



OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **MEETING OF THE FINANCE COMMITTEE**
Date/Time: **Tuesday, May 13, 2025, at 5:15 PM**
Location: **City Hall (407 Grant Street) - Council Chambers**
Finance Members: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

FINANCE COMMITTEE AGENDA ITEMS

- 1 Minutes of the previous meeting (04/22/2025).
- 2 Discussion and possible action approving budget modification for carryover of Capital Project Funds from 2024 to 2025.
- 3 Discussion and possible action Authorizing the Issuance and Sale of Up to \$2,172,756 taxable general obligation water System promissory notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto, and approval of related \$4,922,191 financial assistance agreement.
- 4 Discussion and possible action accepting the 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award.
- 5 Discussion and possible action approving 3-year contract with Allied Cooperative, Inc. for purchasing fuel.

Adjourn

Gary Gisselman, Vice Chairperson

NOTICE: It is possible that a quorum of members of other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

Any person wishing to offer public comment who does not appear in person to do so, may e-mail kody.hart2@ci.wausau.wi.us with "Finance Committee Public Comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom 05/09/2025 at 4:00 PM.

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

FINANCE COMMITTEE

Date and Time: Tuesday, April 22, 2025, at 5:15 p.m., Maple Room

Finance Committee Members Present: Michael Martens (C), Gary Gisselman (VC) (left at 6:42 p.m.),

Becky McElhaney, Chad Henke, Vicki Tierney

Economic Development Committee Members: Carol Lukens (C), Chad Henke (VC),

Gary Gisselman (left at 6:42 p.m.), Terry Kilian, Vicki Tierney

Others Present: Maryanne Groat, Anne Jacobson, Randy Fifrick, Andrew Lynch, Eric Lindman, Kody Hart, John Chmiel, Nate Cihlar, Matt Barnes, Tammy Statz.

JOINT AGENDA ITEM FOR CONSIDERATION WITH THE ECONOMIC DEVELOPMENT COMMITTEE

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:15 p.m.

Without objection, this item was taken out of order from the agenda.

Noting the presence of a quorum Chairperson Lukens called the meeting to order at 5:15 p.m.

Discussion and possible action for purchasing property at 201 N 1st Street and 901 & 1021 Cherry Street in the City of Wausau.

Kilian stated concerns with the purchase of the property and its proximity to a superfund site and the groundwater testing of the property.

Tierney questioned if this site could be utilized for a new fleet facility location. It was stated the site could still be utilized for the purpose. Tierney also stated concerns with environmental factors of the location.

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 purchasing property at 201 N 1st Street and 901 & 1021 Cherry Street in the City of Wausau.

Lukens stated the committees would go into closed session as to not negatively impact the city's bargaining position.

Motion by Henke, seconded by Tierney, to convene the Finance Committee in Closed Session.

Roll Call Vote - Yes: Gisselman, Tierney, Henke, McElhaney, Martens; No: None. Motion carried 5-0.

Motion by Kilian, seconded by Tierney, to convene the Economic Development Committee in Closed Session.

Roll Call Vote – Yes: Gisselman, Tierney, Henke, Kilian, Lukens; No: None. Motion carried 5-0.

CONVENED into Closed Session

Adjourn

Motion by Henke, seconded by Kilian, to adjourn the meeting of the Economic Development Committee. Motion carried. Economic Development Committee adjourned at 6:00 p.m.

Gisselman was excused for the rest of the meeting.

RECONVENED into Open Session

Minutes of the previous meeting (04/08/2025).

Motion by Tierney, seconded by McElhaney, to approve. Motion carried 4-0.

Discussion and possible action regarding Tax Incremental District No. 3 Project Plan Amendment in Order to Add Projects and Project Costs.

Motion by Henke, seconded by Tierney, to approve the TID #3 project plan amendment and the projects. Motion carried 4-0.

Discussion and possible action approving Project Plan Amendment 3 of Tax Increment District #7 to serve as a donor district to Tax Increment District #12.

Motion by Henke, seconded by McElhaney, to approve plan amendment 4 for TID #7. Motion carried 4-0.

Discussion and possible action regarding Tax Incremental District No. 8 Project Plan Amendment in Order to Add Projects and Project Costs.

Motion by Henke, seconded by McElhaney, to approve TID #8 project plan amendment. Motion carried 3-1, with Tierney opposed.

Discussion and possible action approving sole source request for Agenda Management Software with Civic Plus for the Clerk's Office.

Motion by Henke, seconded by Tierney, to approve the sole source request for the software. Motion carried 4-0.

Discussion and possible action approving construction of hanger at Wausau Municipal Airport (Kocourek).

Motion by Tierney, seconded by Henke, to approve. Motion carried 4-0.

Discussion and possible action approving budget modification for purchase of Axon AI Redaction Assistant tool.

Tierney questioned if the price point was the final contracted quoted price. It was stated this would be a locked in price that would not increase until after the current contract is renewed.

Martens stated this would be an increasing need as the open record requests continue to come in. Martens questioned the funding mechanism. It was stated the finance director would find funding.

Motion by Tierney, seconded by McElhaney, to approve. Motion carried 4-0.

Discussion and possible action approving budget modification for the Public Safety Building Chiller Replacement Project.

Motion by Henke, seconded by Tierney, to approve. Motion carried 4-0.

Discussion and possible action approving budget modification for the purchase of Two Paratransit Vans, One Paratransit Shuttle Bus and Two Non-Revenue Vehicles with CARES Funds.

Motion by McElhaney, seconded by Henke, to approve. Motion carried 4-0.

Discussion and possible action on the Memorandum of Understanding between the City of Wausau and Marathon County Health Department for the Lead Hazard Reduction Capacity Building Grant.

Motion by Henke, seconded by McElhaney, to approve. Motion carried 4-0.

Adjourn

Motion by Henke, seconded by Tierney, to adjourn the meeting. Motion carried. Meeting adjourned at 6:40 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=76pi4hGTWaA>

Project/Program	Amount	*Fund	*Cost Center	Spend Category
2024-2025 CIP 13/31 Runway Reconstruction/Signage/LED upgrade	\$80,666.40	400 Capital Projects Fund	53512 Airport Capital Projects	58243 Airport Runways, Taxiways and Aprons
City Facility Projects	\$18,003.37	451 Central Capital Purchasing Fund	57141 Facilities Capital	58220 General Municipal Buildings
Small Park Projects	\$15,874.67	451 Central Capital Purchasing Fund	55206 City Parks Capital Outlay	52192 Other Professional Services
CCITC_002 Video Upgrade Program	\$57,991.00	451 Central Capital Purchasing Fund	51406 IT Capital Plan	58132 IT Equipment and Hardware - Capital
Wausau Software - Projects in Process	\$115,257.00	400 Capital Projects Fund	51406 IT Capital Plan	58133 Software - Capital
Able Stormwater Lift Station	\$88,000.00	440 Capital Projects Fund - Bond Proceeds	57336 Storm Water Capital Projects	58250 Storm Sewers
CCITC_004 Network Upgrade Program	\$14,700.00	451 Central Capital Purchasing Fund	51406 IT Capital Plan	58132 IT Equipment and Hardware - Capital
CCITC_001 PC Replacement Program	\$14,700.00	451 Central Capital Purchasing Fund	51406 IT Capital Plan	58132 IT Equipment and Hardware - Capital
DOT East Wausau Ave - 6th St to 18th St	\$92,193.39	440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	52904 DOT Project Services/Charges
DOT - Grand Avenue Intersections Engineering	\$126,356.82	440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	58231 Streets/curb/gutter - state
DOT W Wausau Ave - 10th to Stevens Dr	\$155,327.69	440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	52150 Architectural, Engineering and Planning Services
DOT N 18th Street Asphalt Overlay	\$128,368.25	440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	52904 DOT Project Services/Charges
DOT - Grand Avenue from Lakeview to Kent Street	\$54,391.58	440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	58231 Streets/curb/gutter - state
2025 Parks Rolling Stock	\$5,065.68	400 Capital Projects Fund	55206 City Parks Capital Outlay	58191 Other Capital Equipment-Rolling Stock
2023 Airport Pavement Rehabilitation Project	\$37,500.00	400 Capital Projects Fund	53512 Airport Capital Projects	58243 Airport Runways, Taxiways and Aprons
2024-2025 CIP Taxiway/Apron Rehab Signage and LED Lighting	\$82,500.00	400 Capital Projects Fund	53512 Airport Capital Projects	58243 Airport Runways, Taxiways and Aprons
Total	\$1,086,895.85			

NON-LAPSING FUNDS

In addition to the above carryovers the following funds are considered non-lapsing and committed:

230 Grants Fund	400 Capital Improvement Fund
232 HUD Mortgage Program Fund	451 Central Capital Purchasing
233 DLAD Mortgage Program Fund	251 Room Tax Fund
234 HCRI Fund	252 Public Access Fund
235 Economic Development Fund	253 Recycling Fund
236 Federal Rental Rehabilitation Fund	215 ARPA Fund
237 WRRP Rehabilitation Fund	650 Water Utility Fund
238 Environmental Fund	660 Sewer Utility Fund
289 Hazardous Materials Funds	690 WATS Fund
300 Debt Service Fund	680 Parking Fund
239 Home Program Income Fund	670 Airport Fund
240 Home Rental Rehab Fund	267 Animal Control Fund
241 Home Administration Fund	770 Motor Pool Fund
242 Neighborhood Stabilization Fund	771 Insurance Fund
244 WRRP Administration Fund	773 Employee Benefits Fund
440 Capital Projects Fund	287 EMS Grant Fund
243 Housing Stock Improvement Fund	277 400 Block Fund
403 Tax Increment District Number Three Fund	801 Cemetery Trust Fund
407 Tax Increment District Number Seven Fund	290 Other Trust Fund
408 Tax Increment District Number Eight Fund	
409 Tax Increment District Number Nine Fund	
410 Tax Increment District Number Ten Fund	
411 Tax Increment District Number Eleven Fund	
412 Tax Increment District Number Twelve Fund	

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2025 Budget – Carryover of Capital Project Funds from 2024 to 2025

Committee Action: Approved 5-0

Fiscal Impact (2020): This action will modify the 2025 budget by re-establishing unspent project funds.

File Number: 24-1109

Date Introduced: May 27, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: 2024 Budget Carryovers</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$1,086,895.85</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the Finance Committee has received a request to carry forward certain 2024 budget appropriations for uncompleted projects and contractual obligations and non-lapsing committed fund balances as outlined in Exhibit A, thus modifying the 2025 budget, and

WHEREAS, your Finance Committee has reviewed and recommends the list of non-lapsing and committed funds as noted in Exhibit A

WHEREAS, the Finance Committee has reviewed the requests and recommends carry forward appropriations and the modification of the 2025 budget presented in Exhibit A, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2025 budget as presented.

Approved:

Doug Diny Mayor

DRAFT

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

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 10/24

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

\$4,922,191 With up to \$2,749,435 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of June 11, 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. 4930-14

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	10
Section 3.03.	Municipal Obligations 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	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	13
Section 4.03.	Performance Bonds	13
Section 4.04.	Completion of the Project	14
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	18

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	19
Section 6.05.	Execution in Counterparts	19
Section 6.06.	Applicable Law	19
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 June 11, 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 29, 2023, 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 the Municipality.

"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 \$2,749,435.

"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. 4930-14 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 completed which was December 31, 2024.

"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 of the Municipality 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) Reserved.
- (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 2024 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 \$2,172,756 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 actual Substantial Completion date of the Project was December 31, 2024.

(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 \$4,922,191 with Principal Forgiveness of \$2,749,435 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 \$2,172,756. 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 \$2,749,435; 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 The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a general obligation evidenced by issuance of taxable general obligation notes pursuant to ch. 67, Wis. Stats.

Section 3.03. Municipal Obligations Amortization Principal and interest payments on the Loan and therefore the Municipal Obligations issued to secure the Loan 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 June 11, 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 term of the Municipal Obligations shall be for no longer than ten (10) years from the date of this FAA and shall mature and be fully amortized not later than ten (10) 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 not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent, except that Municipal Obligations may be prepaid in their entirety after the project has been officially closed out by the DNR. Such prepayment must occur on a May 1 or a November 1.
- (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 irrevocable 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;
- (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; and
- (4) if the Project included work performed under a municipally-bid contract, certify to DNR its acceptance of the Project from its contractors, subject to claims 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."

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 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

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. 4930-14

	Total Project Costs	Ineligible Costs Paid with Municipal Funds	Eligible SDWLP Costs Paid with Municipal Funds	SDWLP Total Award Amount for this Project
Force Account	0.00	0.00	0.00	0.00
Interim Financing	0.00	0.00	0.00	0.00
Preliminary Engineering	303,409.00	0.00	0.00	303,409.00
Land or Easement Acquisition	0.00	0.00	0.00	0.00
Engineering/Construction Mgmt.	1,674,196.74	251,407.00	82,953.73	1,339,836.01
Construction/Equipment	21,966,473.00	0.00	18,970,875.00	2,995,598.00
Contingency	116,518.62	0.00	0.00	116,518.62
Miscellaneous Costs	165,079.37	0.00	18,250.00	146,829.37
SDWLP Closing Costs	20,000.00	0.00	0.00	20,000.00
TOTAL	\$24,245,676.73	\$251,407.00	\$19,072,078.73	\$4,922,191.00
Principal Forgiveness Amount (A)				\$2,749,435.00
Net SDW Loan Amount				\$2,172,756.00

A = Principal Forgiveness provided for private side LSL replacements, outreach, and filters are at 75% Principal Forgiveness; all remaining project costs are at 20% Principal Forgiveness.

City of Wausau, Wisconsin**Exhibit B**

Project # 4930-14 Safe Drinking Water Loan Program

Loan Closing Date:

June 11, 2025

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-Nov-25	0.00	0.250%	2,112.40	2,112.40	0.00	2,112.40
1-May-26	214,842.44	0.250%	2,715.95	217,558.39	219,670.79	0.00
1-Nov-26	0.00	0.250%	2,447.39	2,447.39	0.00	220,005.78
1-May-27	215,379.54	0.250%	2,447.39	217,826.93	220,274.32	0.00
1-Nov-27	0.00	0.250%	2,178.17	2,178.17	0.00	220,005.10
1-May-28	215,917.99	0.250%	2,178.17	218,096.16	220,274.33	0.00
1-Nov-28	0.00	0.250%	1,908.27	1,908.27	0.00	220,004.43
1-May-29	216,457.79	0.250%	1,908.27	218,366.06	220,274.33	0.00
1-Nov-29	0.00	0.250%	1,637.70	1,637.70	0.00	220,003.76
1-May-30	216,998.93	0.250%	1,637.70	218,636.63	220,274.33	0.00
1-Nov-30	0.00	0.250%	1,366.45	1,366.45	0.00	220,003.08
1-May-31	217,541.43	0.250%	1,366.45	218,907.88	220,274.33	0.00
1-Nov-31	0.00	0.250%	1,094.52	1,094.52	0.00	220,002.40
1-May-32	218,085.29	0.250%	1,094.52	219,179.81	220,274.33	0.00
1-Nov-32	0.00	0.250%	821.92	821.92	0.00	220,001.73
1-May-33	218,630.50	0.250%	821.92	219,452.42	220,274.34	0.00
1-Nov-33	0.00	0.250%	548.63	548.63	0.00	220,001.05
1-May-34	219,177.07	0.250%	548.63	219,725.70	220,274.33	0.00
1-Nov-34	0.00	0.250%	274.66	274.66	0.00	220,000.36
1-May-35	219,725.02	0.250%	274.66	219,999.68	220,274.34	219,999.68
Totals	2,172,756.00		29,383.77	2,202,139.77	2,202,139.77	2,202,139.77
Net Interest Rate				0.2500%		
Bond Years				11,753.4976		
Average Life				5.4095		

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

05-May-25 Wisconsin Department of Administration

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/>.

<u>Available Report</u>	<u>Information Provided</u>
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. 4930-14 (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. 4930-14 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: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

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

Dated as of: _____

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 Department 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
City of Wausau

Project Number
4930-14

Project Description
BIL SFY24 LSL Program

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No ☒				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				

* 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. 4930-14

1. **Project Description:** This Project replaced a total of 604 private side Lead Service Lines (LSL) and 5 public side LSLs. The Municipality chose to focus this project in disadvantaged census tracts 5, 6.01, 6.02, 7, and 8 in Marathon County. The construction contract for this project covers multiple years with the Municipality intending to apply for LSL funding for each year separately. The costs for the future years are currently included in the budget as part of the Eligible SDWLP Costs Paid with Municipal Funds.

This project utilized 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 the prime construction contract.

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 \$251,407.00 was identified as ineligible for federal loan funding. These costs come from the Community Infrastructure Partners contract that covers professional services.

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 and professional services costs that span multiple years with the Municipality choosing to apply for LSL funding for each year separately. These costs are identified in the Eligible SDWLP Costs Paid with Municipal Funds column of the budget sheet for a total of \$19,072,078.73. Remaining amounts from several professional services contracts that came in under budget are also included in this total.

4. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$146,829.37 is included in the Miscellaneous category for:

Source	Amount	Work Covered
Godfrey Kahn	\$54,373.00	Legal Fees
Community Infrastructure Partners	\$14,698.37	Financing
120 Water	\$77,758.00	Filters and Inventory/Outreach Management System

5. Contingency Allowance: The Contingency allowance of \$116,518.62 is being provided for eligible construction work completed under this FAA. The Municipality must obtain DNR approval of change orders prior to requesting reimbursement.
6. DBE Good Faith Effort: 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 (DBE). Five Star Energy Services had anticipated subcontracting with Bush Management Company DBA Bush Companies for an estimated \$200,000.00. However, during construction Bush Management Company DBA Bush Companies did not perform subcontracting work for this Project.
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 assessment has been completed for this Project that resulted in Categorical Exclusion with recommendations. A construction site storm water permit is required if contiguous Project area exceeds one acre.
10. Principal Forgiveness (PF): This Project has private side construction costs, filters provided to property owners receiving partial or full LSL replacements and outreach costs that are eligible to receive Principal Forgiveness at 75%. The total amount of the private side PF provided on this Project is \$2,494,364.00. This 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 public side LSL replacements and professional services that are eligible to receive Principal Forgiveness at 20%. The total amount of the remaining costs PF provided on this Project is \$255,071.00; remaining costs PF was capped at the amount allocated on the funding list. The combined total of private side and remaining costs PF is \$2,749,435.00.
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.
 - o Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - o Provide information about the health effects of lead.
 - o 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.

GRANT AWARD NUMBER: 15PBJA-24-GG-04681-JAGX

THE STATE OF WISCONSIN

KNOW ALL BY THESE PRESENT

COUNTY OF MARATHON

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF WAUSAU, WISCONSIN AND COUNTY OF MARATHON, WISCONSIN

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award

This agreement is made and entered into this 5th day of May, 2025 by and between the COUNTY of Marathon, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Wausau, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Marathon County, State of Wisconsin, witnesseth:

WHEREAS, this agreement is made under the authority of Section Wis. Statutes §66.0301 Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of the agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

Marathon County will serve as the fiscal agent for the dispersion of the \$15,271 of JAG funds and will not request Administrative Funds from the JAG grant for this fiscal responsibility.

Section 2.

Marathon County and the City of Wausau will share the JAG funds in which these funds will be used to jointly purchase "GrayKey" software. Wausau Police Department and the Marathon County Sheriff's Office agree each government entity is responsible for costs which exceed their eligible amount. The City and County agree to use this grant amount until the end of the grant, September 30, 2025.

GRANT AWARD NUMBER: 15PBJA-24-GG-04681-JAGX

Section 3.

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 4.

Nothing in performance of this agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

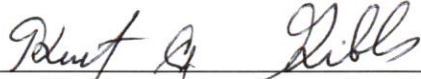
The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 7.

By entering into this agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

CITY OF WAUSAU, WISCONSIN/COUNTY OF MARATHON, WISCONSIN

Mayor Doug Diny


County Board Chairman Kurt Gibbs

ATTEST: APPROVED AS TO FORM:

City Clerk Kaitlyn Bernarde


County Corporation Counsel Michael Puerner

APPROVED AS TO FORM: _____

Contract Authorization

City Attorney Anne Jacobson

*By law, the Marathon County Corporation Counsel may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2024 Byrne Justice Assistance Grant Program Award.

Committee Action: Approved

Fiscal Impact: Grant award of \$15,271.00

File Number: 25-

Date Introduced: May 27th, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and eligible units of local government; and

WHEREAS, applications were due in response to a FY 2024 Local Solicitation from the Bureau of Justice Assistance (U.S. Department of Justice), in 2025; and

WHEREAS, the Wausau Police Department and Marathon County Sheriff’s Department submitted a grant application to the JAG Program for the purchase of qualifying equipment for “criminal justice,” – activities pertaining to the enforcement of the criminal law, including, but not limited to, police efforts to apprehend criminals – i.e., digital forensic computer software utilized in the processing and unlocking of cell phones; and

WHEREAS, an Interlocal Agreement between the City of Wausau and County of Marathon, made pursuant to the authority granted under s. 66.0301, Wis. Stats., in the amount of \$15,271.00, has been received; and

WHEREAS, your Finance Committee on May 13th, 2025, received public comment and recommended acceptance of the grant; and

WHEREAS, each governing body finds that the performance of the agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute an Interlocal Agreement between the City of Wausau and

County of Marathon for the FY 2023 Byrne Justice Assistance Grant (JAG) Program Award in the amount of \$15,271.00

Approved:

Doug Diny, Mayor

Bid For Fuel:

CONTRACT COMMITMENT: Any contracts resulting from this bid shall be binding upon the successful bidder(s) and their successors and permitted assigns.

ALLIED COOPERATIVE, INC

CITY OF WAUSAU

2327 W Veterans Pkwy

400 MYRON ST

Marshfield WI, 54449

WAUSAU WI 54401

FUEL BID – CITY OF WAUSAU This entire Bid document must be returned, with all the appropriate lines and spaces filled-in with the required information.

CONTRACT LENGTH: The length of this contract will be for three (3) consecutive years. The start date of the contract is (to be inserted upon contract approval). City of Wausau may terminate this bid with a 30-day written notice at any time.

BID PRICE: This is a cost-plus contract. Price will be good for all City of Wausau agencies. The Bid price will include the following:

- **Transport Deliveries:** Daily rack gross price per gallon plus **\$0.0025** (1/4 cent) margin for all fuel delivered to City of Wausau), (Junction City, Wisconsin terminal location).
- **Bulk Deliveries:** Daily gross rack price plus **\$0.139** cents (less than transport loads). Markup is based on Junction City Terminal pricing gross rack. This would be in the event of smaller fuel deliveries (less than a full load, if required). All deliveries shall be billed at transport pricing unless a situation arises that requires a smaller delivery. For example, the transport tank was not working, and Allied Cooperative supplied a temporary tank on site.

Delivered Costs (in addition to mark-up)

- Product (expressed as gross rack price, changes daily)
- Inspection Fee, Oil Spill Fee & Superfund Recovery Fee (.02 cents per gal, .0021 cents per gal, .0039 cents per gallon, respectively)
- State tax (.309 cents/gal on gasoline and diesel)
- Transportation fees; all City of Wausau locations: (\$0.0340 diesel freight) (\$0.0288 gasoline freight), 31% fuel surcharge (fuel surcharge may be subject to change with fuel pricing). All other costs are fixed.
- Split load fees: detail if variable for different City of Wausau locations (address locations detailed in bid specification (\$25 per split load). Waived if tanks are monitored/keep fill. We will assume costs of delivery above and beyond any costs listed above, including split load fees and demurrage.
- Additives; detailed list below

Example A:**Rack price 5/6/24 (Diesel Fuel & Gasoline)**

	Rack Price	Freight Rate	Fuel Surcharge (%)	Fuel Surcharge (\$)	Oil Spill	Superfund Rec Fee	Inspection Fee	Margin		State Tax	State Tax Exempt? (Place a Y)	Federal Tax	Federal Tax Exempt? (Place a Y)		Customer Price
City of Wausau #2 FH Clear	\$2.0849	\$0.0340	32.000%	\$0.01088	\$0.0021	\$0.0039	\$0.0200	\$0.0025		\$0.3090	n	\$0.2440	y		2.467
City of Wausau 87 FH No ETH	\$2.3650	\$0.0288	32.000%	\$0.00922	\$0.0021	\$0.0039	\$0.0200	\$0.0025		\$0.3090	n	\$0.1840	y		2.741

In this example, the rack price for clear diesel is \$2.0849, and the final delivered price with tax is \$2.467 after all fees and transportation costs.

The example also shows the rack price for gasoline (87 non ethanol) is \$2.365 and the final delivered price is \$2.741 after all fees and transportation costs.

All pricing will follow this model, only the rack pricing will change for each product.

SPECIFIED FUEL:

- Diesel #2; (or) Cenex Roadmaster XL
- Diesel #2; Cenex Roadmaster XL or equivalent with cold flow improver when applicable
- Diesel #1; for blending in cold conditions when applicable

Premium Fuel Option: City of Wausau may wish to use their additive or may substitute Cenex Premium Diesel (Roadmaster XL) for 3-5 cents per gallon (depending on seasonality).

- Gasoline, 87 octane, non-ethanol.

Roadmaster XL is terminally injected and contains the following additives:

Injection stabilizer

Detergents (Cummins L10, DW10A,B,C Tests A Rating)

Cetane improver- minimum 48

Lubricity improver (20% improvement)

Demulsifiers (water treatment)

Corrosion inhibitors

Storage stabilizers

Winter Additive* (Nov-April)

FUEL TANK MONITORS Fuel tank monitors will be provided and installed at no cost for the City of Wausau facilities. Allied Cooperative will have 24-hour accessibility to monitors for view of current fuel meter levels.

FUEL ORDERING Allied Cooperative will communicate weekly with City of Wausau purchasing agent to determine if fuel is required. If fuel is required, a purchase order number may be provided by the purchasing agent if desired, and the supplier will determine a fuel order date that is most cost effective. City of Wausau acknowledges any fuel delivery date recommendation is based on past and current fuel market trends and will not be binding. Allied Cooperative will blend fuel for winter conditions as needed or determined by the city.

FUEL DELIVERY Orders must be able to be placed by telephone or email or may be fully automated with the use of monitors if desired. If using additives, additive should be staged near the tank (advanced notification will be given for all deliveries when additives are to be blended). All fuels ordered shall be

received within 2 business days of placing the order unless the City of Wausau specifically requests a delayed delivery schedule (or in the case of monitored keep fill). Allied Coop agrees to be able to provide “split load” delivery of different products to the same site locations and/or “split load” delivery of same product between locations.

Allied Cooperative, Inc., must comply with SPCC Plan (Spill prevention, control, and countermeasure plan) anytime delivering fuel. Documentation can be obtained upon request. 13.

EMERGENCY SERVICES GUARANTEE: Allied Cooperative, Inc. shall be ready to respond to emergencies should the need arise. Allied Cooperative, Inc. agrees to provide fuel in emergency situations where required and shall be responsible for ensuring the City of Wausau can continue operations. Emergency service shall be available 24 hours a day, 365 days a year. Deliveries outside of normal conditions and in extenuating circumstances may be subject to additional fees at the discretion of Allied Cooperative, Inc. CAP: After hours and or special service fees shall be capped at \$250.00 per incident.

INVOICING OF PRODUCT City of Wausau will receive a receipt of invoice from vendor within three (3) business days of receipt of product. Invoices are due within 10 days of receipt of product. Exceptions may be granted at the discretion of Allied Cooperative, Inc. if needed. CAP: Interest shall not exceed 18.99% per month on past due invoices.

CONTRACT PRICING Allied Cooperative will have available to City of Wausau fuel contract pricing. The contract pricing must be offered as a direct option through the bidding vendor or the manufacturer they represent. Contracting is optional and may be available at the discretion of the City of Wausau.

MARKETS Allied Cooperative will provide market advice and time loads, when possible, to purchase advantageously for the City of Wausau. These services are provided as part of the contract for no additional fees. This includes short-term contracts (1 day prompt contracts) and spot purchasing decisions based on markets and tank volumes.

REFERENCE MANUALS Allied Cooperative, Inc. will supply City of Wausau with SDS sheets for all fuels supplied.

FORCE MAJEURE Neither party shall be liable for any failure or delay in performance under this Contract (except for the obligation to pay amounts due) to the extent said failure or delay is caused by acts of God, fire, flood, explosion, war, terrorism, epidemic, pandemic, government regulation, embargo, labor strike, supply chain disruption, or any other cause beyond the reasonable control of the affected party (each, a “Force Majeure Event”), provided that the affected party gives prompt written notice to the other party and uses commercially reasonable efforts to resume performance as soon as possible.

If the Force Majeure Event continues for more than thirty (30) days, either party may terminate this Contract without penalty upon written notice.

DISPUTE RESOLUTION: This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of law provisions. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

By signing below, the Supplier and Purchaser agree to abide by the terms of the contract as outlined in this agreement.

By signing below, the Supplier and Purchaser agree to abide by the terms of the contract as outlined in this agreement.

Purchasing Agent (City of Wausau)

Signed: _____

Print Name: _____

Title: _____

Date: _____

Purchasing Agent (City of Wausau)

Signed: _____

Print Name: _____

Title: _____

Date: _____

Additional Signatory / Witness (if applicable)

Signed: _____

Print Name: _____

Title / Role: _____

Date: _____

Supplier (Allied Cooperative, INC.)

Signed: _____

Print Name: _____

Title: _____

Date: _____

Additional Signatory / Witness (if applicable)

Signed: _____

Print Name: _____

Title / Role: _____

Date: _____