding Germantown's water and sewer services customer base and enhancing economic growth in the area.

CASE STUDY

TOWN OF YORKVILLE

With economic development projects changing the landscape in Racine County, the Town of Yorkville recognized its unique position and opportunity to attract additional development.

In anticipation of this possibility, **the Town sought to protect resident interests by incorporating and updating the Town's comprehensive plan. This measure required a referendum.**

To educate the community about these processes and the benefits Yorkville may see if they proceed, the Town hired Mueller Communications to **provide communications counsel and produce informational materials.** These efforts included drafting and designing materials, including a fact sheet outlining the incorporation process, the referendum, and its impact on municipal governance, creating a presentation and facilitating a public information meeting, and coordinating media interviews regarding the incorporation process.

Voters in Yorkville favored incorporating the Town by a wide margin, with 95% of the population voting in favor (1,060 voting "yes" and only 54 voting "no.")

The Journal Times | Yorkville to host meeting ahead of incorporation referendum

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Yorkville to host meeting ahead of incorporation referendum

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Journal Times staff Feb 21, 2018 0

YORKVILLE — The Town of Yorkville will host a public informational meeting Thursday, Feb. 22, about a proposed referendum to incorporate the town as a village.

The meeting will take place from 6-8 p.m. in the large gymnasium at Yorkville Elementary School, 18621 Washington Ave. A short presentation during which residents can learn about the proposed incorporation will be made at 6:15 p.m., according to a press release from the town.

The referendum question is set to be on the April 3 ballot.

If the referendum passes, adjacent incorporated villages — Mount Pleasant, Union Grove and Somers — would not be able to annex parts of Yorkville into

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OFFICIAL MINUTE PROCEEDINGS
REGULAR MEETING

DRAFT

MEETING:	Committee of the Whole
DATE/TIME:	Monday, November 3, 2025 at 5:15 PM
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403

MEMBERS:

Carol Lukens	Lisa Rasmussen
Micheal Martens	Sarah Watson
Terry Kilian	Vicki Tierney
Tom Neal	Lou Larson
Aaron Griner	Chad Henke
Becky McElhaney	Doug Diny

1 Call to order by the presiding officer.

Members Present: Lisa Rasmussen, Carol Lukens, Michael Martens, Tom Neal, Aaron Griner, Becky McElhaney , Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke, Doug Diny
Members Not Present:
Members Excused: Terry Kilian
Present Voting 10, Present Not Voting 1, Absent 0, Excused 1

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:16 PM.

2 Reading of the City of Wausau Public Comment Statement.

3 Comments and suggestions from preregistered citizens.

(Any person wishing to offer public comment on items unrelated to items appearing on the agenda must pre-register by providing a name and address in writing to the City Clerk's Office or chair of a standing committee. Public comments must be limited to items on the agenda if not pre-registered.)

Kathy Strasser, Police and Fire Commission President, 612 Green Vistas Dr, Wausau — in support of firefighter staffing and resources.

4 Presentations

Fire Chief Jeremy Kopp on the Contributing Factors and Considerations on Maintaining Current Staffing within the Wausau Fire Department.

Presentation by Fire Chief Jeremy Kopp.

Staff from Mueller Communications on their Updated Referendum Education Proposal.

James Malom & Kaitlin Bross from Mueller Communications presented their updated proposal for referendum services.

Alder Martens was excused from the meeting.

5 Discussion and possible action.

Approving Asking a Referendum Question on the April 7, 2026, Spring Election Ballot to Retain 12 Firefighters.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion

Passed 9-0.

Approving the Retention of Mueller Communications for Referendum Services.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve retention of Mueller Communications reduced by 1 mailer with an approximate saving of $12,000 to $52,826. Motion Passed 5-4 by roll call vote, with Alderperson Neal, Alderperson Griner, Alderperson McElhaney, and Alderperson Tierney opposed.

6 Adjournment

Motion by Alderperson Watson, seconded by Alderperson Henke, to Adjourn. Motion Passed 8-0.

For full meeting video on YouTube: https://www.youtube.com/watch?v=xxMRPGDA84U

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