



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: **FINANCE COMMITTEE**
Date/Time: **Tuesday, August 26, 2025, at 5:45 PM**
Location: **City Hall (407 Grant Street) - Council Chambers**
Finance Members: Michael Martens (C), Becky McElhaney, Chad Henke, Vicki Tierney

FINANCE COMMITTEE AGENDA ITEMS

- 1 Minutes of the previous meeting(s) (08/12/2025).
- 2 Discussion and possible action accepting the VW Settlement Grant from the State of Wisconsin and related 2025 budget modification for purchase of 10 buses for Wausau MetroRide.
- 3 Discussion and possible action authorizing continued membership in CVMIC for policy years 2026, 2027 and 2028.
- 4 Discussion and possible action on Development Agreement with Aspirus Wausau Hospital, Inc. for campus improvements – Pine Ridge Boulevard.

Adjourn

Michael Martens, 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 08/19/2025 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, August 12, 2025, at 5:30 p.m., Council Chambers
Members Present: Michael Martens (C), Becky McElhaney, Chad Henke, Vicki Tierney
Others Present: Maryanne Groat, Eric Lindman, Leo Gau, Mayor Doug Diny

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:31 p.m.

Minutes of the previous meeting(s) (07/08/2025) (07/22/2025).

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

Discussion and possible action on a sole source purchase request for Hanger 4 Door Bracing at the Wausau Downtown Airport.

Martens questioned the sources of the funding. It was stated this was funded from capital projects fund bond proceeds and capital projects funds which had leftover funds.

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

Discussion and possible action regarding budget modification for Hanger 4 Door Bracing at the Wausau Downtown Airport.

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

Discussion and possible action regarding budget modification for Public Safety Building Chiller Project.

Martens noted a typo on the resolution which corrects the fiscal from \$86,200 to \$82,600.

Tierney questioned the increase in the cost of the project from the previous request for funds. It was stated several factors including structural unknowns and an increase in inflation prompted the increase. It was also stated that it had been a year since the project was originally bid.

Motion by Henke, seconded by McElhaney, to approve the change order at \$82,600 as amended. Motion carried 4-0.

Discussion and possible action accepting the VW Settlement Grant from the State of Wisconsin and related 2025 budget modification for purchase of 10 buses for Wausau MetroRide.

Without objection, this item was tabled until the next committee meeting.

Discussion and possible action authorizing continued membership in CVMIC for policy years 2026, 2027 and 2028.

Tierney questioned if other insurance providers had given quotes for similar coverage. It was stated that other quotes had not been secured. Tierney questioned whether a similar product could be secured at a lower cost and stated a preference for seeking other quotes.

Martens stated this particular type of insurance may be difficult to quote.

Without objection, this item was tabled until the next committee meeting.

Adjourn

Motion by Henke, seconded by Tierney, to adjourn the meeting. Motion carried. Meeting adjourned at 5:47 p.m.

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

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

DIVISION OF ENTERPRISE OPERATIONS
VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

AND

CITY OF WAUSAU**

THIS AGREEMENT is made and entered into by and between the Division of Enterprise Operations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and the City of Wausau ("Grantee").

WHEREAS, §16.047(4m), Wis. Stats., provides that the Department shall establish a program to competitively award grants of Volkswagen ("VW") settlement funds from the appropriation under §20.855(4)(h), Wis. Stats. to eligible applicants for the replacement of eligible public transit vehicles; and

WHEREAS, on behalf of the State, the Department administers the Volkswagen Mitigation Transit Capital Assistance Grant Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, the City of Wausau is an eligible applicant under §16.047(4m), Wis. Stats.; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an initial award to Grantee in an amount not to exceed \$6,415,000.00 for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) Attachment A – Statement(s) of Work (most recent version)
- 2) Attachment B – Reimbursement Request
- 3) Attachment C – Eligible and Ineligible Activities
- 4) Attachment D – Budget
- 5) Attachment E – Reporting Form

The following documents are made part of this Agreement by reference:

- 1) Completed Grant Application (including Appendix A)
- 2) Volkswagen Diesel Emissions Environmental Mitigation Trust Agreement for State Beneficiaries, Puerto Rico, and the District of Columbia (the "State Trust Agreement") (most recent version)
- 3) Grant Announcement - VW Mitigation Program Transit Capital Assistance Grant Program - Round 3

CITY OF WAUSAU

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION**

BY: _____
Doug Diny

BY: _____
Anne Hanson

TITLE: Mayor

TITLE: Deputy Secretary

DATE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. AGREEMENT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be Erin Smith, VW Mitigation Program Administrator, Division of Enterprise Operations and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

Grantee's employee responsible for the administration of this Agreement shall be Arran Hersey, who shall represent Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, Grantee pledges to abide by and comply with the following requirements:

1. Agreement funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under §19.41, Wis. Stats. *et seq* and §19.59, Wis. Stats. *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 4. STATEMENT OF WORK

1. Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on any Statement of Work approved by the Division. Changes to any Statement of Work may be made only by written agreement of both the Division and Grantee.
2. Grantee shall complete all work tasks that it commits to in any approved Statement of Work. Failure to meet this requirement may result in termination of this contract under ARTICLE 11 of this contract.

3. All Statements of Work shall constitute a written amendment to this Agreement setting forth the nature and scope thereof. The State reserves the right to determine whether the scope or expenses provided in a Statement of Work are eligible under §16.047(4m), Wis. Stats. and the State Trust Agreement. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.
4. The Department maintains responsibility for the interpretation of terms, conditions and costs listed in the Statement of Work.
5. In the event of conflict between the provisions of the Terms and Conditions and the Statement of Work and Budget, the provisions of the Statement of Work and Budget shall prevail.

ARTICLE 5. PERIOD OF PERFORMANCE

Grantee may only incur eligible project expenses during the time period between **the date of Agreement execution by the Department** and December 31, 2026 (the "Performance Period"). All reimbursement requests must be received by the Department during the Performance Period.

ARTICLE 6. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in any approved Statement of Work and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Division. The Division reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State or Division bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in §19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, Wisconsin 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in §51.01(5), Wis. Stats., sexual orientation as defined in §111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

Grantee may, but is not required to, acknowledge the financial assistance provided by the Department in any report, study, video, website or other document resulting from this contract.

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 20. SOURCE AND AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature for the eligible expenses covered under this Agreement. Funds awarded under this Agreement have been encumbered and are subject to the continued availability of funding from the State of Wisconsin. Funds are also subject to continued availability from the Volkswagen Diesel Emissions Environmental Mitigation Trust.

ARTICLE 21. VARIANCES

Certain variances to the budget outlined in the Statement of Work may be permissible. The changes shall be agreed to by both parties and approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 22. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited, and which are directly attributable to grant activities and identified and approved in any Statement of Work, Budget and/or Eligible and Ineligible Activity List.

1. Eligible Costs subject to reimbursement by this Grant may not be incurred prior to the execution of this Agreement by the State.
2. Costs only as identified in the Budget and described in the Statement of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 23. REIMBURSEMENT OF FUNDS

Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to Grantee in excess of the allowable eligible costs under this Agreement. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. Grantee shall not apply funds authorized pursuant to other agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program Income.

ARTICLE 25. FINANCIAL MANAGEMENT

Grantee agrees to maintain a financial management system to assure funds are spent in accordance with applicable laws and regulations and to assure that accounts and accounting records for funds received under this Agreement are segregated from other Agreements, programs, and/or projects.

ARTICLE 26. METHOD OF PAYMENT

The Department shall make payment via electronic funds transfer/check to Grantee. Payment shall only be made after the Department confirms reimbursement materials are complete and accurate, Grantee activities are compliant with all program requirements, and all program expenses are eligible and occurred within the period of performance.

The Department will not make payments during the final two weeks of June.

ARTICLE 27. GRANTEE REQUESTS FOR REIMBURSEMENT

This is a reimbursement program. Grantee must adhere to the requirements found in Attachment C (Reimbursement Request) in order for payment to be made.

The Department shall make payment if it determines that expenses provided in a Statement of Work are eligible under §16.297, Wis. Stats. and eligible under the “State Trust Agreement.” Reimbursement requests shall be accepted by the Department throughout the Period of Performance. Grantee shall submit reimbursement materials as electronic files to the following email address:

vwsettlement@wisconsin.gov

Hardcopies of materials, only when requested by the Division, shall be sent to the following address:

Volkswagen Mitigation Program
Department of Administration
Division of Enterprise Operations
101 East Wilson Street, 6th Floor
PO Box 7867
Madison, WI 53707-7867

All reimbursement requests must be received by the Department during the Performance Period.

ARTICLE 28. SHARED REVENUE REDUCTION

Grantee agrees that the receipt of agreement funds under this program will result in a reduction of future shared revenue payments pursuant to §79.036 (3), Wis. Stats. Payment reductions shall be calculated by the Department in accordance with §79.036 (3), Wis. Stats and processed by the Department of Revenue. Shared revenue reductions shall begin with the shared revenue payment following the first grant reimbursement payment to Grantee and continue for 10 consecutive annual payments by equal amounts. If in any year the reduction exceeds the shared revenue payment under §79.036 (3), Wis. Stats the excess amount of the reduction will be applied to the payment under §79.04, Wis. Stats.

Grantee’s total shared revenue payment reduction shall be equal to 20 percent of the total amount of agreement funds received under §16.047 (4m), Wis. Stats. The Department shall calculate each shared revenue reduction based on the percentage listed above and each grant reimbursement payment made to Grantee.

The resulting shared revenue reduction(s) shall be processed by the Department of Revenue pursuant to §79.036 (3), Wis. Stats.

Grantee may receive reductions in both the July and November shared revenue payments if a reduction exceeds the total shared revenue payment for July. Reductions split between July and November shared revenue payments shall constitute one consecutive annual payment reduction.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 29. SINGLE AUDIT REQUIREMENT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees which received state funds during their fiscal year shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

ARTICLE 30. EXAMINATION OF RECORDS

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Inventory records and supporting documentation for allowable equipment and services purchased to carry out the project scope; 2) Documentation of Agreement Services and Materials; and 3) Any other records which support charges to project funds. Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 31. PROJECT ID

The Agreement shall include a unique Project ID number assigned by the Department for purposes of project administration. Grantee shall refer to the Project ID when requesting reimbursement.

ARTICLE 32. COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties online through DocuSign, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered online through DocuSign or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SPECIAL TERMS AND CONDITIONS

ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize competitive procurement practices for products and services purchased as a result of this award. Procurement practices shall follow applicable local and state law. Grantee is responsible for providing proof that competitive procurement practices and applicable state and local law were followed. If Grantee elects to purchase products or services from a cooperative purchasing contract where Grantee was not the primary procurement agent, Grantee is responsible for providing proof that competitive procurement practices were followed.

ARTICLE 34. REASONABLE COSTS

Grantee shall make reasonable efforts to control unit costs for products and services procured as a result of this Agreement. For purposes of this Article 33, whether Grantee's efforts to control unit costs are reasonable is subject to review by the Department as part of an Agreed Upon Procedures Audit as set forth in Article 34, and the Department's determination as to the reasonableness of such efforts shall be conclusive.

ARTICLE 35. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 36. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in Grantee's name, unless otherwise specified by an attachment. Disposition of any eligible buses shall be in accordance with the scrappage requirements of the program in Attachment A – Statement of Work. Disposition of any other equipment shall be in accordance with applicable law. The Department reserves the right to restrict disposal, transfer or use of all equipment in order to maintain compliance with the "State Trust Agreement."

ARTICLE 37. PATENT INFRINGEMENT

Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 38. PROGRAM INCOME

Program Income means gross income received by Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously paid for eligible expenses; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

All Program Income shall be recorded and shall be provided to the Department upon request.

ARTICLE 39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

ARTICLE 40. INFORMATION SHARING REQUIREMENTS

The Department may periodically request specific information from Grantee to comply with legislative inquiry, state statute, federal law, State Trust Agreement requirements or for other reasons. Grantee agrees to provide the requested information to the Department within 21 calendar days in a form and format determined by the Department. This section is in addition to Grantee's reporting requirements as specified in Attachment E – Reporting Form.

ARTICLE 41. USE OF ASSETS PURCHASED WITH AGREEMENT FUNDS

Grantee must use assets purchased with agreement funds for public mass transit service for the entire useful life of the asset. The Department adopts the useful life definition and minimum useful life standards for buses and equipment set forth by the Federal Transit Administration (FTA) in FTA Award Management Circular (5010.1E), revised 7-16-2018, except when noted. Grantee must notify the Department when the asset is permanently withdrawn from revenue service or experiences a casualty loss. The Department relinquishes any interest in the asset(s) when the asset(s) reaches its useful life standard or the asset's fair market value falls below 10 percent of its original purchase price.

Grantee shall pay all fuel, taxes, fees, maintenance, administrative and other operating costs associated with the asset(s) purchased with agreement funds. Grantee agrees to maintain the asset(s) in accordance with manufacturer recommendations and keep the asset(s) in a state of good repair. Grantee confirms that financial capacity exists to operate and maintain the asset(s) throughout the useful life of the asset(s).

In the event Grantee receives insurance proceeds resulting from the asset's total loss, Grantee shall use proceeds towards a replacement asset of similar kind or, if Grantee and the Department jointly determine the replacement of the asset to be burdensome or otherwise counter to program objectives, proceeds may be used for other means mutually agreed to by both parties in writing.

Grantee agrees that it will not transfer title, lease, lien, pledge, mortgage, or any other similar action prior to reaching the minimum the useful life standard of the asset(s) without written approval of the Department.

ARTICLE 42. COMPLIANCE MONITORING

The Department may conduct on-site compliance checks during the Period of Performance to ensure Program objectives are being met and Grantee activities are compliant with State Trust Agreement and Grant Agreement requirements. Grantee agrees to make personnel, documents, sites, assets and other records available for immediate inspection by an authorized representative of the Department.

ARTICLE 43. LOBBYING

Program funds may not be used to influence federal contracts or financial transactions.

ARTICLE 44. TRAINING-WORKSHOPS-SEMINARS-EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registration and/or exhibit/booth space, if requested.

ARTICLE 45. NONDISCRIMINATION IN CONTRACTING

Pursuant to 2019 Wisconsin Executive Order 1, grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

**ATTACHMENT A
STATEMENT OF WORK**

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 3

**For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And**

CITY OF WAUSAU

PROJECT ID: VW-BUS-WAUS-03

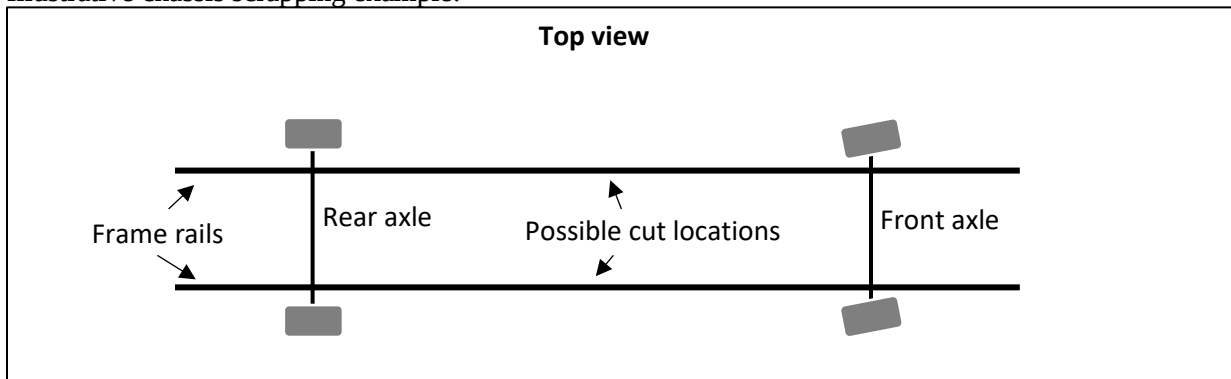
Summary

Grantee shall replace eligible buses identified in the Project Budget by purchasing, owning and operating a new bus as identified in the Project Budget. Grantee shall scrap all eligible old buses as identified in the Project Budget.

Scrap eligible old buses

Grantee shall replace eligible old buses identified in the Project Budget by scrapping and making them available for recycle, in accordance with the State Trust Agreement and this Grant Agreement. Scrapping shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. Scrapped shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half in at least two locations on separate sides of the vehicle between the front and rear axles. Scrapping shall be completed within 90 days of accepting delivery of the replacement bus(es). Per Grantee's request, the Department may grant approval for alternative scrapping methods in writing. Such approval must be obtained prior to the scrapping activity.

Illustrative chassis scrapping example:



Purchase eligible new buses

Grantee shall purchase, own and operate eligible new heavy-duty public transit buses for the purposes of carrying passengers in a public mass transit system operating in the State of Wisconsin.

- 1) New buses must be eligible under the State Trust Agreement and under §16.047(4m), Wis. Stats.

- a) Eligible new buses must be owned by the Grantee and titled in the Grantee's name or Grantee's Governmental Agent (e.g. Transit Authority) or Department.
 - b) All vendors must be selected in accordance with local public contracting law. If no local public contracting law or regulations exist, the Grantee shall utilize state public contracting law and procurement processes. If the Grantee elects to purchase products or services from a cooperative purchasing contract where the Grantee was not the primary procurement agent, the Grantee is responsible for providing proof that competitive procurement practices were followed.
 - c) New buses must have an engine model year the same year as when the replacement occurs or one engine model year prior. For example, if bus replacement occurs in 2025, the engine model year of the new bus must be 2025 or 2024. A bus with an engine model year of 2023 or older would not be eligible for reimbursement under this example.
 - d) Grantee shall provide cost estimate documentation to the Department, and to the satisfaction of the Department, for all purchases over \$25,000. For example, cost estimate documentation may be a vendor's quote, bid price sheet or similar document.
- 2) The Grantee shall submit draft Purchase Order(s) (PO) and itemized equipment lists to the Department for review prior to sending any POs to a vendor. Any expenses ineligible for reimbursement shall be on a separate PO, such as extras, add-ons, special order, or additional equipment. This will help ensure the Department is aware of project activities and has an opportunity to review and prepare for project reimbursement.
 - 3) The Department will not work directly with a Grantee's vendor, except at the discretion of the Department, and will not accept reimbursement requests from a vendor.

Reporting

Grantee shall submit reports to the Department as specified in Attachment E – Reporting Form.

Reimbursement

This is a reimbursement program. Grantee must incur eligible project costs and pay for all project costs before requesting reimbursement. Grantee must complete reimbursement requests as specified in Attachment B – Reimbursement Request. All documents must be completed to the Department's satisfaction and all supporting documentation must be submitted. Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period.



ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - ROUND 3
INSTRUCTIONS

This Excel workbook is available electronically at <https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx>

Complete this Excel workbook to request reimbursement of eligible expenses under the Volkswagen Mitigation Transit Capital Assistance Grant Program administered by the Department of Administration (DOA). This program is funded from Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia. Incomplete forms may not be considered. Personal information collected will be used for grant administration and may be provided to requesters to the extent required by Wisconsin's Open Record law.

Before completing this workbook, carefully review your grant agreement!

BUS REPLACEMENT REIMBURSEMENT REQUEST

- This workbook contains seven (7) worksheets. Review and complete all worksheets.
- Entry fields with light blue background color must be completed unless otherwise noted.
- Complete a separate workbook for each replacement bus project.
- Send the final, completed workbook to DOA via email to request reimbursement. Ensure all supporting documentation is included in your reimbursement request email. Multiple emails are acceptable.
- Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period shown in the Grant Agreement.
- Email all documents to DOA at vwsettlement@wisconsin.gov

INFRASTRUCTURE REIMBURSEMENT REQUEST

Contact DOA VW Mitigation Program Administrator for instructions on requesting reimbursement for non-vehicle, infrastructure expenses, if allowed by your Grant Agreement.

Erin Smith

vwsettlement@wisconsin.gov

608-267-3293



ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - ROUND 3

REIMBURSEMENT CHECKLIST

GRANTEE:

PROJECT ID # *(from grant agreement)*

This documentation was completed and submitted by:

Name:

Date:

Title:

Phone:

Email:

Check off all items included with the reimbursement request. All items are REQUIRED.

Workbook items:

- ☐ Reimbursement Checklist
- ☐ Reimbursement Cover Page
- ☐ Vehicle Inspection Form
- ☐ Procurement Certification & Supporting Documents
- ☐ Certificate of Engine and Chassis Destruction
- ☐ NOx Air Quality Data

Additional items:

- ☐ Reimbursement Request Letter on Grantee Letterhead
- ☐ Copy of Purchase Order(s) *(for bus purchase and for scrapping services)*
- ☐ Copy of Vendor Invoice(s) *(for bus purchase and for scrapping services)*
- ☐ Proof of Payment From Grantee to Vendor *(e.g. copy of check, accounting sheet)*
- ☐ Before and After Scrapping Photographs *(details on Certificate of Destruction in workbook)*
- ☐ Copy of MV1 Title/License Plate Application for Replaced Bus *(provides proof of ownership)*
- ☐ Copy of MV1 Title/License Plate Application for New Bus
- ☐ Any additional materials if specified in the grant agreement
- ☐ Cost documentation for all purchases over \$25,000 *(bid price sheet, vendor quote, etc.)*



ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - ROUND 3

COVER PAGE

Statement: The Grantee formally requests reimbursement for eligible expenses outlined in the attached documentation and in accordance with the Agreement.

GRANTEE:

TOTAL REIMBURSEMENT REQUEST (\$):

REIMBURSEMENT REQUEST #:

 (sequential)

Grantee Address

Street 1:

City:

Street 2:

Zip:

Scrapped Bus

Vehicle Make:

Vehicle Model Year:

Vehicle Model:

VIN:

Engine Make:

Engine Model Year:

Engine Model:

Engine Serial No:

Engine Family No:

Fleet ID #:

Scrapping Cost:

Scrapping Date:

Scrapping Income:

Maximum Eligible Scrapping Reimbursement (calculated):

New Bus

Vehicle Make:

Vehicle Model Year:

Vehicle Model:

VIN:

Engine Make:

Engine Model Year:

Engine Model:

Engine Serial No:

Engine Family No:

Fleet ID #:

Delivery Date:

Date Placed in Service:

New Bus Expenses

Eligible for

Reimbursement:



ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - ROUND 3

NEW VEHICLE INSPECTION FORM

Grantee:

TOPIC	REQUIREMENT	PASS / FAIL	NOTES
FMVSS Sticker	Affixed to vehicle		
Interior Finish	Clean and adheres to contract specs		
Exterior Finish	Clean and adheres to contract specs		
Interior Lighting	Operable and adheres to contract specs		
Exterior Lighting	Operable and adheres to contract specs		
Accessible Lift / Ramp	Operable and adheres to contract specs		
Chassis / Frame	Inspect for leaks, damage, etc.		
Electrical	Inspect electrical system where applicable, including battery(ies)		
HVAC	Run heater, AC, fan and inspect compressor / condenser		
Engine	Inspect for leaks, loose components and noises. Operates as expected, gauges read normal		
Brakes / Parking brake	Tested and operates as expected		
Speed	Vehicle tested at varying speeds and on a roadway with posted speed limit at least 50mph		
Wipers / Windows / Seats	Tested and operates as expected		
Safety	Vehicle equipped with first aid kit, fire extinguisher and orange triangles		
Other	Report other tests or issues		

Mechanic / Authorized Representative Signature:
(typed electronic signatures acceptable)

Print:

Date:



ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - ROUND 3

PROCUREMENT & CONTRACTING CERTIFICATION

Grantee: 0

Certification Statements (*check all, sign and date*) :

- ☐ *I certify that the purchase of the products and/or services presented for reimbursement were procured and contracted in a manner compliant with applicable state and local procurement and contracting law.*
- ☐ *I understand that if all or part of the products and/or service expenses presented for reimbursement were not procured or contracted in a manner compliant with applicable state and local procurement and contracting law, those products and/or services are ineligible for reimbursement from DOA and the VW Environmental Mitigation Trust Fund.*
- ☐ *I certify that supporting documentation showing compliance with applicable state and local procurement and contracting law is included with this reimbursement request.*

This certification MUST be accompanied by supporting documentation showing applicable state and local procurement and contracting laws have been followed. Examples of supporting documentation may include:

- copy of contract with vendor showing quoted prices
- screenshot of online procurement materials
- narrative of procurement process followed, including timeline
- procurement documents, showing products and services
- emails or other communications of procurement processes

Signature of Authorized Representative:

Signature:

(typed electronic signatures acceptable)

Date:

Print:



ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - ROUND 3

CERTIFICATE OF ENGINE & CHASSIS DESTRUCTION

This form must be completed for each scrapped bus. Carefully review your grant agreement and statement of work for detailed scrapping requirements. Improperly scrapped vehicles will result in the Department withholding reimbursement of eligible new vehicle costs. Contact the VW Program Administrator with questions.

Grantee: 0

Scrapping Company (if not scrapped in-house)

Company Name:
Scrapping Company Representative:
Phone:
Street 1: City:
Street 2: Zip:

Scrapped Vehicle Information

Scrapping Date: 1/0/1900
Vehicle Make: 0 Vehicle Model Year: 0
Vehicle Model: 0 VIN:
Engine Make: 0 Engine Model Year: 0
Engine Model: 0 Engine Serial No:
Engine Family No:

Submit the following photographs to the Department.

- Photos must be submitted via email as .jpeg images to vwsettlement@wisconsin.gov.
- Filenames of photos must clearly describe what is in the photo.
- Submit the following photographs:
 - a) side-profile of vehicle
 - b) VIN label, etching or stamp
 - c) Engine label(s) showing manufacturer name and engine serial number
 - d) Chassis rails cut in half
 - e) Engine block, prior to hole, with measurement markings
 - f) Engine block, after hole, with measurement
 - g) Others, as requested by the Department

Grantee Certification Statement

I certify that within 90 days of receiving delivery of the replacement vehicle, the replaced vehicle was rendered inoperable and available for recycle. At a minimum, the engine has been disabled by causing a 3-inch hole to be cut in the engine block. In addition, at a minimum, the chassis of the vehicle was disabled by cutting the vehicle's frame rails completely in half in not less than two places between the front and rear axles. Required photographs have been included with the request for reimbursement.

Grantee Authorized Signature:
(typed electronic signatures acceptable)
Name:
Date:



ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM - ROUND 3

NOx DATA (for EPA DEQ Final Calculations)

SCRAPPED BUS

Engine Model Year:	0	
Fuel Type:		
Annual Fuel Gallons:	0	☐ Check if estimated
Annual Miles Traveled:	0	☐ Check if estimated
Avg. Daily Idling Hours:	0.0	☐ Check if estimated
Avg. Days Used Per Year:	0	☐ Check if estimated
Avg. Idling Hours Per Year:	0	calculated
Scrapping Year:		
Estimated Life Remaining (years):	0	

NEW BUS

Fuel Type:		
New Engine Model Year:	0	
Annual Diesel Gallons Reduced*:	0	☐ Check if estimated

**If the new bus will have the same MPG rating and be used in a similar way to the old bus, enter "0".*

**ATTACHMENT C
ELIGIBLE AND INELIGIBLE ACTIVITIES**

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 3

**For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And**

CITY OF WAUSAU

PROJECT ID: VW-BUS-WAUS-03

The Department maintains responsibility for the interpretation of terms, conditions and costs listed. The Department reserves the right to alter the list of eligible and ineligible activities at any time to maintain consistency with the Beneficiary State Trust, Trustee guidance, State Statute and the Department's interpretation of program rules. The list of ineligible activities is provided as a courtesy to Grantee and is not exhaustive.

Scrapping Activities		Eligible	Ineligible
1.	Activities directly related to the scrapping expense of a contractor.	X	
2.	Activities directly related to the labor and material expenses of conducting scrapping in-house.	X	
3.	Towing of a vehicle to a scrapping contractor.		X
4.	Grantee expenses related to preparing a vehicle for scrapping (i.e. draining fluids).		X
5.	Any expenses to disable, remove or transfer equipment except activities explicitly called for by the Agreement's scrapping requirement.		X
6.	Vehicle storage fees.		X
7.	Bad debts, late payment fees, finance charges or contingency funds, interest, and investment management fees. Liens or other interests on any replaced bus.		X

New Vehicle Activities		Eligible	Ineligible
1.	Base chassis, drivetrain, and body components (i.e. engine, frame, body, windows, tires, etc.).	X	
2.	Basic fit and finish only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee. (i.e. seating, flooring, ADA securement, lighting, etc.).	X	

3.	Trim, customary interior and exterior product packages, certain drivetrain options, accessibility features, life-safety equipment required by law and similar equipment customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials (i.e. LED lighting, window upgrades, driver seating upgrades, heating and cooling equipment) and only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee.	X	
4.	Customary manufacturer vehicle delivery charges.	X	
5.	Purchase or installation of new farebox or fare collection equipment only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
6.	Decals, vehicle wraps, signage, bike racks or other similar exterior accessories customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials, only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
7.	Communication equipment (i.e. two-way radio) only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
8.	Title, license and other vehicle registration fees.		X
9.	Training, training materials, workshops and travel of Grantee staff or contractors that is beyond what is included in the base vehicle cost.		X
10.	Operating expenses (i.e. data service plans, maintenance packages, operating software, fuel, insurance, wages, fringe, etc.).		X
11.	Grantee administrative expenses associated with the ordering, procurement, delivery, registration or other start-up costs of the vehicle.		X
12.	Extensive technology upgrades (hardware or software), as determined by the Department, unless explicitly authorized by the Department in writing prior to issuance of a purchase order.		X
13.	Attorney fees. Engineering/consultant fees. Taxes, except sales tax on eligible equipment and expenses.		X
14.	Extensive or uncustomary upfit, upgrades or extras, as determined by the Department.		X
15.	Transfer or installation of equipment from any vehicle into a new vehicle.		X
16.	Maintenance tools, repair equipment, spare parts or similar items.		X

**ATTACHMENT D
BUDGET**

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 3

**For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And**

CITY OF WAUSAU

PROJECT ID: VW-BUS-WAUS-03

1) 100% of eligible expenses to scrap the following bus(es) and engine(s).

VIN	Vehicle Make	Vehicle Model	Engine Model Year	Engine Serial Number	Fleet ID #	Scrapping Allowance
15GGB271691176070	Gillig	35' Low Floor	2008	46974201	901	\$1,500.00
15GGB271891176071	Gillig	35' Low Floor	2008	46900460	902	\$1,500.00
15GGB271X91176072	Gillig	35' Low Floor	2008	46974207	903	\$1,500.00
15GGB271191176073	Gillig	35' Low Floor	2008	46974213	904	\$1,500.00
15GGB271591176075	Gillig	35' Low Floor	2008	46900414	906	\$1,500.00
15GGB271791176076	Gillig	35' Low Floor	2008	46900594	907	\$1,500.00
15GGB271991176077	Gillig	35' Low Floor	2008	46974165	908	\$1,500.00
15GGB271091176078	Gillig	35' Low Floor	2008	46974178	909	\$1,500.00
15GGB271081079493	Gillig	35' Low Floor	2008	60333177	153	\$1,500.00
15GGB271481079495	Gillig	35' Low Floor	2008	60333176	155	\$1,500.00

2) 100% of eligible expenses to purchase the following new bus(es).

Anticipated PO Date (MM/YYYY)	Vehicle Make	Vehicle Model	Engine Model Year	Engine Type	Reimbursement not to exceed
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	\$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	\$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	\$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	\$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	\$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	\$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	\$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	\$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	\$640,000.00
08/2025	Gillig	35 Foot	Calendar year in which replacement occurs or one model year prior	Diesel	\$640,000.00

**ATTACHMENT E
REPORTING FORM**

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

ROUND 3

The Department must meet Trustee reporting requirements, including semi-annual reports describing the progress in implementing each project. The Department must collect information from the Grantee in order to create these reports. The Department must also collect information to track project implementation in accordance with program terms and conditions.

Grantee shall report twice annually on program activities. Grantee shall report on the period beginning when the Grant Agreement is fully executed and terminating when the recipient has received final payment for all projects as shown in Attachment D – Budget. Failure to submit complete and accurate reports prior to the reporting deadline may constitute cause for suspension of payments or agreement termination.

Submission due dates:

Reporting Period	Due Date
January 1 through June 30	July 15
July 1 through December 31	January 15

INSTRUCTIONS

- 1) Complete all fields.
- 2) Sign and date
- 3) Save form, keep a copy for your records
- 4) Submit the completed, electronic copy of this form to vwsettlement@wisconsin.gov



VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM Semi-annual Report – Round 3

Section 1 REQUIRED			
Grantee	Click or tap here to enter text.		
Date	Click or tap to enter a date.	Project ID No. (from grant agreement)	Click or tap here to enter text.
Contact Person (name, title, phone, email)	Click or tap here to enter text.		
Reporting Period (check one)	☐ January through June ☐ July through December		

Section 2 REQUIRED. TOTAL FOR ALL VEHICLE REPLACEMENT PROJECTS			
Total Eligible Project Costs Incurred During Reporting Period*	\$Enter text.	Total Eligible Project Costs Paid During Reporting Period	\$Enter text.
Detailed Description of Project Activities During Reporting Period. Include Dates.			
Click or tap here to enter text.			
Detailed Description of Planned Project Activities for Upcoming Reporting Period (6 months).			
Click or tap here to enter text.			

*incurred costs include any expenses Grantee has assumed liability for and intends to seek reimbursement from the VW Mitigation Program.

Authorized Representative Signature (typed signature acceptable)	Click or tap here to enter text.
Print Name	Click or tap here to enter text.
Title	Click or tap here to enter text.
Date	Click or tap to enter a date.

JOINT RESOLUTION OF THE FINANCE COMMITTEE AND THE TRANSIT COMMISSION

Accepting the VW Settlement Grant from the State of Wisconsin and Adopting 2025 Budget Modification for Purchase of 10 Buses for Wausau MetroRide.

Committee Pending

Fiscal Impact: Approximate loss of annual shared revenues of \$128,000 for 10 years

File Number: 18-0915

Date Introduced: August 12, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source grant income</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: annual loss of shared revenue of \$128,000 for 10 years</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: to be determined, approximately \$5,132,000. 80% funding for basic bus not to exceed \$640,000</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Metro Ride fixed-route bus fleet consists of 24 transit buses; and

WHEREAS, 19 transit buses are necessary to provide bus service during the school year; and

WHEREAS, 13 buses have exceeded minimum useful life requirements, standards set by the Federal Transit Administration; and

WHEREAS, 10 buses in the fleet are eligible for replacement with Transit Capital Assistance funds under the guidelines of the VW Mitigation Program; and

WHEREAS, at the February 27, 2024, meeting, the Council authorized and directed proper officials to apply for Transit Capital Assistance funds under the VW Mitigation Program for the purchase of ten new buses; and

WHEREAS, the State of Wisconsin Department of Administration has proposed a grant award contract for the purchase of 10 buses pursuant to the terms of the contract; and

WHEREAS, the terms of the contract specify that the maximum award is \$6,415,000 for eligible costs and activities which will be provided to the city on a reimbursement basis; and

WHEREAS, the terms of the contract specify that in exchange for the agreement of funds, the State of Wisconsin will reduce shared revenues payments to the city by 20% of the total amount of the agreement funds the city receives over 10 years; and

WHEREAS, the shared revenue reductions will begin with the shared revenue payment following the first grant reimbursement payment; and

WHEREAS, any bus acquisition costs over \$640,000 shall be entirely funded by the City of Wausau; and

WHEREAS, your Transit Commission, at their meeting on March 20th, 2025, moved to approve the VW Settlement Agreement for 10 buses; and

WHEREAS, your Transit Commission, at their meeting on August 12th, 2025, moved to approve accepting the VW Settlement Grant from the State of Wisconsin and related Budget Modification for Purchase of 10 buses; and

WHEREAS, your Finance Committee, at their meeting on August 12th, 2025, recommended the purchase of ten (10) new buses with Transit Capital Assistance Grant funds under the VW Mitigation Program and has reviewed and acknowledged the projected reduction in municipal revenue payments required to repay 20% of the overall cost over ten years; and

WHEREAS, your Finance Committee, at their meeting on August 12, 2025, recommended the budget modification for the purchase of the buses; and

*Fund	*Cost Center	Revenue Category	Spend Category	Project	Grant	Debit Amount	Credit Amount
690 Transit Fund	53527 Metro Ride Capital Projects		58195 Motor Vehicles - Transit	Bus Replacement	GR-007917 Volkswagen Mitigation Transit Capital Grant Assistance Program VW	\$6,415,000.00	\$0.00
690 Transit Fund	53527 Metro Ride Capital Projects	43690 Other State Payments		Bus Replacement	GR-007917 Volkswagen Mitigation Transit Capital Grant Assistance Program VW	\$0.00	\$6,415,000.00

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the grant agreement for Transit Capital Assistance funds under the VW Mitigation Program for the purchase of ten new buses.

BE IT FURTHER RESOLVED, these replacement vehicles shall be included in the City of Wausau equipment inventory records and maintained in accordance with and in compliance with FTA requirements.

BE IT FURTHER RESOLVED, that the Common Council of the City of Wausau acknowledges that receipt of Transit Capital Assistance funds under the VW Mitigation Program will result in a reduction of future municipal revenue payments pursuant to §79.035(7), Wis. Stats.

Approved:

Doug Diny, Mayor

ATTACHMENT ONE



City of Wausau Public Entity Liability Renewal Package Policy Years 2026, 2027, 2028

CVMIC Public Entity Liability Policy Overview

Coverages: General Liability, Auto Liability, Public Officials Liability & Law Enforcement Liability

Self-Insured Retention (SIR): Indicates the Member's amount of Risk Retained per Occurrence

Coverage Limit: \$10,000,000 per Occurrence Excess Self-Insured Retention (SIR)

Annual Aggregate Retention: Four (4) Times Selected Self-Insured Retention per Policy Period

City of Wausau Renewal Options

Current Retention Level (Option 1)			Next Retention Level (Option 2)		
Per Occurrence SIR: \$50,000			Per Occurrence SIR: \$75,000		
Annual Aggregate Retention: \$200,000			Annual Aggregate Retention: \$300,000		
Policy Year	Adopted Premium Range		Policy Year	Adopted Premium Range	
2026	\$220,778		2026	\$207,531	
2027	\$225,072	\$229,950	2027	\$211,568	\$216,153
2028	\$234,075	\$243,747	2028	\$220,030	\$229,122

NOTE: The premiums stated above are based on an expected number of renewals and are subject to review. With that qualification, the premiums are guaranteed for the three-year policy period of 2026, 2027 and 2028.

Please contact Ben Hoverson (benh@cvmic.com) or Ben Rank (benr@cvmic.com) if you would like to discuss your SIR Analysis in greater detail to determine if moving to the "Next Retention Level" may be appropriate.

ATTACHMENT ONE

ACCEPTANCE

The **City of Wausau** agrees to continue as a member of CVMIC for the policy years 2026, 2027 and 2028 as outlined in **Option 1** _____ (\$50,000) [or] as outlined in **Option 2** _____ (\$75,000) (*please indicate*) at the corresponding guaranteed premiums set forth on the previous page.

ACCEPTED AND AGREED TO this _____ day of _____, 2025.

City of Wausau

By _____

Signature

Its _____

Title



Please email signed PDF to: benh@cvmic.com

DEVELOPMENT AGREEMENT
(Improvements to Aspirus Wausau Hospital Campus)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of August __, 2025 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City") and ASPIRUS WAUSAU HOSPITAL, INC., a Wisconsin non-stock, non-profit corporation ("Developer").

RECITALS

WHEREAS, Developer desires to obtain title to certain real property and land beneath the to-be-vacated portions of Pine Ridge Boulevard in the City of Wausau, County of Marathon, State of Wisconsin, as depicted on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer has proposed to construct on the Property additional parking spaces to support an approximately 95,522 square foot addition to the hospital on Developer's adjacent property for expansion of services (collectively, the "Project"); and

WHEREAS, Developer's ability to construct the Project on the Property and dedicate certain lands for the right-of-way as set forth herein requires the closure and vacation of portions of Pine Ridge Boulevard as depicted on Exhibit A which, to accomplish, requires City action; and

WHEREAS, the City has determined that the Project at the Property, as set forth herein, will promote and carry out the development objectives of the City.

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

1. Construction of the Project by Developer; Other Agreements of Developer.

A. Upon City certifying to Developer that the Street Vacation (defined below) has been accomplished, Developer, at its cost and expense, shall commit to construct the Project. Construction of the Project shall commence no later than eight (8) months following the Street Vacation, and Developer shall continue construction of the Project diligently until completion, and in any event, Developer shall complete the Street Reconstruction (defined below) portion of the Project no later than August 1, 2026. If Developer does not commence construction of the Project by such deadline, then, at the City's option and at Developer's expense, the Property shall be dedicated back to the City for a public right-of-way.

[ADDITIONAL EARLY COMMENCEMENT PROVISION UNDER CONSIDERATION BY THE CITY.] [After City approval of Plans (defined below), and subject to Developer complying with all terms and conditions of this Agreement (including, without limitation, providing proof of all required insurance and any requested bonding), Developer may, at Developer's option, commence construction of the Project within the Property prior to the

Street Vacation; provided, however, that if the Street Vacation is not ultimately accomplished (including all conditions precedent) by the deadline set forth in Section 4 below, Developer shall promptly restore any physical damage or alteration of the physical condition of the Property (including the restoration of all public improvements located thereon), and such restoration obligation of Developer shall survive termination of this Agreement.]

B. In consideration of the Street Vacation and as part of the Project, Developer shall complete the following: (a) promptly dedicate lands for the public roadway as indicated on Exhibit B pursuant to an instrument reasonably acceptable to the City (the “Dedication”), (b) provide the City with an access easement (with terms and conditions of such instrument reasonably acceptable to the City) affording pedestrian traffic for the general public along the Property and/or other adjacent lands owned by Developer along the route as depicted in Exhibit C (the “Access Easement”) and construct such pedestrian walkway within the Access Easement area, (c) relocate the storm sewer and sanitary sewer to accommodate the grade of the parking field (the “Sewer Relocation”), and (d) reconstruct the intersection of Westhill Drive and Pine Ridge Boulevard, including the areas within the Dedication (the “Street Reconstruction”).

C. Developer shall design and construct all public improvements associated with the Project (including, without limitation, the public walkway within the Access Easement, the Sewer Relocation and the Street Reconstruction) in compliance with the applicable specifications, standards, and requirements of the City, including all bonding for such work reasonably requested by the City. The Developer shall further obtain the City’s prior written approval of all construction plans for such public improvements (“Plans”) before commencing any such construction activities. The Developer shall contract with an engineering firm, approved by the City, to inspect the installation of the utilities and construction of the roadway and other public improvements. All applicable inspection reports and as built drawings of the entire Project shall be made available to the City upon completion of the Project.

D. Developer will cause the Project (including, without limitation, the Access Easement, the Sewer Relocation and the Street Reconstruction) to be constructed in a good and workmanlike manner and constructed in conformance and compliance with City-approved Plans and all applicable federal, state, local and other laws, rules, regulations and ordinances. The Developer shall reimburse the City for any and all costs, fees, or expenses incurred by the City related to construction inspection activities related to the Access Easement, the Sewer Relocation, and the Street Reconstruction.

E. Prior to commencement of construction of the Project within the Property or any right-of-way, Developer shall provide the City with evidence that Developer has in force such insurance policies and coverage in compliance with the City’s requirements and other agreements as set forth on Exhibit D attached hereto sufficient to cover its indemnification obligations under this Agreement.

2. Street Vacation by the City. The City shall, at its cost, vacate the street identified on Exhibit A attached hereto (the “Street Vacation”) such that title to the Property vests in adjoining owners pursuant to applicable law. Developer understands and agrees that the Street

Vacation shall be subject to easements for utilities and other matters, and Developer shall design the Project accordingly.

3. Address of Aspirus Wausau Hospital. The City warrants that neither the Project nor the Street Vacation will require a change to the street addresses of Aspirus Wausau Hospital. The City agrees to use commercially reasonable efforts to assist Developer's intent that Aspirus Wausau Hospital's addresses will remain 333 Pine Ridge Boulevard, Wausau, WI, 54401 and 425 Pine Ridge Boulevard, Wausau, WI, 54401.

4. Conditions Precedent to the City's Obligations.

a. *City Council Approval.* The obligations of the City under this Agreement are conditioned upon the approval of this Agreement by the City Council.

b. *Conditions to Completion of the Street Vacation.* The City's obligation to complete the Street Vacation is conditioned upon the satisfaction of each and every of the following conditions:

i. The City shall have received all required approvals from the Wisconsin Department of Transportation for the Street Vacation, if so required, and any other approvals required by state statute.

ii. The City shall have determined its out-of-pocket expenses for the Street Vacation and shall have received necessary authority for the expenditure.

iii. No uncured Default shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

In the event the foregoing conditions have not been satisfied by July 31, 2026, at the option of the City, the City may terminate this Agreement. If, by July 31, 2026, City does not certify to Developer that all the contingencies for the Street Vacation have been satisfied and that the Street Vacation shall occur, the City or Developer may terminate this Agreement at its option. Upon termination, neither party shall have any duties, obligations, commitments, or covenants pursuant to the Agreement.

5. Additional Representations and Warranties and Covenants of Developer. Developer represents and warrants to the City as of the Effective Date as follows:

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

b. Developer is a non-stock, non-profit corporation duly formed and validly existing in the state of Wisconsin and is duly qualified to do business and in good standing in the State of Wisconsin.

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

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

e. No Default exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

6. Default and Time to Cure; Remedies. The occurrence of the following shall constitute a default ("Default") hereunder: a) Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than sixty (60) days following the notice thereof from the City); or b) City shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer to the City. In the event either party is in Default hereunder and the default remains uncured, the non-defaulting party shall be entitled to take any action allowed by applicable law or this Agreement by virtue of said Default.

7. Developer's Indemnity. Developer shall indemnify, save harmless and defend the City and its respective employees, officers, volunteers, and elected and appointed officials, from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default by Developer, or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the Sewer Relocation or the Street Reconstruction or the construction of the pedestrian walkway within the Access Easement area, or (iii) because of any injuries or damages received or sustained to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time, or (iv) if Developer opts to commence construction of the Project within the Property prior to the Street Vacation, any injuries or claims of injuries relating to such use of the Property by Developer. This Section 7 shall survive termination of this Agreement.

8. Term. The term of this Agreement shall commence on the Effective Date and shall continue, unless terminated by mutual agreement of the parties, until the relative duties, obligations, commitments, or covenants of either party, established by this Agreement, are completed and satisfied.

9. Joint and Several Obligations. If Developer consists of more than one person/entity, each such person/entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such person/entity, jointly or severally, or against any one or more of them.

10. Miscellaneous.

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

Notices to Developer:

with a copy to:

Aspirus Wausau Hospital, Inc.
333 Pine Ridge Boulevard
Wausau, WI 54401
Attn: President

Aspirus, Inc.
2200 Westwood Drive
Wausau, WI 54401
Attn: General Counsel

Notices to the City:

with a copy to:

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

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

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

b. Recording. Recording of this Agreement is prohibited.

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

d. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and

then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

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

f. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (including, without limitation, the seller of the Property or Developer's construction or development consultants) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.

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

h. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

i. Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

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

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

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

CITY OF WAUSAU

ASPIRUS WAUSAU HOSPITAL, INC.

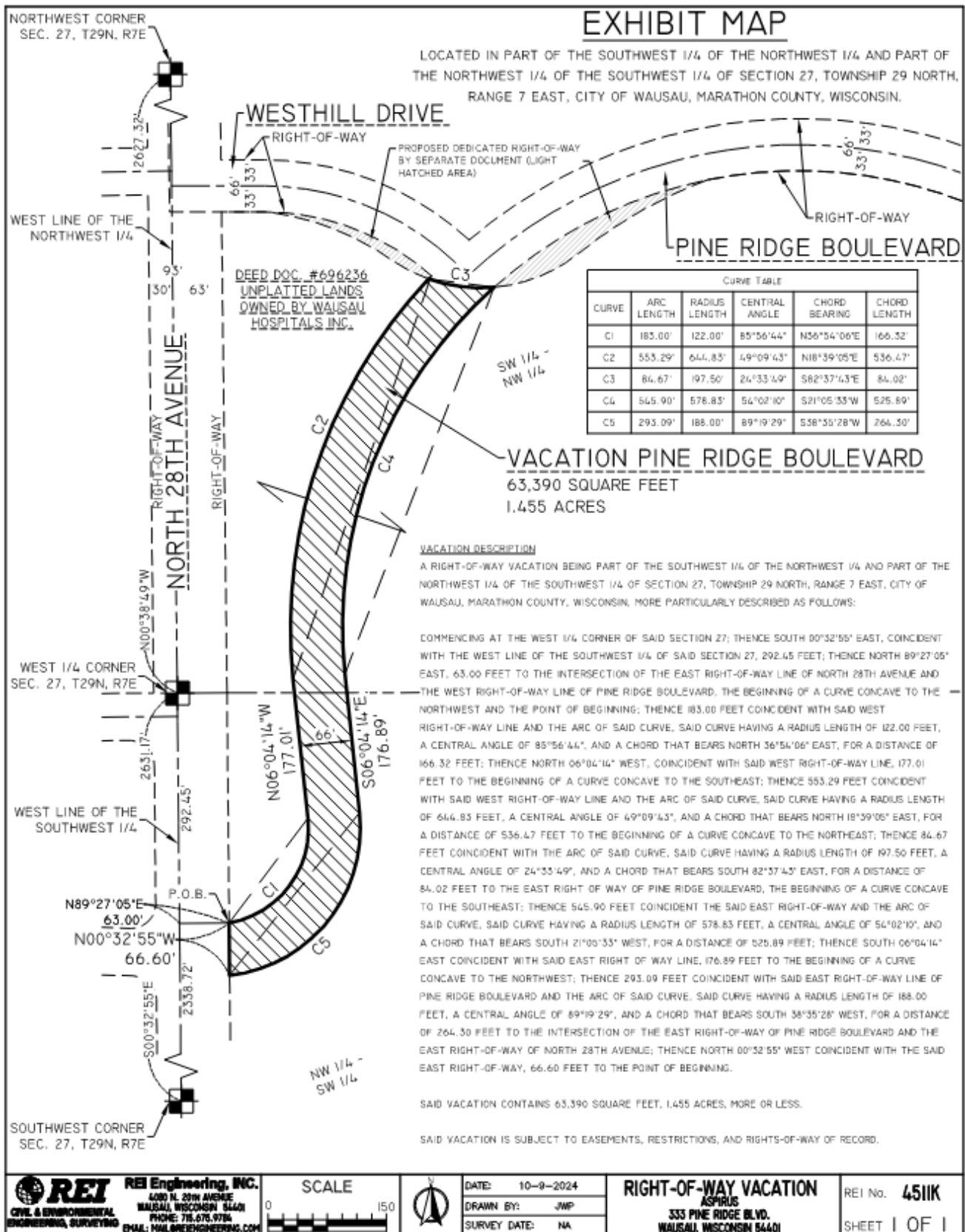
By: _____
Doug Diny, Mayor

By: _____
Name: _____
Title: _____

Attest: _____
Kaitlyn A. Bernarde, Clerk

EXHIBIT A

DEPICTION OF THE PROPERTY AND STREET VACATION



REI Engineering, INC.
4000 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9794
EMAIL: WAUSAU@REIENGINEERING.COM

SCALE
0 150

DATE: 10-9-2024
DRAWN BY: JWP
SURVEY DATE: NA

RIGHT-OF-WAY VACATION
ASPIRUS
333 PINE RIDGE BLVD.
WAUSAU, WISCONSIN 54401

REI No. 451HK
SHEET 1 OF 1

EXHIBIT B

DEPICTION OF STREET DEDICATION

REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 875-9784

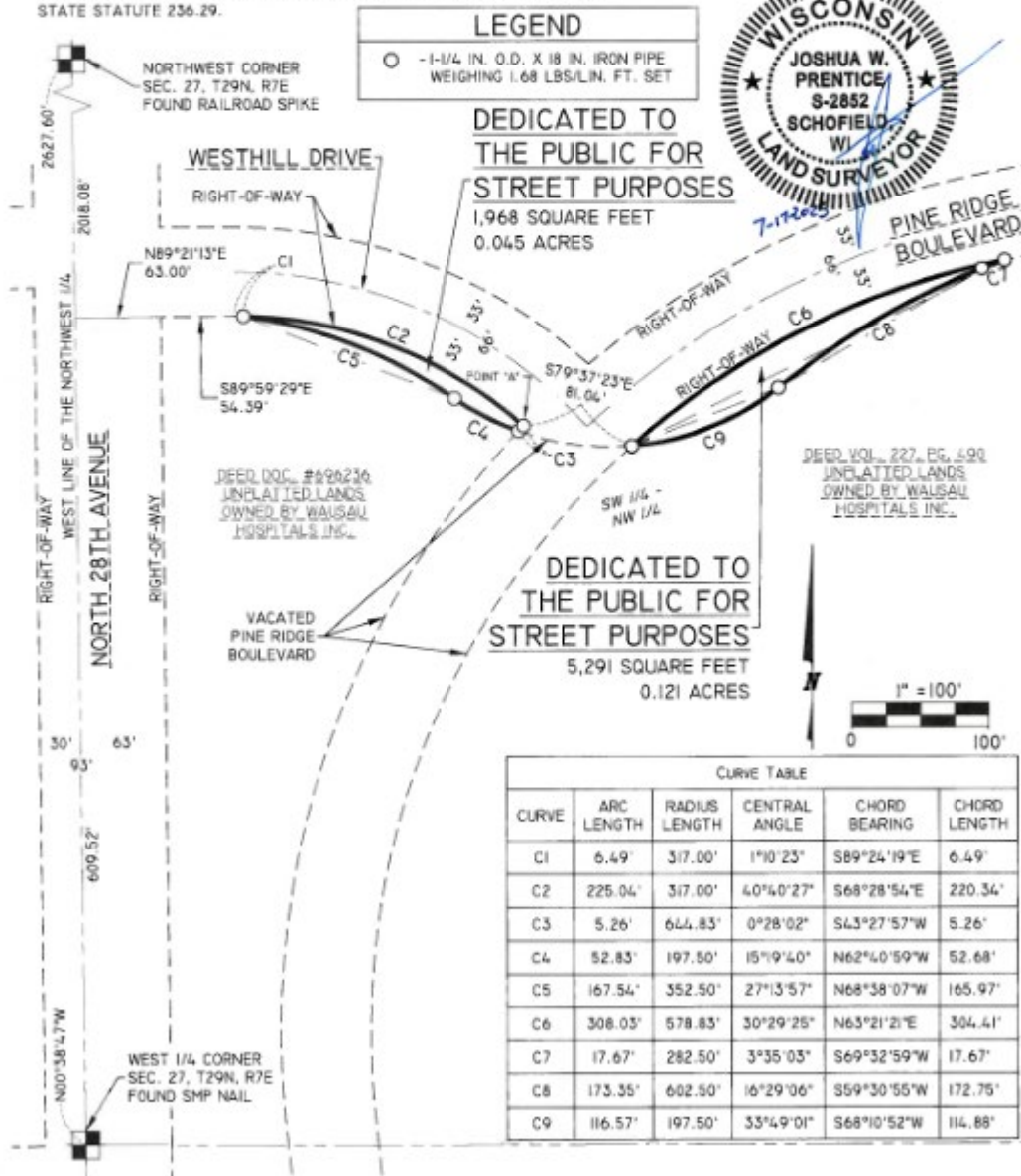
MARATHON COUNTY CERTIFIED SURVEY MAP
MAP NO. _____

PREPARED FOR: WAUSAU HOSPITALS INC.
LANDOWNER: WAUSAU HOSPITALS INC.

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

NOTES:

1. FIELD SURVEY WAS COMPLETED ON 04-11-2025.
2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR NORTH 00°38'47" WEST.
3. THIS CERTIFIED SURVEY MAP TRANSFERS PROPERTY OWNERSHIP OF THE SURVEYED PARCELS UPON RECORDING OF THIS MAP, BASED ON WISCONSIN STATE STATUTE 236.29.



DRAWING FILE: P:\4500-4599\4511K Aspirus NW Parking Add\Drawing\Survey\4511K CSM.dwg

SHEET 1 OF 3

**REI**CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4000 N. 307TH AVENUE, WAUSAU, WI 54401
(715) 675-0794**MARATHON COUNTY CERTIFIED SURVEY MAP**

MAP NO. _____

PREPARED FOR: WAUSAU HOSPITALS, INC.LANDOWNER: WAUSAU HOSPITALS, INC.PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP
29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.**SURVEYOR'S CERTIFICATE**

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE NORTH 00°38'47" WEST, COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 27, 609.52 FEET; THENCE NORTH 89°21'13" EAST, 63.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH 28TH AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WESTHILL DRIVE; THENCE SOUTH 89°59'29" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF WESTHILL DRIVE, 54.39 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 6.49 FEET, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 317.00 FEET, A CENTRAL ANGLE OF 1°10'23", AND A CHORD THAT BEARS SOUTH 89°24'19" EAST FOR A DISTANCE OF 6.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING 225.04 FEET, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF WESTHILL DRIVE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 317.00 FEET, A CENTRAL ANGLE OF 40°40'27", AND A CHORD THAT BEARS SOUTH 68°28'54" EAST FOR A DISTANCE OF 220.34 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE RIDGE BOULEVARD, THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, AND A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE 5.26 FEET, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF PINE RIDGE BOULEVARD AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 644.83 FEET, A CENTRAL ANGLE OF 0°28'02", AND A CHORD THAT BEARS SOUTH 43°27'57" WEST FOR A DISTANCE OF 5.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 52.83 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 197.50, A CENTRAL ANGLE OF 15°19'40", AND A CHORD THAT BEARS NORTH 62°40'59" WEST FOR A DISTANCE OF 52.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 167.54 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 352.50 FEET, A CENTRAL ANGLE OF 27°13'57", AND A CHORD THAT BEARS NORTH 68°38'07" WEST FOR A DISTANCE OF 165.97 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF WESTHILL DRIVE AND THE POINT OF BEGINNING;

AND,

COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE SOUTH 79°37'23" EAST, 81.04 FEET TO THE EAST RIGHT-OF-WAY LINE OF PINE RIDGE BOULEVARD, THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, AND THE POINT OF BEGINNING; THENCE 308.03 FEET COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE OF PINE RIDGE BOULEVARD AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH 578.83 FEET, A CENTRAL ANGLE OF 30°29'25", AND A CHORD THAT BEARS NORTH 63°21'21" EAST FOR A DISTANCE OF 304.41 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE 17.67 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 282.50 FEET, A CENTRAL ANGLE OF 3°35'03", AND A CHORD THAT BEARS SOUTH 69°32'59" WEST FOR A DISTANCE OF 17.67 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE 173.35 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 602.50 FEET, A CENTRAL ANGLE OF 16°29'06", AND A CHORD THAT BEARS SOUTH 59°30'55" WEST FOR A DISTANCE OF 172.75 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST; THENCE 116.57 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 197.50 FEET, A CENTRAL ANGLE OF 33°49'01", AND A CHORD THAT BEARS SOUTH 68°10'52" WEST FOR A DISTANCE OF 114.88 FEET TO SAID EAST RIGHT-OF-WAY LINE OF PINE RIDGE BOULEVARD AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 7,259 SQUARE FEET, OR 0.166 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF WAUSAU HOSPITALS, INC., OWNER OF SAID PARCELS.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-17, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

DATED THIS 17TH DAY OF JULY, 2025

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852



**REI**CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 30TH AVENUE, WAUSAU, WI 54401
(715) 675-9784**MARATHON COUNTY CERTIFIED SURVEY MAP**

MAP NO. _____

PREPARED FOR: WAUSAU HOSPITALS INC.LANDOWNER: WAUSAU HOSPITALS INC.PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP
29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.**CORPORATE OWNER'S CERTIFICATE OF DEDICATION**

ASPIRUS WAUSAU HOSPITALS, INC., A CORPORATION FORMED UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED, AND ROADS DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. IN WITNESS WHEREOF, THE SAID WAUSAU HOSPITALS, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY MATTHEW F. HEYWOOD, ITS PRESIDENT AND COUNTERSIGNED BY MICHAEL HOLZHUETER, ITS ASSISTANT SECRETARY

AT _____, WISCONSIN, AND ITS CORPORATE SEAL HEREUNTO AFFIXED ON THIS _____, DAY

OF _____, 20____

IN THE PRESENCE OF: WAUSAU HOSPITALS, INC.

_____, MATTHEW F. HEYWOOD, PRESIDENT

_____, MICHAEL HOLZHUETER, ASSISTANT SECRETARY

STATE OF WISCONSIN)

SS

_____, COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____ THE

ABOVE NAMED MATTHEW F. HEYWOOD, PRESIDENT, AND MICHAEL HOLZHUETER, SECRETARY, OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY OF SAID CORPORATION, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

_____, NOTARY PUBLIC

STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

CITY OF WAUSAU COMMON COUNCIL APPROVAL CERTIFICATE:

RESOLVED, THAT THE CERTIFIED SURVEY MAP, IN THE CITY OF WAUSAU, ASPIRUS WAUSAU HOSPITALS, INC., OWNERS, IS HEREBY APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

DATE _____ APPROVED _____

MAYOR

DATE _____ SIGNED _____

MAYOR

I HEREBY CERTIFY THAT THE AFOREMENTIONED CERTIFIED SURVEY MAP HAS BEEN APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

CITY OF WAUSAU CLERK

EXHIBIT C PEDESTRIAN ACCESS EASEMENT

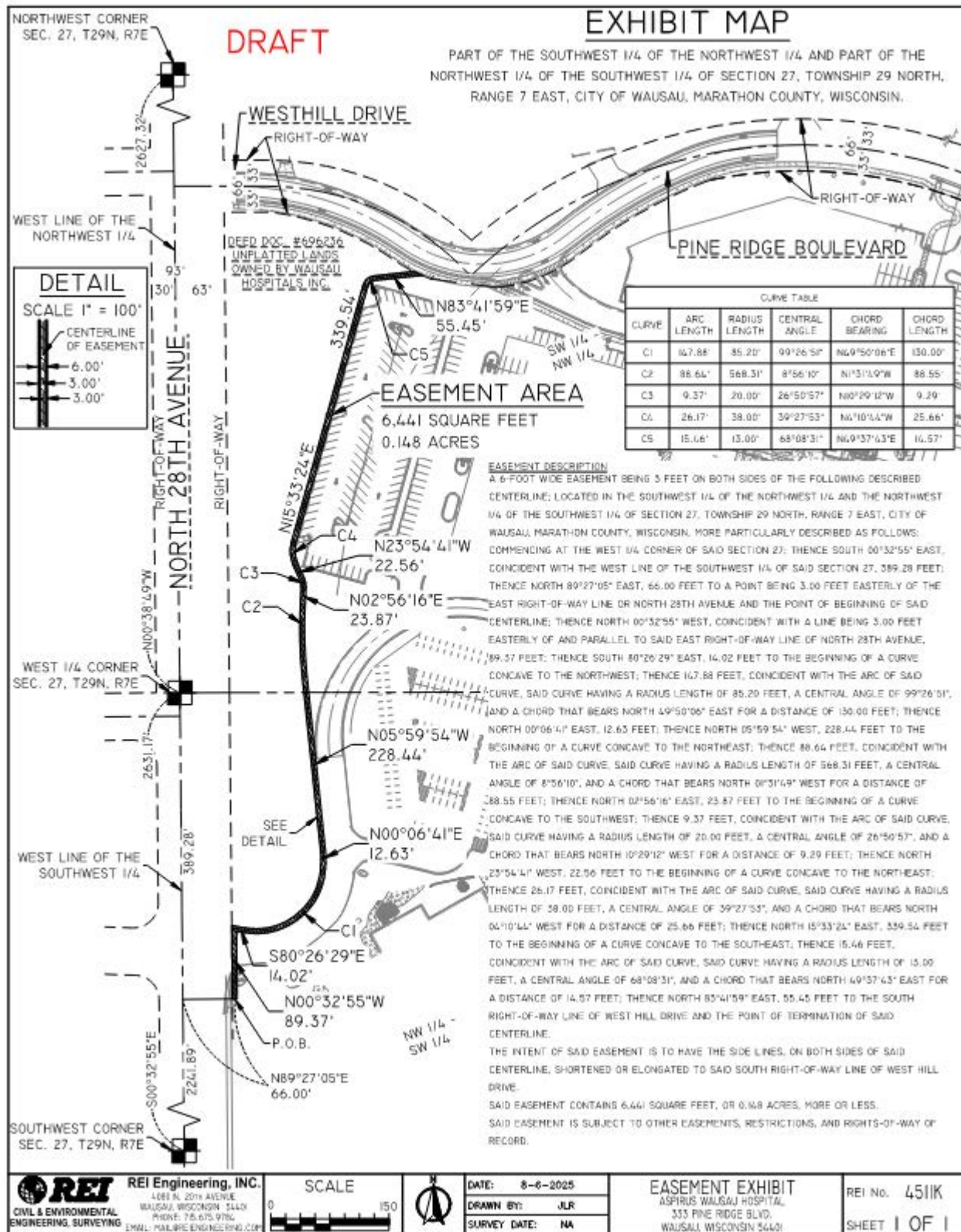


EXHIBIT D
CITY'S INSURANCE REQUIREMENTS

The Developer/Contractor shall not commence work on the Property or within any public right of way (including the land within the Dedication) until proof of insurance required has been provided in writing to the applicable department.

Developer/Contractor shall procure and maintain, during the term of this Agreement, and for such length of time as is specified, if any, in the agreement or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Professional Liability – if project includes the use of engineers, architects, or other professionals, the below coverage and limits apply:
 - (1) Limits
 - (i.) \$1,000,000 each claim
 - (ii.) \$1,000,000 annual aggregate
 - (2) Must continue coverage for 2 years after final acceptance of service/job/work.
- (b) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
 - (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (c) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (d) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (f) Installation Floater/Developer's Equipment or Property – The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but is not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.
- (f) Applicable Requirements and Provisions for Liability Insurance of Developers/Sub-Contractors
 - (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
 - (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an

admitted insurance company in the State of Wisconsin.

- (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker’s Compensation policies or Professional Liability policy.
- (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.
- (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the developer’s policy must be declared to the City of Wausau and satisfied by the contractor.
- (vi.) Evidence of Insurance - Prior to commencing work on the Property or within any public right of way (including the land within the Dedication), the Developer shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer’s representative evidencing the coverage required by this Agreement. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- (vii.) Limits and Coverage – The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minim insurance requirements stated hereinabove are sufficient to cover the obligations of Developer under this Agreement.
- (VIII.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days’ prior written notice to the City of Wausau, except where cancelation is due to the non-payment of premiums, in which event, 10 days’ prior written notice shall be provided.

MEMO

TO: Members of the Finance Committee

FROM: Anne Jacobson, City Attorney

DATE: Monday, August 25, 2025

RE: Aspirus Development Agreement

Background: On August 26, 2025, the Council will consider approving the vacation of Pine Ridge Boulevard between N. 28th Avenue and Westhill Drive, and on September 9, 2025, the Council will be slated to consider approving a development agreement with Aspirus to address the vacation, the proposed construction of the parking lot and relocating utilities and reconstructing Pine Ridge boulevard from the current hospital entrance westward to 28th Avenue and reconstruction of the intersection of Pine Ridge Boulevard and Westhill Drive. Additionally, Aspirus will dedicate land along Westhill Drive to the City and provide a pedestrian access easement along the vacated portion of Pine Ridge Boulevard to preserve public connectivity.

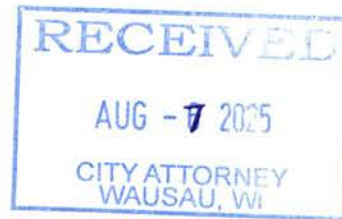
The Vacation Resolution, if approved on August 26, 2025, will become effective after September 26, 2025, to give utilities an opportunity to record easements prior to the approved vacation taking effect.

It was communicated to me that there was a request to begin construction “early,” prior to the vacation becoming effective. If desired, the “additional early commencement provision” will be added to the agreement as the second paragraph in 1. A. of the agreement.

On 8/14 and 8/15, we ran a conflicts check with Quarles and Brady regarding Aspirus; they set up a file for a development agreement to take advantage of the discounted hourly rate for those agreements; signed a retainer agreement, and after receiving all necessary exhibits, we received comments on 8/15 and 8/18. We then shared those comments with Aspirus counsel last Thursday, and received changes today, August 25, 2025, from Aspirus counsel, and a review of their proposed changes from Quarles, for staff to review. For this reason, I apologize for the late upload to the packet and e-mail communication to you regarding this short development agreement.

Any amendments made on the floor at committee will be applied to the agreement, along with any other outstanding items, which when agreed upon, will be reflected in the final agreement sent to Council on September 9, 2025.

MEMO



DATE: August 7, 2025

TO: Chad Henke – Chair
Infrastructure and Facilities Committee – City of Wausau

FROM: Andrew Miller – Interim Director, System Facility Planning & Construction Management
System Director, Facilities Management & Security
Jeff Wicklander – SVP, President, WI Central Region

SUBJECT: Overview of Developer's Agreement Between City of Wausau & Aspirus Wausau Hospital

Aspirus Wausau Hospital is preparing to initiate a major campus expansion in mid-September 2025, designed to enhance patient care and accommodate future service growth. In support of this initiative, a draft Developer's Agreement (DA) has been prepared in collaboration with the City of Wausau. The DA outlines the respective responsibilities and conditions necessary to facilitate the construction of a new parking area that is integral to the overall project. The DA represents a coordinated public-private effort to enable a critical healthcare infrastructure investment benefiting the greater Wausau community.

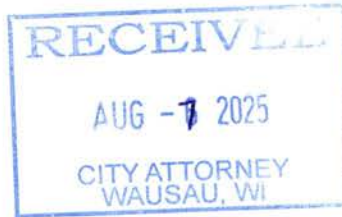
Under the DA, the City will vacate a designated portion of Pine Ridge Boulevard. Aspirus will construct the parking lot, relocate necessary wet and dry utilities—including storm sewer, sanitary sewer, and electrical systems—and reconstruct Pine Ridge Boulevard from the current hospital entrance westward to 28th Avenue. The intersection of Pine Ridge Boulevard and Westhill Drive will also be reconstructed, inclusive of signalization or other appropriate traffic control measures. All public improvements will be designed in compliance with City specifications, subject to the City's prior written approval, and all applicable permits will be obtained.

To support this work, the City agrees to undertake and fund the formal vacation of the designated segment of Pine Ridge Boulevard. Upon completion of the vacation process, the title to the vacated land will be transferred to Aspirus. This land is essential to the planned parking expansion. In exchange, Aspirus will dedicate certain lands back to the City for future public roadway use and provide a pedestrian access easement along the vacated segment to preserve public connectivity.

The DA further affirms that no changes will be made to existing Aspirus facility addresses, thereby ensuring continuity for patient access, emergency services, and public wayfinding.

Consistent with the DA, REI Engineering has outlined a phased construction approach. This phasing plan is intended to balance infrastructure improvements with hospital operational continuity and public accessibility throughout the duration of construction. A resolution approving the DA is expected to go before the Wausau Common Council on September 9, 2025.

Aspirus values the City's continued partnership in advancing this significant healthcare infrastructure project. This collaborative effort is essential to supporting the hospital's long-term growth and its mission to serve patients across Wausau and the surrounding communities.



Memo

To: Aspirus
From: Jim Borysenko
Date: 8/6/2025
RE: Project Phasing



Through the collaborative efforts between Aspirus and the City of Wausau, it was determined that it would be in both the public and private interest to reassess the construction phasing approach for Pine Ridge Boulevard and Westhill Drive to minimize potential traffic disruptions. The outline below is based on the color-coded project phasing exhibit (included for reference). Aspirus intends to begin construction in mid-September following the vacation of Pine Ridge Boulevard.

Phase 1 (Blue) – Construction of the new main hospital entrance

- Existing Pine Ridge Boulevard would be closed off between Aspirus' current main entrance and where Westhill Drive currently intersects with Pine Ridge Boulevard.
- The intersection of Westhill Drive and Pine Ridge would have any intersection controls eliminated, making it a free-flowing intersection, similar to how it will transform in the future.
- Construction of the new hospital entrance would commence, and once completed, the existing hospital entrance would be closed off.
- The goal would be to have the new main entrance constructed and usable prior to November 2025.

Phase 2 (Pink) – Construction of the expanded parking area

- The expanded parking area will be a replacement of the existing doctor parking area currently located just south of the main hospital entrance. This is a critical component to prepare for Aspirus' upcoming patient bed addition. The goal is to have this area usable for parking by Spring 2026.
- The pink area located between the blue and green area would be closed off to facilitate demolition, utility rework, and construction of the expanded parking area.
- Public sanitary sewer and storm sewer would be re-laid to work with the proposed lower elevations. No work on the public water main would be required during this phase.
- Dry utility work with various communication lines would be included.

Phase 3 (Green) – Reconstruction of Westhill Drive and Pine Ridge Boulevard

- The existing roadway from 28th Avenue to the east limits of construction would be closed to facilitate reconstruction of the utilities and realigned road right-of-way.
 - This phase would not commence until Spring 2026
 - Wet utility work is inclusive of water, sanitary, and storm.
 - Dry utility work consists of electric and communication lines.
- The new westerly entrance for the emergency room as well as adjacent parking refinements would also be included.
- The goal is to have this area completed by Summer 2026.



RESPONSIVE. EFFICIENT. INNOVATIVE.

4080 N. 20th Avenue Wausau, WI 54401

715-675-9784 www.REIengineering.com

p:\4500-4599\4511k aspirus nw parking add\correspondence\letters - memos - transmittals\memo-aspirus phasing.doc

DEVELOPMENT AGREEMENT
(Improvements to Aspirus Wausau Hospital Campus)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of August __, 2025 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City") and ASPIRUS WAUSAU HOSPITAL, INC., a Wisconsin non-stock, non-profit corporation ("Developer").

RECITALS

WHEREAS, Developer desires to obtain title to certain real property and land beneath the to-be-vacated portions of Pine Ridge Boulevard in the City of Wausau, County of Marathon, State of Wisconsin, as depicted on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer has proposed to construct on the Property additional parking spaces to support an approximately 95,522 square foot addition to the hospital on Developer's adjacent property for expansion of services (collectively, the "Project"); and

WHEREAS, Developer's ability to construct the Project on the Property and dedicate certain lands for the right-of-way as set forth herein requires the closure and vacation of portions of Pine Ridge Boulevard as depicted on Exhibit A which, to accomplish, requires City action; and

WHEREAS, the City has determined that the Project at the Property, as set forth herein, will promote and carry out the development objectives of the City.

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

1. Construction of the Project by Developer; Other Agreements of Developer.

A. Upon City certifying to Developer that the Street Vacation (defined below) has been accomplished, Developer, at its cost and expense, shall commit to construct the Project. Construction of the Project shall commence no later than eight (8) months following the Street Vacation, and Developer shall continue construction of the Project diligently until completion, and in any event, Developer shall complete the Street Reconstruction (defined below) portion of the Project no later than August 1, 2026. If Developer does not commence construction of the Project by such deadline, then, at the City's option and at Developer's expense, the Property shall be dedicated back to the City for a public right-of-way.

[ADDITIONAL EARLY COMMENCEMENT PROVISION UNDER CONSIDERATION BY THE CITY.] [After City approval of Plans (defined below), and subject to Developer complying with all terms and conditions of this Agreement (including, without limitation,

providing proof of all required insurance and any requested bonding), Developer may, at Developer's option, commence construction of the Project within the Property prior to the Street Vacation; provided, however, that if the Street Vacation is not ultimately accomplished (including all conditions precedent) by the deadline set forth in Section 4 below, Developer shall promptly restore any physical damage or alteration of the physical condition of the Property (including the restoration of all public improvements located thereon), and such restoration obligation of Developer shall survive termination of this Agreement.]

B. In consideration of the Street Vacation and as part of the Project, Developer shall complete the following: (a) promptly dedicate lands for the public roadway as indicated on Exhibit B pursuant to an instrument reasonably acceptable to the City (the "Dedication"), (b) provide the City with an access easement (with terms and conditions of such instrument reasonably acceptable to the City) affording pedestrian traffic for the general public along the Property and/or other adjacent lands owned by Developer along the route as depicted in Exhibit C (the "Access Easement") and construct such pedestrian walkway within the Access Easement area, (c) relocate the storm sewer and sanitary sewer to accommodate the grade of the parking field (the "Sewer Relocation"), and (d) reconstruct the intersection of Westhill Drive and Pine Ridge Boulevard, including the areas within the Dedication (the "Street Reconstruction").

C. Developer shall design and construct all public improvements associated with the Project (including, without limitation, the public walkway within the Access Easement, the Sewer Relocation and the Street Reconstruction) in compliance with the applicable specifications, standards, and requirements of the City, including all bonding for such work reasonably requested by the City. The Developer shall further obtain the City's prior written approval of all construction plans for such public improvements ("Plans") before commencing any such construction activities. The Developer shall contract with an engineering firm, approved by the City, to inspect the installation of the utilities and construction of the roadway and other public improvements. All applicable inspection reports and as built drawings of the entire Project shall be made available to the City upon completion of the Project.

D. Developer will cause the Project (including, without limitation, the Access Easement, the Sewer Relocation and the Street Reconstruction) to be constructed in a good and workmanlike manner and constructed in conformance and compliance with City-approved Plans and all applicable federal, state, local and other laws, rules, regulations and ordinances. The Developer shall reimburse the City for any and all costs, fees, or expenses incurred by the City related to construction inspection activities related to the Access Easement, the Sewer Relocation, and the Street Reconstruction.

E. Prior to commencement of construction of the Project within the Property or any right-of-way, Developer shall provide the City with evidence that Developer has in force such insurance policies and coverage in compliance with the City's requirements and other agreements as set forth on Exhibit D attached hereto sufficient to cover its indemnification obligations under this Agreement.

2. Street Vacation by the City. The City shall, at its cost, vacate the street identified on Exhibit A attached hereto (the "Street Vacation") such that title to the Property vests in adjoining owners pursuant to applicable law. Developer understands and agrees that the Street Vacation shall be subject to easements for utilities and other matters, and Developer shall design the Project accordingly.

3. Address of Aspirus Wausau Hospital. The City warrants that ~~the~~ neither the Project nor the Street Vacation will ~~not affect~~ require a change to the street addresses of Aspirus Wausau Hospital. The City agrees to use commercially reasonable efforts to assist Developer's intent that Aspirus Wausau Hospital's addresses will remain 333 Pine Ridge Boulevard, Wausau, WI, 54401 and 425 Pine Ridge Boulevard, Wausau, WI, 54401.

Amy Bradshaw [AB1] August 22,
2025 04:39 PM
~~Perhaps we should discuss. Is it crucially
important to Aspirus that the Project/Street
Vacation not change the addresses.~~

4. Conditions Precedent to the City's Obligations.

a. *City Council Approval.* The obligations of the City under this Agreement are conditioned upon the approval of this Agreement by the City Council.

b. *Conditions to Completion of the Street Vacation.* The City's obligation to complete the Street Vacation is conditioned upon the satisfaction of each and every of the following conditions:

i. The City shall have received all required approvals from the Wisconsin Department of Transportation for the Street Vacation, if so required, and any other approvals required by state statute.

ii. The City shall have determined its out-of-pocket expenses for the Street Vacation and shall have received necessary authority for the expenditure.

iii. No uncured Default shall exist under this Agreement. Developer shall not be in ~~Default~~ default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

In the event the foregoing conditions have not been satisfied by July 31, 2026, at the option of the City, the City may terminate this Agreement. If, by July 31, 2026, City does not certify to Developer that all the contingencies for the Street Vacation have been satisfied and that the Street Vacation shall occur, the City or Developer may terminate this Agreement at its option. Upon termination, neither party shall have any duties, obligations, commitments, or covenants pursuant to the Agreement.

5. Additional Representations and Warranties and Covenants of Developer. Developer represents and warrants to the City as of the Effective Date as follows:

- a. All statements and copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.
 - b. Developer is a non-stock, non-profit corporation duly formed and validly existing in the state of Wisconsin and is duly qualified to do business and in good standing in the State of Wisconsin.
 - c. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
 - d. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
 - e. No Default exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.
6. Default and Time to Cure; Remedies. The occurrence of the following shall constitute a default ("Default") hereunder: a) Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than sixty (60) days following the notice thereof from the City); or b) City shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer to the City. In the event either party is in Default hereunder and the default remains uncured, the non-defaulting party shall be entitled to take any action allowed by applicable law or this Agreement by virtue of said Default.
7. Developer's Indemnity. Developer shall indemnify, save harmless and defend the City and its respective employees, officers, volunteers, and elected and appointed officials, from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default by Developer, or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the Sewer Relocation or the Street Reconstruction.

or the construction of the pedestrian walkway within the Access Easement area, or (iii) because of any injuries or damages received or sustained to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time, or (iv) if Developer opts to commence construction of the Project within the Property prior to the Street Vacation, any injuries or claims of injuries relating to such use of the Property by Developer. This Section 7 shall survive termination of this Agreement.

8. Term. The term of this Agreement shall commence on the Effective Date and shall continue, unless terminated by mutual agreement of the parties, until the relative duties, obligations, commitments, or covenants of either party, established by this Agreement, are completed and satisfied.

9. Joint and Several Obligations. If Developer consists of more than one person/entity, each such person/entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such person/entity, jointly or severally, or against any one or more of them.

10. Miscellaneous.

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

Notices to Developer:

with a copy to:

Aspirus Wausau Hospital, Inc.
333 Pine Ridge Boulevard
Wausau, WI 54401
Attn: President

Aspirus, Inc.
2200 Westwood Drive
Wausau, WI 54401
Attn: General Counsel

Notices to the City:

with a copy to:

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

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

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

b. Recording. Recording of this Agreement is prohibited.

- c. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- d. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.
- e. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.
- f. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (including, without limitation, the seller of the Property or Developer's construction or development consultants) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the ~~Property~~Project.
- g. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
- h. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.
- i. Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

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

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

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

CITY OF WAUSAU

ASPIRUS WAUSAU HOSPITAL, INC.

By: _____
Doug Diny, Mayor

By: _____
Name: _____
Title: _____

Attest: _____
Kaitlyn A. Bernarde, Clerk

[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

EXHIBIT A

DEPICTION OF THE PROPERTY AND STREET VACATION

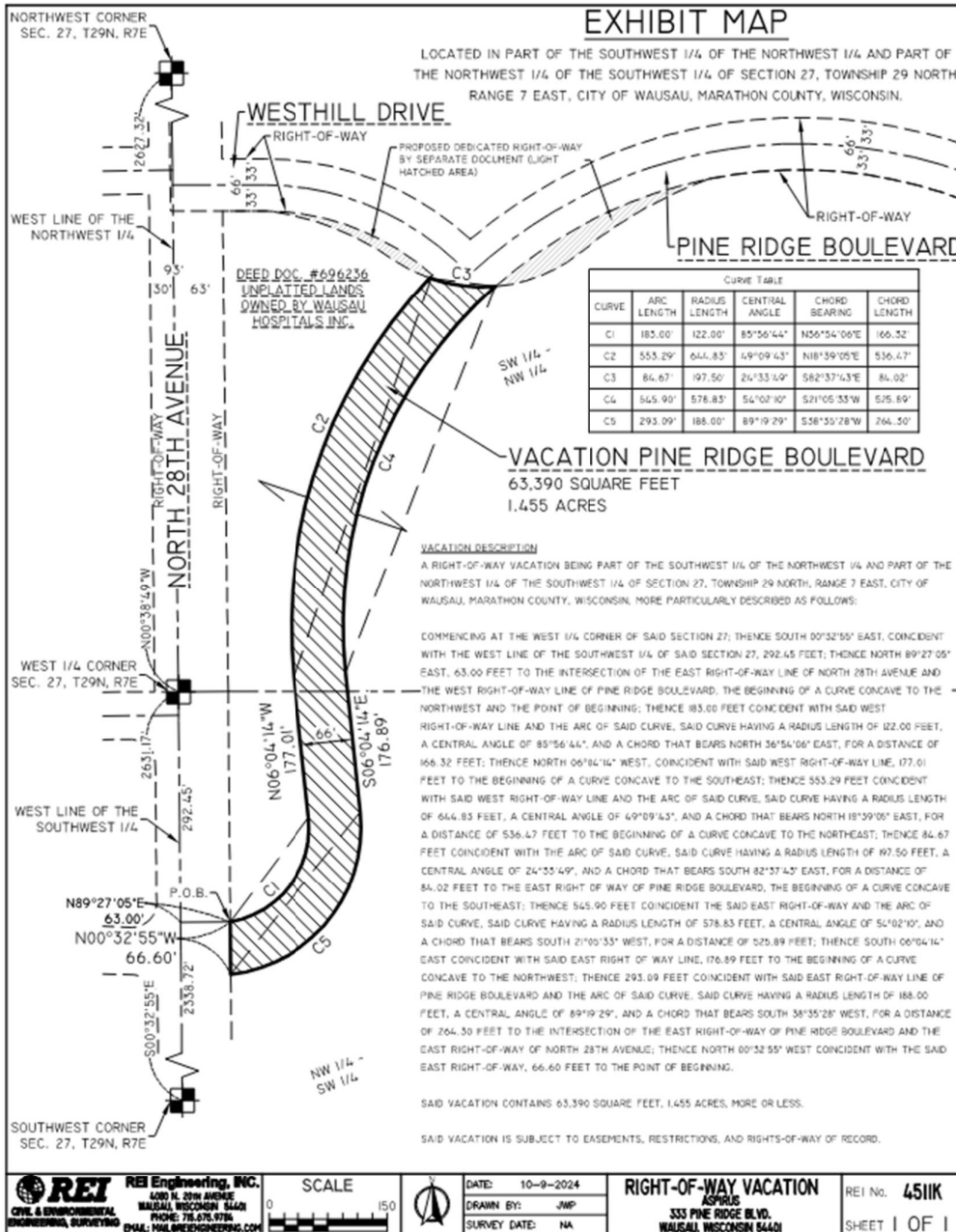


EXHIBIT B

DEPICTION OF STREET DEDICATION

REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 875-9784

MARATHON COUNTY CERTIFIED SURVEY MAP
MAP NO. _____

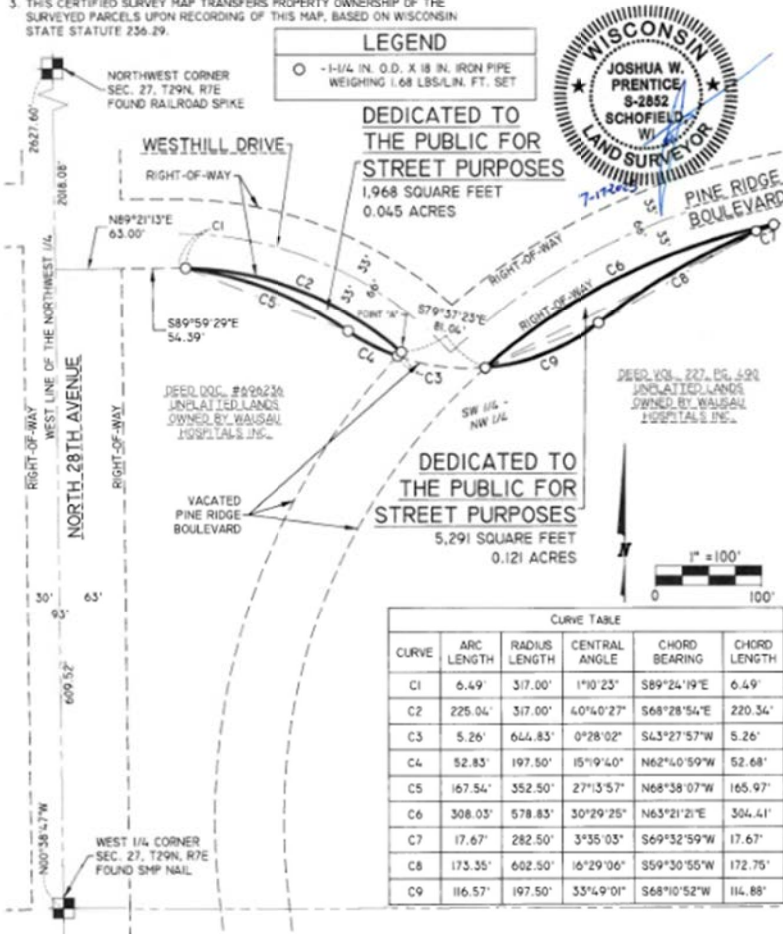
PREPARED FOR: WAUSAU HOSPITALS INC.

LANDOWNER: WAUSAU HOSPITALS INC.

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

NOTES:

1. FIELD SURVEY WAS COMPLETED ON 06-11-2025.
2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR NORTH 00°38'47" WEST.
3. THIS CERTIFIED SURVEY MAP TRANSFERS PROPERTY OWNERSHIP OF THE SURVEYED PARCELS UPON RECORDING OF THIS MAP, BASED ON WISCONSIN STATE STATUTE 236.29.



DRAWING FILE: P:\4500-4599\4511K Aspirus NW Parking Add\Drawing\Survey\4511K CSM.dwg

SHEET 1 OF 3



CIVIL & ENVIRONMENTAL ENGINEERING SURVEYING
4000 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 478-9794

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: WAUSAU HOSPITALS, INC.

LANDOWNER: WAUSAU HOSPITALS, INC.

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 27; THENCE NORTH 00°58'47" WEST, COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 27, 609.52 FEET; THENCE NORTH 89°21'15" EAST, 63.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH 28TH AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WESTHILL DRIVE; THENCE SOUTH 89°59'29" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF WESTHILL DRIVE, 54.39 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 6.49 FEET, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 317.00 FEET, A CENTRAL ANGLE OF 1°10'23", AND A CHORD THAT BEARS SOUTH 89°24'19" EAST FOR A DISTANCE OF 6.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING 225.04 FEET, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF WESTHILL DRIVE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 317.00 FEET, A CENTRAL ANGLE OF 4°04'02", AND A CHORD THAT BEARS SOUTH 68°28'54" EAST FOR A DISTANCE OF 220.34 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE RIDGE BOULEVARD, THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, AND A POINT HEREINAFTER REFERRED TO AS POINT 'A'; THENCE 5.26 FEET, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF PINE RIDGE BOULEVARD AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 644.83 FEET, A CENTRAL ANGLE OF 0°28'02", AND A CHORD THAT BEARS SOUTH 43°27'57" WEST FOR A DISTANCE OF 5.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 52.83 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 197.50, A CENTRAL ANGLE OF 15°19'40", AND A CHORD THAT BEARS NORTH 62°40'59" WEST FOR A DISTANCE OF 52.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE 167.54 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 352.50 FEET, A CENTRAL ANGLE OF 27°13'57", AND A CHORD THAT BEARS NORTH 68°36'07" WEST FOR A DISTANCE OF 165.97 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF WESTHILL DRIVE AND THE POINT OF BEGINNING;

AND, COMMENCING AT THE FOREMENTIONED POINT 'A'; THENCE SOUTH 79°37'23" EAST, 81.04 FEET TO THE EAST RIGHT-OF-WAY LINE OF PINE RIDGE BOULEVARD, THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, AND THE POINT OF BEGINNING; THENCE 308.03 FEET COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE OF PINE RIDGE BOULEVARD AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH 578.83 FEET, A CENTRAL ANGLE OF 30°29'25", AND A CHORD THAT BEARS NORTH 63°21'21" EAST FOR A DISTANCE OF 304.41 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE 17.67 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 282.50 FEET, A CENTRAL ANGLE OF 3°35'05", AND A CHORD THAT BEARS SOUTH 69°32'59" WEST FOR A DISTANCE OF 17.67 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE 173.35 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 602.50 FEET, A CENTRAL ANGLE OF 16°29'06", AND A CHORD THAT BEARS SOUTH 59°30'55" WEST FOR A DISTANCE OF 172.75 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST; THENCE 116.57 FEET, COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 197.50 FEET, A CENTRAL ANGLE OF 33°49'01", AND A CHORD THAT BEARS SOUTH 68°10'52" WEST FOR A DISTANCE OF 114.88 FEET TO SAID EAST RIGHT-OF-WAY LINE OF PINE RIDGE BOULEVARD AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 7,239 SQUARE FEET, OR 0.166 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF WAUSAU HOSPITALS, INC., OWNER OF SAID PARCELS.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-27, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

DATED THIS 17TH DAY OF JULY, 2025

RE:
JOSHUA W. PRENTICE
WI P.L.S. S-2852



DRAWING FILE: P:\4500-4500\4511K Aspinus NW Parking Add\Drawings\Survey\4511K_CSM.dwg

SHEET 2 OF 3



CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 30TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: WAUSAU HOSPITALS, INC.

LANDOWNER: WAUSAU HOSPITALS, INC.

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP
29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



CORPORATE OWNER'S CERTIFICATE OF DEDICATION

ASPIRUS WAUSAU HOSPITALS, INC., A CORPORATION FORMED UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED, AND ROADS DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. IN WITNESS WHEREOF, THE SAID WAUSAU HOSPITALS, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY MATTHEW F. HEYWOOD, ITS PRESIDENT AND COUNTERSIGNED BY MICHAEL HOLZHUETER, ITS ASSISTANT SECRETARY

AT _____, WISCONSIN, AND ITS CORPORATE SEAL HEREUNTO AFFIXED ON THIS _____, DAY

OF _____, 20____

IN THE PRESENCE OF: WAUSAU HOSPITALS, INC.

_____ MATTHEW F. HEYWOOD, PRESIDENT

_____ MICHAEL HOLZHUETER, ASSISTANT SECRETARY

STATE OF WISCONSIN)
SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____ THE

ABOVE NAMED MATTHEW F. HEYWOOD, PRESIDENT, AND MICHAEL HOLZHUETER, SECRETARY, OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY OF SAID CORPORATION, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

_____, NOTARY PUBLIC
STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

CITY OF WAUSAU COMMON COUNCIL APPROVAL CERTIFICATE:

RESOLVED, THAT THE CERTIFIED SURVEY MAP, IN THE CITY OF WAUSAU, ASPIRUS WAUSAU HOSPITALS, INC., OWNERS, IS HEREBY APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

DATE _____ APPROVED _____
MAYOR

DATE _____ SIGNED _____
MAYOR

I HEREBY CERTIFY THAT THE AFOREMENTIONED CERTIFIED SURVEY MAP HAS BEEN APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

CITY OF WAUSAU CLERK

EXHIBIT C
PEDESTRIAN ACCESS
EASEMENT

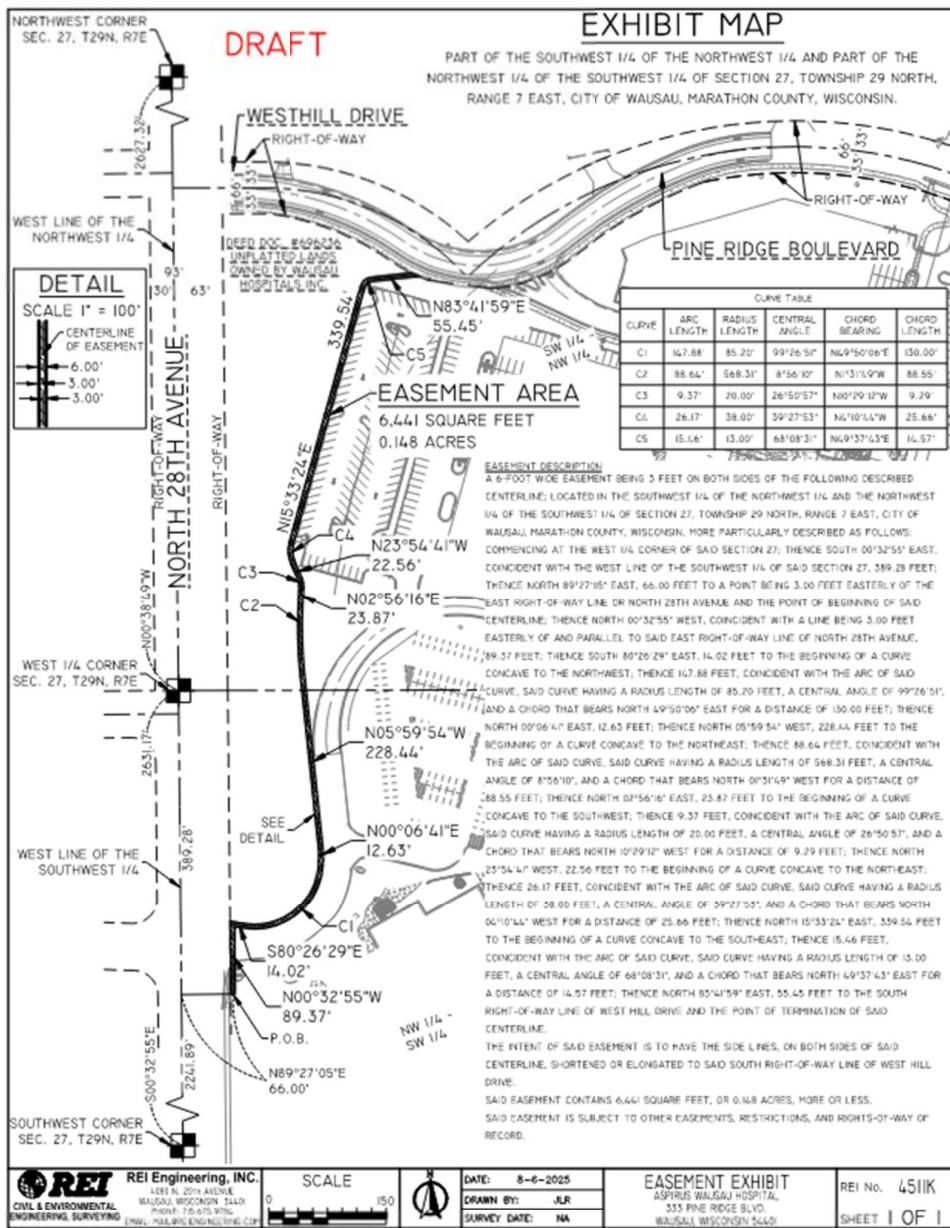


EXHIBIT D
CITY'S INSURANCE REQUIREMENTS

The Developer/Contractor shall not commence work on the Property or within any public right of way (including the land within the Dedication) until proof of insurance required has been provided in writing to the applicable department.

Developer/Contractor shall procure and maintain, during the term of this Agreement, and for such length of time as is specified, if any, in the agreement or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Professional Liability – if project includes the use of engineers, architects, or other professionals, the below coverage and limits apply:
 - (1) Limits
 - (i.) \$1,000,000 each claim
 - (ii.) \$1,000,000 annual aggregate
 - (2) Must continue coverage for 2 years after final acceptance of service/job/work.
- (b) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
 - (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (c) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (d) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (f) Installation Floater/Developer's Equipment or Property – The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but is not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.
- (f) Applicable Requirements and Provisions for Liability Insurance of Developers/Sub-Contractors
 - (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
 - (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an

- admitted insurance company in the State of Wisconsin.
- (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.
 - (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.
 - (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the developer's policy must be declared to the City of Wausau and satisfied by the contractor.
 - (vi.) Evidence of Insurance - Prior to commencing work on the Property or within any public right of way (including the land within the Dedication), the Developer shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this Agreement. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
 - (vii.) Limits and Coverage – The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Developer under this Agreement.
 - (VIII.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancellation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

QB~~98028193.3~~98028193.5
DRAFT ~~08/22/25~~08/25/25

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 8/25/2025 3:24:18 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://quarles.cloudimanager.com/active/98028193/4 - Wausau - Aspirus - Development Agreement (2025) (Aspirus v. 8.22.25).docx	
Modified DMS: iw://quarles.cloudimanager.com/active/98028193/5 - Wausau - Aspirus - Development Agreement (2025) (Quarles v. 8.25.25).docx	
Changes:	
Add	10
Delete	7
Move From	0
Move To	0
Table Insert	0
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Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	17

DEVELOPMENT AGREEMENT
(Improvements to Aspirus Wausau Hospital Campus)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of August __, 2025 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City") and ASPIRUS WAUSAU HOSPITAL, INC., a Wisconsin non-stock, non-profit corporation ("Developer").

RECITALS

WHEREAS, Developer desires to obtain title to certain real property and land beneath the to-be-vacated portions of Pine Ridge Boulevard in the City of Wausau, County of Marathon, State of Wisconsin, as depicted on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer has proposed to construct on the Property additional parking spaces to support an approximately 95,522 square foot addition to the hospital on Developer's adjacent property for expansion of services (collectively, the "Project"); and

WHEREAS, Developer's ability to construct the Project on the Property and dedicate certain lands for the right-of-way as set forth herein requires the closure and vacation of portions of Pine Ridge Boulevard as depicted on Exhibit A which, to accomplish, requires City action; and

WHEREAS, the City has determined that the Project at the Property, as set forth herein, will promote and carry out the development objectives of the City.

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

1. Construction of the Project by Developer; Other Agreements of Developer.

A. Upon City certifying to Developer that the Street Vacation (defined below) has been accomplished, Developer, at its cost and expense, shall commit to construct the Project. Construction of the Project shall commence no later than eight (8) months following the Street Vacation, and Developer shall continue construction of the Project diligently until completion, and in any event, Developer shall complete the Street Reconstruction (defined below) portion of the Project no later than August 1, 2026. If Developer does not commence construction of the Project by such deadline, then, at the City's option and at Developer's expense, the Property shall be dedicated back to the City for a public right-of-way.

[ADDITIONAL EARLY COMMENCEMENT PROVISION UNDER CONSIDERATION BY THE CITY.] [After City approval of Plans (defined below), and subject to Developer complying with all terms and conditions of this Agreement (including, without limitation,

2. Street Vacation by the City. The City shall, at its cost, vacate the street identified on Exhibit A attached hereto (the "Street Vacation") such that title to the Property vests in adjoining owners pursuant to applicable law. Developer understands and agrees that the Street Vacation shall be subject to easements for utilities and other matters, and Developer shall design the Project accordingly.

3. Address of Aspirus Wausau Hospital. The City warrants that ~~the~~ neither the Project nor the Street Vacation will ~~not affect~~ require a change to the street addresses of Aspirus Wausau Hospital. The City agrees to use commercially reasonable efforts to assist Developer's intent that Aspirus Wausau Hospital's addresses will remain 333 Pine Ridge Boulevard, Wausau, WI, 54401 and 425 Pine Ridge Boulevard, Wausau, WI, 54401.

Amy Bradshaw [AB1] August 22,
2025 04:39 PM
~~Perhaps we should discuss. Is it crucially
important to Aspirus that the Project/Street
Vacation not change the addresses.~~

4. Conditions Precedent to the City's Obligations.

a. *City Council Approval.* The obligations of the City under this Agreement are conditioned upon the approval of this Agreement by the City Council.

b. *Conditions to Completion of the Street Vacation.* The City's obligation to complete the Street Vacation is conditioned upon the satisfaction of each and every of the following conditions:

i. The City shall have received all required approvals from the Wisconsin Department of Transportation for the Street Vacation, if so required, and any other approvals required by state statute.

ii. The City shall have determined its out-of-pocket expenses for the Street Vacation and shall have received necessary authority for the expenditure.

iii. No uncured Default shall exist under this Agreement. Developer shall not be in ~~Default~~ default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

In the event the foregoing conditions have not been satisfied by July 31, 2026, at the option of the City, the City may terminate this Agreement. If, by July 31, 2026, City does not certify to Developer that all the contingencies for the Street Vacation have been satisfied and that the Street Vacation shall occur, the City or Developer may terminate this Agreement at its option. Upon termination, neither party shall have any duties, obligations, commitments, or covenants pursuant to the Agreement.

5. Additional Representations and Warranties and Covenants of Developer. Developer represents and warrants to the City as of the Effective Date as follows:

- a. All statements and copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.
 - b. Developer is a non-stock, non-profit corporation duly formed and validly existing in the state of Wisconsin and is duly qualified to do business and in good standing in the State of Wisconsin.
 - c. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
 - d. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
 - e. No Default exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.
6. Default and Time to Cure; Remedies. The occurrence of the following shall constitute a default ("Default") hereunder: a) Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than sixty (60) days following the notice thereof from the City); or b) City shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer to the City. In the event either party is in Default hereunder and the default remains uncured, the non-defaulting party shall be entitled to take any action allowed by applicable law or this Agreement by virtue of said Default.
7. Developer's Indemnity. Developer shall indemnify, save harmless and defend the City and its respective employees, officers, volunteers, and elected and appointed officials, from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default by Developer, or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the Sewer Relocation or the Street Reconstruction.

or the construction of the pedestrian walkway within the Access Easement area, or (iii) because of any injuries or damages received or sustained to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time, or (iv) if Developer opts to commence construction of the Project within the Property prior to the Street Vacation, any injuries or claims of injuries relating to such use of the Property by Developer. This Section 7 shall survive termination of this Agreement.

8. Term. The term of this Agreement shall commence on the Effective Date and shall continue, unless terminated by mutual agreement of the parties, until the relative duties, obligations, commitments, or covenants of either party, established by this Agreement, are completed and satisfied.

9. Joint and Several Obligations. If Developer consists of more than one person/entity, each such person/entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such person/entity, jointly or severally, or against any one or more of them.

10. Miscellaneous.

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

Notices to Developer:

with a copy to:

Aspirus Wausau Hospital, Inc.
333 Pine Ridge Boulevard
Wausau, WI 54401
Attn: President

Aspirus, Inc.
2200 Westwood Drive
Wausau, WI 54401
Attn: General Counsel

Notices to the City:

with a copy to:

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

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

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

b. Recording. Recording of this Agreement is prohibited.

- c. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- d. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.
- e. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.
- f. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (including, without limitation, the seller of the Property or Developer's construction or development consultants) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the ~~Property~~Project.
- g. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
- h. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.
- i. Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

EXHIBIT D
CITY'S INSURANCE REQUIREMENTS

The Developer/Contractor shall not commence work on the Property or within any public right of way (including the land within the Dedication) until proof of insurance required has been provided in writing to the applicable department.

Developer/Contractor shall procure and maintain, during the term of this Agreement, and for such length of time as is specified, if any, in the agreement or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Professional Liability – if project includes the use of engineers, architects, or other professionals, the below coverage and limits apply:
 - (1) Limits
 - (i.) \$1,000,000 each claim
 - (ii.) \$1,000,000 annual aggregate
 - (2) Must continue coverage for 2 years after final acceptance of service/job/work.
- (b) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
 - (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (c) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (d) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (f) Installation Floater/Developer's Equipment or Property – The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but is not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.
- (f) Applicable Requirements and Provisions for Liability Insurance of Developers/Sub-Contractors
 - (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
 - (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an

- admitted insurance company in the State of Wisconsin.
- (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.
 - (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.
 - (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the developer's policy must be declared to the City of Wausau and satisfied by the contractor.
 - (vi.) Evidence of Insurance - Prior to commencing work on the Property or within any public right of way (including the land within the Dedication), the Developer shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this Agreement. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
 - (vii.) Limits and Coverage – The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Developer under this Agreement.
 - (VIII.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancellation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

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