



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Wausau Water Works Commission
DATE/TIME: Tuesday, March 3, 2026 at 11:00 AM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Mayor Doug Diny (P) Aaron Griner
Jim Force Deb Hadley
Peter Gelhar

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

February 3, 2026 Regular Wausau Water Works Commission Minutes

2 Director's Reports.

- a. Lead and Copper Rule Improvements (LCRI) Compliance Date November 1, 2027.
- b. Corrosion Control Treatment Optimization Study Update and Timeline
- c. Water Rate Increase History
- d. Updates on the Headworks Screening Project, Cherry St Lift Station Project and the Status of Approval for Class A Biosolids

3 Discussion and Possible Action.

- a. Approving Amendment #2 to the contract with Clark Dietz for the Cherry St and Crocker St Lift Stations.
- b. Approving the Sole Source Purchase of a Backhoe for the Water Department.

4 Adjournment.

**Next meeting is scheduled for Wednesday, April 8, 2026 @ 11:00 AM.*

Mayor Doug Diny, President

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

DATE: 02/25/2026

TIME: 3:15 PM

POSTED BY: Wausau Water Works



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

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@wausauwi.gov to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.



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





OFFICIAL MINUTES REGULAR MEETING

MEETING: Wausau Water Works Commission
DATE/TIME: Tuesday, February 3, 2026 at 11:00 AM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Mayor Doug Diny (P) Aaron Griner
Jim Force Deb Hadley
Peter Gelhar

Members Present: Doug Diny, Jim Force, Deb Hadley, Peter Gelhar, Aaron Griner
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 11:01 AM.

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

December 2, 2025 Regular Wausau Water Works Commission Minutes

Introduction of the new Water Commissioner, Aaron Griner.

- Motion to Approve the minutes of December 2, 2025 by Gelhar, Seconded by Hadley. Motion carried 5-0.

2 Director's Reports.

Report placed on file.

- a. Drinking Water Division Updates- Leak Detection Results for 2025, 2025 Main Breaks and Repairs, 2025 Meter Exchanges, 2025 Locates completed, No water calls, 2026 Main Breaks/ Service Leak

Force asked if the 26 main breaks and 32 service leak repairs were from the Leak Detection Study or prior work. Boers confirmed they were included along with other identified issues. Westrum Leak Detection, contracted for acoustic surveys every other year, has two visits remaining (2027 and 2029) and costs little over \$10,000 every other year. Asterra Leak Detection will conclude next year. Griner asked about water meter replacement timeline; Boers hopes within two years, depending on regulations and staffing. Lindman noted new meters' life span of 20 years versus 10 previously, resulting in better replacement schedule once these are all changed.

- b. Drinking Water Division- Federal Lead and Copper Rule Revisions (LCRR) Update

Boers reported that EPA's Lead and Copper Rule Revisions require annual notices to customers with galvanized, lead, or unknown service lines. Utilities must now track private service materials and update inventory through DNR/EPA. Homeowners are asked to self-report with photos or contact CIP for verification; updates are recorded in GIS. Notices will continue until all services are confirmed non-lead or replaced. Lindman noted progress: initial estimate of 8,000 lead services reduced to about 7,100 as inventory is verified.

- c. Wastewater Updates: Headworks Screening Project and Cherry Street Lift Station.

Brooks updated the commission on the Headworks screening project and Cherry Street Lift Station. Existing screens are 15 years old and unserviceable; replacements will be done one at a time.

d. Wastewater WPDES Permit Update

Brooks reported WPDES permit comments were submitted via email (attached). Final approval from DNR for Class A biosolids has not been received, so sludge continues to be tested and treated as both Class A and Class B for the past two years to show compliance. Hadley suggested involving legal to expedite resolution; Force noted the cost impact. Lindman stated prior outreach to the Assistant Secretary received no response. Brooks will follow up again.

3 Discussion.

a. Discussion on Water Rate Comparisons

Boers reviewed water rate comparisons from PSC data for Marathon County, AB Class Utilities, and statewide rankings. Force suggested sharing this with ratepayers in a Q&A format; Hadley proposed including it in the newsletter. Griner questioned sustainability of current rates; Boers noted an analyst will review in spring and suggested small annual increases (3–4% like WPS) to avoid large jumps. Groat explained PSC allows short-form increases of up to 5%, haven't done one in a while and full-rate cases require supporting materials; PILOT funds (\$1.5M water, \$485K sewer) support general city operations and cannot be eliminated. Lindman emphasized rising costs and the need for periodic adjustments to mitigate future impacts. Force requested a visual of rate increases over the past 10–15 years. Lindman noted that's only for water; the sewer is separate.

b. Update on the solar array project and possible schedule

Lindman reported that once RFP responses are received, staff will review and forward them to the Finance Committee, considering regulatory changes, project timing, and tax credits since the July 4th construction schedule will not be met. EPA grant results are expected May/June 2026. Griner noted Finance previously voted against sole source but believed paying 5% upfront before July would meet the deadline. Lindman clarified construction cannot start by July; design and bidding will push start to August/September. Starting after July 4th shortens the completion deadline to end of 2027 (vs. 2028) but still allows 30% tax credits, with potential for additional credits based on census data and American-made materials.

c. Discussion on the annual Payment in Lieu of Tax (PILOT) paid to the city by Wausau Water Works

Lindman reported the PSC-established PILOT is about \$2M; the City is forgiving \$400K–\$500K. Water portion is \$1.59M and sewer about \$485K. Council set these amounts during budget meetings. Finance is finalizing year-end and working with Ehlers on future rate case analysis, including operations, capital costs, and debt service. Groat noted Workday implementation delayed closing books, but the goal is for early completion this year, aiming to meet PSC filing deadline without extensions as in previous years. PSC report includes financial and statistical data. Force discussed PILOT applicability. Groat recapped PSC mandates PILOT for utilities; other nonprofits only pay if negotiated. Examples include Curling Club agreement. Lawsuits have challenged enforceability for nonprofits. Old water plant is excluded from PILOT calculation; demolition costs are covered by City. Ownership transfer is still under utility but could be updated to City. Council approves PILOT via resolution; PSC calculates based on assets and tax rates. Utilities can pay less if Council authorizes. Griner raised concerns about perceived “double-dipping” for taxpayers and asked if a private utilities sector would pay taxes or comparable if we were to go through WPS for water services or another provider. Groat will confer with City Assessor; state statutes govern tax obligations, whether a private utility would pay real estate taxes to the city but she will follow-up.

4 Adjournment.

Next meeting scheduled March 3, 2026 at 11:00 AM.

- Motion by Griner, Seconded by Force, to Adjourn. Motion carried. Meeting adjourned at

12:08 PM.

The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](#)



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Engineering
Eric Lindman, Public Works Director

DATE: March 3, 2026
TO: Wausau Water Works Commission
SUBJECT: Lead and Copper Rule Improvements (LCRI) Compliance Date November 1, 2027.

PURPOSE

Update on compliance deadline and operational changes that will be needed for compliance with LCRI Nov. 2027.

BACKGROUND

Two years ago, the USEPA introduced updates to the Lead and Copper Rule. The update is called the Lead and Copper Rule Improvements (LCRI). Within these updates are some significant changes and increased compliance mandates that will impact Wausau Water Works both in time, resources and increase operational costs. Some of the significant changes:

1. Lead Action Level will be reduced from 15ppb to 10ppb. We have in the past met our compliance of 15ppb, but we have been close to the 10ppb which we may exceed in our annual sampling. This will trigger actions required by the utility.

2. We already have to complete an LSL inventory for both the public and the private side. Significant time and effort is being used to prepare and submit this inventory annually. Updating this inventory takes significant time and resources to determine unknown service line types. The private side service Verifications are extremely difficult to determine as we need to rely on property owners to give access. We are also spending money on completing hydro excavations to identify service line types.

3. Sampling will now be required twice a year, doubling the amount of sampling we are required to complete. Due to the increased number of samples at each location, which will now include a 5th liter sample, we will not be able to reliably rely on the property owners to properly take these samples. Staff will likely have to complete the sampling and all the scheduling to enter the properties.

4. The city will be required to remove all LSL's from the distribution system by 2037, depending on how many LSL's we have remaining after 2026, replacements will determine the number of annual replacements required. We will need to replace a minimum of 10% per year to meet the 2037 deadline. This is why it has been so important to access the USEPA LSL replacement funding. This reduces our annual obligations moving forward. Once this funding is no longer available, the homeowners will be fully responsible for their own replacement, unless the city council decides to fund private replacements.

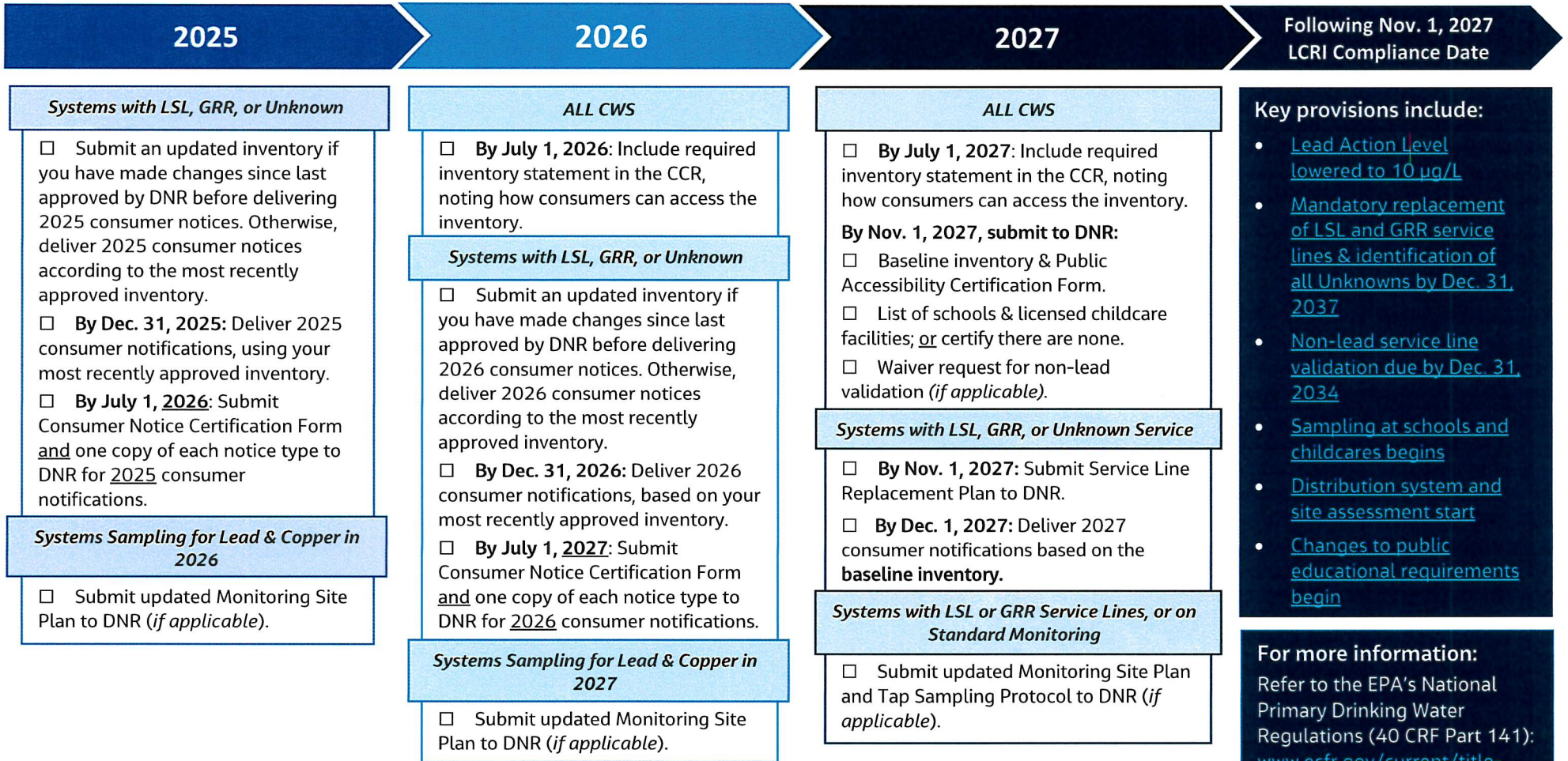
Wausau Water Works Commission approved a mandatory LSL replacement ordinance and sent it to the city council for their approval. The ordinance was not approved by the city council and so there is no method currently for the city to mandate a replacement. This will be required beginning in 2028, so I would expect this ordinance to be brought back to the city council in the coming year.

RECOMMENDATION

NA

Upcoming Lead and Copper Dates for Public Water Systems (Nov. 2025 – Nov. 2027)

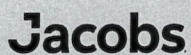
Key actions for Community Water Systems (CWS) through the Lead and Copper Rule Improvements (LCRI) compliance date of Nov. 1, 2027.



Ongoing requirements

- Tier 1 Public Notice:** If the 90th-percentile lead result exceeds the Action Level, issue notice within 24 hours and complete associated reporting.
- Material identification and information collection during normal operations:** Record materials of service lines and connectors when encountered.
- New customer notification:** At service initiation, notify customers if their service line is LSL, GRR, or Unknown.
- Non-Lead Systems Only:** If an LSL or GRR is discovered, notify DNR within 60 days.

Acronyms: CCR – Consumer Confidence Report | DNR – Wisconsin department of Natural Resources | GRR – Galvanized requiring replacement | LCR – Lead and Copper Rule | LSL – Lead service line | µg/L – micrograms per liter



For technical assistance: Email Jacobs at Wisconsin.LSLI@jacobs.com, call 414-465-8649, or fill out our online form: [Opt-in Form](#)
Regulatory questions: Contact your DNR Lead & Copper Field Representative

Version: February 2026
Some dates may be subject to change



Wausau Water Works
Scott Boers, Water Operations Superintendent

DATE: March 3, 2026
TO: Wausau Water Works Commission
SUBJECT: Corrosion Control Treatment Optimization Study Update and Timeline

PURPOSE

Update on the timeline for corrosion control treatment optimization

BACKGROUND

In 2021, WDNR required Wausau Waterworks to do a Corrosion Control Treatment Optimization Study. This study is mandated by EPA.

In 2022, we began the study, and it has been ongoing ever since. Our study, including results and recommendations are due to DNR by March 31st, 2026. DNR will then have until September 30th to provide a response to the study and findings. We will then have two years to install optimized corrosion control treatment prescribed by the DNR.

We will bring back the report and DNR findings once completed.

RECOMMENDATION



Wausau Water Works
Scott Boers, Water Operations Superintendent

DATE: March 3, 2026
TO: Wausau Water Works Commission
SUBJECT: Water Rate Increase History

PURPOSE

Water Rate Increase History

BACKGROUND

Per the Commission's request, attached are the rate increase history from 1986 to the present, representing a span of forty years. In 1987, the quarterly cost for water service using 18,700 gallons (25 units) was \$31.65; in 2026, the same usage totals \$165.15. Rate schedules for both 1987 and 2026 are also included.

Additionally, the 2024 PSC Report lists the Net Utility Plant at \$104,082,682. While 1987 data could not be located, the Net Utility Plant in 1997 was \$18,232,196.

RECOMMENDATION

Water Rate Increase- History

<u>Date</u>	<u>Full or Simplified Rate Case</u>	<u>Average or Overall Increase</u>	<u>Project or Reason</u>
7/1/2023	Full	64%	New Facility and PFAS Removal Plant
1/1/2021	Full Step 2	3.55%	New Facility
7/1/2020	Full Step 1	27.69%	New Facility
8/1/2019	SRC	3%	
8/1/2018	SRC	3%	
8/1/2017	SRC	3%	
4/1/2015	Full	22%	Winter of 2013-14
7/1/2010	SRC	3%	
3/1/2006	Full	20%	New Meter Reading System, Water Tower Painting
10/1/2001	Full Step 2	9%	Plant Addition, Automation, Well Construction
9/1/1999	Full Step 1	13%	Plant Addition, Automation, Well Construction
1994	Full Step 2	20%	Plant Renovation
1992	Full Step 1	11%	Plant Renovation
1987	Full	11%	New Well, Shop Roof and addition, CO2 Equipment, tower Painting

RATE FILE

Public Service Commission of Wisconsin

UTILITY NAME

WAUSAU WATER UTILITY

Section

Number :

Sheet

Number :

Schedule

Number : Mq-1

Amendment

Number : 23

General Service - Metered

Quarterly service charge:

5/8-inch meter - \$ 7.90	3-inch meter - \$ 70.00
3/4-inch meter - \$ 9.00	4-inch meter - \$105.00
1-inch meter - \$14.00	6-inch meter - \$210.00
1 1/2-inch meter - \$18.00	8-inch meter - \$330.00
1 1/2-inch meter - \$24.00	10-inch meter - \$420.00
2-inch meter - \$40.00	

Plus volume charge:

First	6,000 cubic feet used each quarter - 95¢ per 100 cubic feet
Next	54,000 cubic feet used each quarter - 80¢ per 100 cubic feet
Over	60,000 cubic feet used each quarter - 56¢ per 100 cubic feet

Billing: Bills for water service are rendered quarterly and become due and payable on the first of the month following the period for which service is rendered. A late payment charge of 1 1/2% per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 8 days, service may be disconnected pursuant to Chapter PSC 185, Wis. Adm. Code.

Combined metering: When a consumer's premises has several buildings, each supplied with service and metered separately, the full service charge will be billed for each meter separately and the readings will not be cumulated. If these buildings are all used in the same business and are connected by the consumer, they can be metered in one place. If the utility, for its own convenience, installs more than one meter, the readings will be cumulated for billing.

Applicable for Service Rendered on and after:

Date Issued

February 9, 1987

PSCW Authorization by Order No.:

Letter Date

6300-WR-100

FEB 13 1987

RATE FILE

Sheet No. 1 of 1

Schedule No. Mg-1MF

Public Service Commission of Wisconsin

Amendment No. 38

Wausau Water Utility

General Service – Metered – Multifamily Residential

Quarterly Service Charges:

	<u>Quarterly</u>	<u>Monthly</u>		<u>Quarterly</u>	<u>Monthly</u>
5/8 - inch meter:	\$ 25.65	8.55	3 - inch meter:	\$ 180.00	60.00
3/4 - inch meter:	\$ 25.65	8.55	4 - inch meter:	\$ 270.00	90.00
1 - inch meter:	\$ 42.00	14.00	6 - inch meter:	\$ 480.00	160.00
1 1/4 - inch meter:	\$ 57.00	19.00	8 - inch meter:	\$ 726.00	242.00
1 1/2 - inch meter:	\$ 72.00	24.00	10 - inch meter:	\$ 1,050.00	350.00
2 - inch meter:	\$ 111.00	37.00	12 - inch meter:	\$ 1,380.00	460.00

Plus Volume Charges:

All water used quarterly: \$5.58 per 100 cubic feet

Billing: Same as Mg-1R.

Combined Metering: Same as Mg-1R.

Multifamily Residential customers include master-metered multifamily dwelling units such as condominiums, apartment buildings, and mobile home parks.

EFFECTIVE: July 1, 2023
PSCW AUTHORIZATION: 6300-WR-106



**Wausau Water Works
Ben Brooks, Wastewater Superintendent**

DATE: March 3, 2026
TO: Wausau Water Works Commission
SUBJECT: Updates on the Headworks Screening Project, Cherry St Lift Station Project and the Status of Approval for Class A Biosolids

PURPOSE

Updates on the Headworks Screening Project, Cherry St Lift Station Project and the Status of Approval for Class A Biosolids

BACKGROUND

Headworks Screening Project Update:

- Ahern & subcontractors mobilized: 06/16/2025
- Substantial Completion Date: 10/15/2026
- Final Completion Date: 11/15/2026
- Start-up training of the East Hydrodyne Step Screen is scheduled for 02/25/2026. The installation of the West Screen will follow soon.

Cherry Street Lift Station Project Update:

- Integrity mobilized on site: 09/08/2025
- Substantial Completion Date: 01/31/2026 (new lift station operating with demo work completed)
- Final Completion Date: 05/15/2026 (all work complete with grass actively growing)
- Start-up training of the new lift station and generator occurred on 02/20/2026. The old lift station will remain in service until E-Con and IGE finish electrical and mechanical changes required.

Update on the Status of Approval for Class A Biosolids

- On 02/04/2026- Angela Parkhurst from the WDNR emailed the following: "I have been told we should have an answer within the next couple of weeks as Fred's to-do list has been re-prioritized. Things pile up quickly as more facilities go to Class A, and he is one guy for the whole state...I would not want his job! Anyway, thank you for your patience. If I can help answer any questions while we wait, please reach out."

RECOMMENDATION



Wausau Water Works
Eric Lindman, Public Works Director

DATE: March 3, 2026
TO: Wausau Water Works Commission
SUBJECT: Approving Amendment #2 to the contract with Clark Dietz for the Cherry St and Crocker St Lift Stations.

PURPOSE

Approve contract amendment #2 with Clark Dietz, engineering professional services, for the Cherry St and Crocker St Lift Station projects.

BACKGROUND

Wausau Water Works advertised a Request for Proposals (RFP) in 2022 for the design and bidding of five lift stations. 32nd Ave Lift Station (LS), Cherry St LS, Crocker St LS, Airport LS, Northwestern LS, and Greenwood Hills LS. Wausau Water Works selected Clark Dietz to complete this work based on the different proposals received. This planning and design concept was to design the upgrades to the LS's and as budgets allow finalizing the design and enter into subsequent contract with Clark Dietz, engineer of record, for the final design and construction oversight as needed. To date, Greenwood Hills, Northwestern and Cherry St LS's have been updated. Crocker St LS is budgeted for upgrades in 2026 and the contract with Clark Dietz construction oversight is already approved and in place.

This Amendment #2 to the Clark Dietz contract is for additional time on site required due to the construction contractor, Integrity Grading and Excavation (IGE), not meeting their construction timeline and needing a time extension. Wausau Water Works will be negotiating with IGE regarding some of these costs as the costs have been due to some of their slow performance and completion of the project. Other reasons for the delay are weather and materials delay. A significant reason for the delayed project was IGE submitted pumps that did not meet the specifications. The pump supplier threatened to sue the city if their pumps were not used. Based on staff experience and engineer's input, Wausau Water Works denied the pump selection and IGE selected another pump that met the specifications. No further issues or threats from the supplier of the original pump submittal.

RECOMMENDATION

Approve the contract amendment and staff will determine the share of the costs IGE will be responsible to cover.

City of Wausau
CONTRACT FOR SERVICES
Amendment #2
(Design Professionals)

1. PARTIES.

This is a Contract for Services ("Contract") between the City of Wausau, Wisconsin, a municipal corporation ("City") and Clark Dietz, Inc. ("Contractor").

The Contractor is a: Corporation Limited Liability Company General Partnership
 Sole Proprietor Other: _____

2. PROJECT DESCRIPTION.

Original - The project includes the construction inspection and oversight of the rehabilitation and reconstruction of the City's Cherry St. Sanitary Lift Station as described in the attached proposal.

Amendment #2 includes the following, in general, and is described in detail in the attachment:

- This professional services contract price is being increased due to the construction contract not being completed on time. The increased construction time is requiring additional resources onsite to properly inspect and oversee the final construction and start-up of the facilities. Clark Dietz is the engineer of record for the project, and the City has requested that Clark Dietz complete the construction oversight, management, and startup of the facility, thereby increasing the time and resources being spent on this project.
- The original Substantial Completion date for the Cherry St. lift station construction was October 24, 2025. The original Final Completion date was November 21, 2025.
- The Substantial and Final Completion dates were revised by Change Order No. 1. The revised Substantial Completion date is April 24, 2026, and the Final Completion date is May 15, 2026.
- It was necessary for Integrity Grading and Excavating, Inc. to request the Completion date extensions due to:
 - Integrity's submittal of non-compliant pumps and the delay caused by their supplier.
 - The need for Integrity to make multiple return visits to the site to complete tasks.
 - Weather delays.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

A proposal and scope of services was prepared by **Clark Dietz** and is attached.

Order of Precedence. In the event of a conflict between the terms of this Contract and any of its Attachments, the terms of this Contract shall control and supersede any such conflicting term.

4. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the Mayor on behalf of the City, unless another effective date is specified in the Attachments in Section 3. In no case shall work commence before execution by the City.

The term of this contract shall be:

The contract completion date, December 31, 2026.

5. ENTIRE AGREEMENT.

This Contract, including any and all Attachments referenced in Section 3, constitutes the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. COMPENSATION.

In no event will the total compensation under this Contract exceed:

Original Contract: **\$82,900.00**

Amendment #1: **\$140,800.00**

Amendment #2: **\$25,300.00**

Total Contract: \$249,000.00

7. PAYMENT.

- (a) The City will pay the Contractor for the completed and accepted services rendered under this Contract at the price set forth in Section 6 and according to the schedule as set forth in the Attachments. Payment shall be full compensation for services rendered and for all labor, material supplies, equipment and incidentals necessary to complete the services.
- (b) The Contractor shall submit invoices to the City on a monthly basis. Invoices shall be due and payable within thirty (30) days from receipt of the invoice, except for any amounts disputed by City in good faith.
- (c) Payment for services shall not be construed as City acceptance of unsatisfactory or defective services or improper materials. Contractor will not be compensated for unsatisfactory performance.
- (d) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under this Contract and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Contract.
- (e) The City has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount the City determines the Contractor owes the City, whether arising under this Contract or any other Contract.
- (f) Compensation in excess of the total Contract price, or for extra services will not be allowed unless authorized by an amendment under Section 16.

8. PROSECUTION AND PROGRESS.

- (a) Services under this Contract shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
- (b) Contractor shall complete the services under this Contract within the time for completion specified in the Scope of Services, including any amendments. The time for completion shall not be extended because of any delay attributable to the Contractor, but may be extended by the City in the event of a delay attributable to the City or in the event of unavoidable delay as set forth in Section 17.
- (c) Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 7 of this Contract.
- (d) Contractor shall notify the City in writing when the Contractor has determined that the services under this Contract have been completed. When the City determines that the services are complete and are acceptable, it will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. CHANGE ORDERS.

City may at any time, by written instructions and/or drawings issued to Contractor ("Change Order"), order changes to the services set forth in Section 3. Contractor shall within ten (10) days of receipt of a Change Order submit to City a firm cost proposal for the Change Order. If City accepts such cost proposal, Contractor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Contract. Contractor acknowledges that a Change Order may or may not entitle Contractor to an adjustment in the Contractor's compensation or the performance deadlines under this Contract. Change Orders shall not increase the total compensation set forth in Section 6 unless the Contract is amended as provided in Section 16.

10. COMPLIANCE.

All work performed under this Contract shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. Contractor shall secure, pay for, and shall maintain during the term of the Contract any and all federal state and local licenses and permits required in order to perform the required services or deliver the required supplies under this Contract. Contractor shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Contractor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services under this Contract.

11. DEFAULT/TERMINATION.

- (a) This Contract may be terminated by either party as a result of a default or other failure in performance by the other party under the terms of this Contract which continues unremedied for a period of ten (10) days after written notice to such party in default. In the event of default by the Contractor, it shall not be entitled to compensation for work or services unsatisfactorily or improperly performed.
- (b) Notwithstanding subparagraph (a) above, the City may, in its sole discretion and without any reason, terminate this Contract at any time by furnishing the Contractor with ten (10) days written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.
- (c) The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity and shall be cumulative and deemed not inconsistent with each other.

12. INDEMNIFICATION.

Contractor shall defend, indemnify and hold harmless the City of Wausau, its employees, agents, officers, volunteers, elected and appointed officials, from and against any and all liabilities, losses, judgments, actions, legal or administrative proceedings, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained, or asserted against the City of Wausau, its employees, agents, officers, volunteers, and/or elected or appointed officials by reason of any bodily injury or death to any person, or on account of any loss, damage, or destruction of any property or loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or any subcontractor's **negligent** errors, omissions or negligence in the performance of this Contract.

13. INSURANCE.

Contractor shall procure and maintain, during the term of this Contract, insurance coverage in the following amounts and types:

- (a) Professional Liability
 - (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, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground 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 \$10,000. The Umbrella Liability must be primary and non-contributory to any insurance or self-insurance carried by City.
- (f) Additional Provisions.
 - (i.) All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
 - (ii.) 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.) 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 in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability, Automobile Liability, and Umbrella Liability coverages.
- (v.) Any deductible or self-insured retention must be declared to the City.
- (vi.) Prior to execution of the Contract the Contractor 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 Contract. 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.

14. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (collectively referred to as "Documents") which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract without the prior written permission of the City in its sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made for Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made for Hire as defined by Title 17, United States Code, Section 101.

15. CONTRACTOR AUTHORITY.

Contractor is an independent contractor and not an employee of the City. The Contractor is engaged by virtue of the Contract to perform only those services contained herein. Contractor is not authorized to contract on behalf of, to incur any liability, or make any representation on the part of, or on behalf of, the City.

16. AMENDMENT.

This Contract shall be binding on the parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent who executed this Contract.

17. FORCE MAJEURE.

In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

18. AUTHORITY.

The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Contract and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Contract on behalf of the respective party.

19. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

20. NO WAIVER.

The failure of either party to enforce any of the provisions of this Contract in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

21. NONDISCRIMINATION.

During the term of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex (including pregnancy, sexual orientation, or gender identity), physical condition, disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin, arrest record or conviction record. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of age, race, religion, color, disability, sex (including pregnancy, sexual orientation, or gender identity), or national origin.

22. COUNTERPARTS.

This Contract may be executed 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 by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as an original. Copies of this Contract, fully executed, shall be as valid as an original.

23. PUBLIC RECORDS LAW.

Contractor shall assist City in complying with any public record request in connection with this Contract submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.31 – 19.39.

24. ASSIGNMENTS.

Neither party may assign this Contract, or any of the services provided hereunder, without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council. All of the services required hereunder will be performed by Contractor and employees of Contractor.

25. TIME IS OF THE ESSENCE.

Time of performance under this Contract is of the essence.

26. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

CITY: Eric Lindman, P.E. – Director of Public Works & Utilities

City of Wausau

407 Grant Street

Wausau, WI 54403

CONTRACTOR: Tonia Westphal PE – Vice President

Clark Dietz, Inc.

500 North 3rd Street, Suite 703

Wausau, WI 54401

27. CHOICE OF LAW.

This Contract shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

28. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first above written.

CONTRACTOR:

Clark Dietz, Inc.

(Name of Contracting Entity)

By: Tonia Westphal

(Signature)

Tonia Westphal, PE, LEED AP, Vice President

(Name and Title of Person Signing)

Date: February 23, 2026

CITY OF WAUSAU

BY _____
Doug Diny, Mayor

Attest:

Kaitlyn Bernarde, Clerk

Date: _____



February 9, 2026

Eric Lindman, PE
Director of Public Works
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Cherry Street Lift Station Construction Services Amendment

Dear Eric:

On behalf of Clark Dietz, Inc., I have prepared a construction services amendment to extend our construction management and observation services for the Cherry Street lift station replacement. Construction of the station has been extended beyond the original final completion date of November 21, 2025, due to submittal of non-compliant pumps, rework by the contractor, and weather delays. These issues have required Clark Dietz to provide additional coordination with the contractor and repeat visits to the project site. Our proposed services are listed below.

SCOPE OF SERVICES

Construction Phase Services

- Coordinate with the contractor through the remaining months of construction
- Respond to the contractor's requests for information
- Review pay applications and make payment recommendations; estimated 4 pay applications
- Conduct progress meetings with City staff
- Provide periodic site visits by the design engineers during construction
- Provide full-time inspection during plugging and changeover of the forcemain and gravity sewer
- Coordinate station startup services
- Observe full startup of the lift station
- Observe generator testing under lift station loads
- Provide full-time inspection during installation of the asphalt driveway and concrete approach
- Provide part-time inspection during the remainder of construction; estimated 4 months
- Review the O&M manuals submitted by the contractor
- Prepare the punch list
- Prepare Record Drawings of the project
- Perform a final inspection of the project

Deliverables

- Electronic copy of the Record Drawings

Services Not Included

- Geotechnical services
- Easement research or coordination
- Surveying
- Material Testing
- Other services not specifically listed



SCHEDULE OF WORK

Construction Final Completion	May 15, 2026
Project Closeout	June 30, 2026

COMPENSATION

For the above-described work Clark Dietz proposes the following Engineering Services fees:

Extension of Construction Services	\$25,300
------------------------------------	----------

This Amendment increases the total compensation authorized to \$249,000.00.

Please let us know at your earliest convenience if this proposal is satisfactory and sets forth your understanding of the proposed work. If you would like us to consider any modifications to this proposal or if you have any questions, you can contact me at (715) 841-9796.

We look forward to continuing to work with you on this project. Thank you for your consideration.

Sincerely,

Tonia S. Westphal, PE, LEED AP
Vice President



February 9, 2026

Eric Lindman, PE
Director of Public Works
City of Wausau
407 Grant Street
Wausau, WI 54403

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Sincerely,

Tonia S. Westphal, PE, LEED AP
Vice President



Wausau Water Works
Shannon Lane

DATE: March 3, 2026
TO: Wausau Water Works Commission
SUBJECT: Approving the Sole Source Purchase of a Backhoe for the Water Department.

PURPOSE

Approving the Sole Source Purchase of a Backhoe for the Water Department.

BACKGROUND

This machine is used in conjunction with our Hydraulic Hammer to open up the asphalt/concrete roadway and also backfill the hole when we are finished with the excavation.
See Quotes received for Tractor, Loader, Backhoe.

Miller-Bradford - Case 580S/N Loader Backhoe	\$139,000.00
Fabick Cat - Caterpillar 420-07XE Backhoe Loader	\$149,014.00
McCoy - John Deere 410P-Tier Backhoe Loader	\$159,830.00

RECOMMENDATION

Staff recommendation would be to approve the sole source purchase from Fabick Cat as the Water Dept. already has Cat attachments for our existing tractor backhoes. The other machines that we tested were unable to attach to our hammer and the Water Dept. would have to purchase an adapter plate and retrofit different hydraulic couplings and other items for use.



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$10,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City’s requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$10,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$10,001 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

Ongoing Sole Source – 365 days One Time Sole Source Request

1. Provide a detailed explanation of the good or service to be purchased and vendor.

Cat 420 XE Tractor Loader Backhoe, Fabick Cat of Wausau is the vendor.

2. Provide a brief description of the intended application for the service or goods to be purchased.

This machine is used in conjunction with our Hydraulic Hammer to open up the asphalt/concrete roadway and also backfill the hole when we are finished with the excavation.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

Other machines that we tested were unable to attach to our hammer and the Water Dept. would have to purchase an adapter plate and retrofit different hydraulic couplings and other items for use. The Water Dept. already has Cat attachments for our existing tractor backhoes.

4. Describe your efforts to identify other vendors to furnish the product or services.

I contacted John Deere, Case and Cat and asked for a demo unit and a price quote for a machine comparable to our Cat 420. Case and Cat brought us demos to try John Deere did not have any.

5. How did you determine that the sole source vendor's price was reasonable?

I got quotes from all the vendors. And after figuring out the prices for all the other add-ons to the other machines it would cost more to retrofit the other two machines than the price of the Cat that is ready to work.

6. Which of the following best describes this sole source procurement? Select all that apply.

- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. (explain)
- The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- Lack of acceptable quotes or bids.
- Product compatibility or the standardization of a product.
- Continuation of a phased project.
- Proposal development is uneconomical.

Department: Water Utility

Preparer: Shannon Lane

Vendor Name: Fabick Cat

Expected amount of purchase or contract: \$149,014.00

Department Head Signature: **Date:**

Finance Director Signature: **Date:**



Case

Corporate Office:
W250 N6851 Hwy 164
P.O. Box 904
Sussex, WI 53089

Sussex, WI
1-800-242-3115

DeForest, WI
1-800-585-7219

De Pere, WI
1-800-638-7448

Negaunee, MI
1-800-562-9770

Eau Claire, WI
1-800-585-7232

Marathon, WI
1-888-886-4410

Rockford, IL
1-800-585-7231

Distributors of Equipment and Supplies for ■ Construction ■ Forestry ■ Industry ■ Government

**TO: Wausau Water Works
407 Grant Street
Wausau WI 54403**

DATE: 12/23/2025

QTY	DESCRIPTION	AMOUNT
One	<p>New Case 580S/N Loader Backhoe With the Following Options:</p> <p>2025 Model Year 4 Wheel Drive With Extendahoe Heavy Duty Front Counterweight Powershift H-Type Transmission Pilot Controls with Power Lift Cold Start Dual Battery Mechanical Quick Tach on Backhoe Flip Over Stabilizer Pads 1 or 2 Way Aux Hyd's on Backhoe Ride Control Comfort Steer Cab with 2 Doors Heat and AC Premium Seat with Heat and Air Ride LED Light Pkg 82" Long Lip Bucket 12x16.5 lug Tread Front Tires 19.5Lx24 10PR Rear Tires 5 Year Customer Subscription to sitewatch 24" Backhoe Bucket</p> <p>Warranty: 24 Months 2000 Hours</p>	<p>Sale Price \$139,000.00</p>

RECEIVED _____



SALES AGREEMENT

DATE Jan 29, 2026

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

Visit our website: www.fabickcat.com

PURCHASER CITY OF WAUSAU-WATER WORKS
STREET ADDRESS 407 GRANT ST
CITY/STATE WAUSAU, WI COUNTY MARATHON
POSTAL CODE 54403-4737 PHONE NO. 715-261-6530
CUSTOMER CONTACT: EQUIPMENT shannon waterworks@ci.wausau.wi.us
PRODUCT SUPPORT shannon waterworks@ci.wausau.wi.us

INDUSTRY CODE: GOVERNMENTAL LOCAL HC(205A) PRINCIPAL WORK CODE: HIGHWAYS & STREETS: CONSTRUCTION(200)
CUSTOMER NUMBER 1264208 Sales Tax Exemption # (if applicable) N/A CUSTOMER PO NUMBER
PAYMENT TERMS: NET PAYMENT ON RECEIPT OF INVOICE [] NET ON DELIVERY [] FINANCIAL SERVICES [] ISC [] LEASE []
Cash With Order \$0.00 Balance To Finance 0.00
Contract Interest Rate 0.00 Payment Period Payment Amount 0.00 Number Of Payments 0

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED
MAKE: CATERPILLAR INC. MODEL: 420-07HT YEAR: 2025 NEW [x] USED []
STOCK NUMBER: 24M07619 SERIAL NUMBER: 0H9X04213 SMU: 22.5
420XE 07A BHL CFG1 563-5593 INSTRUCTIONS, ANSI 559-0872 Add Autoshift
LANE 2 ORDER 0P-9002 SERIALIZED TECHNICAL MEDIA KIT 421-8926
TRIM PACKAGE 3 642-9534 COUPLING, QD, THREADED CAPS 456-3390
ENG, 82KW, C3.6, T4F 542-7780 MIRRORS, EXTERNAL, BOTH SIDES 382-2499
BELT, SEAT, 2" SUSPENSION 206-1747 FENDERS, FRONT 563-6098
PRODUCT LINK, CELLULAR, PLE643 639-4880 PACK, DOMESTIC TRUCK 0P-0210
TIRES, 12.5 80/19.5L-24, GY 379-2161 SHIPPING/STORAGE PROTECTION 461-6839
STABILIZER PADS, FLIP-OVER 9R-6007 RUST PREVENTATIVE APPLICATOR 462-1033
BUCKET-GP, 1.31 YD3, IT 251-1800 420 LANE 2 ZCON 626-9389
CUTTING EDGE, TWO PIECE,WIDE 9R-5320 24" Dig Bucket (23M00041A)
BUCKET, HOE, (NONE) 175-7877 backhoe coupler (24M00538A)

TRADE-IN EQUIPMENT
MODEL: YEAR: SN: PRICE AS EQUIPPED \$149,014.00
PAYOUT TO: AMOUNT: PAID BY: EXT WARRANTY Included
MODEL: YEAR: SN: SUB TOTAL \$149,014.00
PAYOUT TO: AMOUNT: PAID BY: SALES TAX (0%) \$0.00
MODEL: YEAR: SN: BALANCE DUE \$149,014.00
PAYOUT TO: AMOUNT: PAID BY:
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

[x] CATERPILLAR EQUIPMENT WARRANTY
INITIAL
Payment Terms and Conditions:
The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.
Warranty applicable including expiration date where necessary:
12 Months, Unlimited Hours, Premier
420-60 MO/2500 HR PREMIER
CSA:
NOTES:

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacturer's warranty. In the event this machine is equipment with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and /or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY Stoller, Eric REPRESENTATIVE
FABICK PURCHASER
APPROVED AND ACCEPTED ON CITY OF WAUSAU-WATER WORKS PURCHASER

BY SIGNATURE
TITLE

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by Seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action and any other causes beyond the control of the Seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the purchaser under the terms hereof.
3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser for demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient funds check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control at Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's risk) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage claims, or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its as is condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressly set forth in this contract.
7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Purchaser assumes the risk of damage and/or injury from use or operation of the machines or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All used machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page 1 of this contract in the section entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is signed or initialed by both of the parties hereto.
8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. All non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
9. **To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
10. Please read the Cat® Embedded Software License Agreement ("Agreement") carefully, available at: <https://www.caterpillar.com/onboard-eula>. The agreement governs your access to and use of software installed, embedded, or otherwise resident on Cat® products, and all related documentation and provided data (see the agreement for comprehensive definitions).

INITIAL

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, I/we hereby grant, sell, transfer and deliver unto John Fabick Tractor Company, One Fabick Drive, Fenton, Missouri 63026 at _____

I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is made to and accepted by Fabick.

by _____

(Title)

SIGNATURE



Proposal

QUOTE NUMBER 237584-01

Jan 14, 2026

CATERPILLAR INC. 420-07HT

PREPARED FOR

CITY OF WAUSAU-WATER WORKS





Jan 14, 2026

CITY OF WAUSAU-WATER WORKS
407 GRANT ST
WAUSAU, Wisconsin, 54403-4737

Dear Shannon,

We are pleased to offer you the following proposal for your consideration.

One (1) Caterpillar Inc. Model: 420-07XE Backhoe Loader with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: 24M07619

SERIAL NUMBER: 0H9X04213

YEAR: 2025

SMU: 4.50

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,
Eric Stoller
Machine Sales Representative
Fabick Cat
eric.stoller@fabickcat.com
(715) 370-1800

This quotation is valid for 30 days, after which time we reserve the right to re-quote.

"TO EVER SERVE OUR CUSTOMERS BETTER"

One (1) Caterpillar Inc. Model: 420-07XE Backhoe Loader with all standard equipment in addition to the specifications listed below:

STANDARD FEATURES

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Electro hydraulic operated backhoe -and stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, -and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Spring Applied Hydraulic Release -(SAHR) Drive-line parking brake -- Torque converter -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering

HYDRAULICS -- Electro hydraulic hoe and loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer

ELECTRICAL -- 12 volt electrical start -- 150 ampere alternator -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -- Diagnostic ports for engine and -machine Electronic Control Modules

OPERATOR ENVIRONMENT -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat

FLUIDS -- Antifreeze - Extended Life Coolant --20F (-30C)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection

"TO EVER SERVE OUR CUSTOMERS BETTER"

MACHINE CONFIGURATION

420XE 07A BHL CFG1	563-5593
LANE 2 ORDER	0P-9002
TRIM PACKAGE 3	642-9534
ENG, 82KW, C3.6, T4F	542-7780
BELT, SEAT, 2" SUSPENSION	206-1747
PRODUCT LINK, CELLULAR, PLE643	639-4880
TIRES, 12.5 80/19.5L-24, GY	379-2161
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-GP, 1.31 YD3, IT	251-1800
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
BUCKET, HOE, (NONE)	175-7877
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
COUPLING, QD, THREADED CAPS	456-3390
MIRRORS, EXTERNAL, BOTH SIDES	382-2499
FENDERS, FRONT	563-6098
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
420 LANE 2 ZCON	626-9389
24" Dig Bucket	
backhoe coupler	
Add Autoshift	

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PRICING INFORMATION

PRICE AS EQUIPPED	\$149,014.51
SUB TOTAL	\$149,014.51
SALES TAX (0%)	\$0.00
BALANCE DUE	\$149,014.51

EQUIPMENT PROTECTION PLAN

Standard Warranty: 12 Months, Unlimited Hours,
Premier For new machines
and work tools/attachments
the warranty period is
12-months/unlimited hours,
starting from date of delivery
to the first user.

ESTIMATED DELIVERY

To be confirmed at date of order acceptance by Fabick Cat.

FINANCE OPTIONS

"TO EVER SERVE OUR CUSTOMERS BETTER"

Why Fabick Cat?

When you choose Fabick Cat, you're not just investing in equipment — you're gaining a trusted partner dedicated to your success. For over a century, we've built our reputation on delivering industry-leading equipment and dependable service you can count on. With expansive coverage and a team committed to your goals, we're here to support you every step of the way.

EMPOWERING PROGRESS. BUILDING A BETTER TOMORROW.

Whether you need a single machine or a full fleet, Fabick Cat offers tailored solutions designed to meet the unique needs of your business. We look forward to partnering with you and helping drive your continued success.

- **37 locations** to better serve you
- **100+ parts drop boxes** for more convenient parts pickups
- **250 service trucks** traveling to you or your jobsite
- **200 service bays** getting your equipment back to work
- **600+ Cat Certified service technicians** with your equipment as their priority
- **1,300+ team members** all working towards our vision *"to ever serve our customers better"*

DID YOU KNOW?

Owning and managing your equipment has never been simpler! With flexible financing options and innovative digital offerings, let the team at Fabick Cat help you achieve more. From a full fleet to a single machine, Fabick Cat is here to provide tailored solutions that work for your business. We look forward to supporting you and your continued success.



CAT CARD

With the Cat Card, you can take advantage of special financing on parts, services, and attachments! Plus, you can enjoy zero fees and 1% rewards on all qualifying purchases. This convenient, unsecured line of credit is easy to apply for and can help you earn while you spend.



CAT CENTRAL APP

Scan your equipment to instantly shop genuine Cat parts and find answers to maintenance questions all through the Cat Central app. Plus, get the parts you need quickly with local pickup or convenient delivery options.



VISIONLINK CONNECT

Your FREE subscription to the Visionlink "Connect Plan" is included for the life of your machine! Caterpillar's full fleet equipment management solution helps you use live data from your assets to keep your equipment running like it should. Track location, minimize fuel burn or idle time, and maximize uptime!



"TO EVER SERVE OUR CUSTOMERS BETTER"

Prepared For

WAUSAU WATER WORKS
407 GRANT ST
WAUSAU, WI 544034737
(715) 261-6960

Prepared By

Craig Schwocho
McCoy Construction Forestry
601 South Pine Ridge Avenue
Merrill, WI 54452
715-536-0633
CraigSchwocho@mccoycf.com

Quote Id 1518089

Creation Date 20-Jan-2026

Expiration Date 27-Jan-2026

Quote Id 1518089

20-Jan-2026

WAUSAU WATER WORKS
407 GRANT ST
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This Proposal Contains Sourcewell Pricing

Price Includes

JDLINK

LED Lights

Air Ride Seat

Auto Ride Control

MFWD Guard

Stabilizer Guard

HD Stabilizer Pads

Galaxy 550 Tires

Auto Shift Transmission

1250 LB Front Counter Weight

Rear AUX Hydraulics (For Hammer)

Pilot Control Rear Joysticks W/Pattern Changer

Multi Brand Manual Rear Coupler

Front IT Coupler

4 Corner LED Beacons

24" HD Backhoe Bucket

92"GP High Performance Front Bucket

Warranty Included

60 Month 3000 Hour Full Comprehensive

Warranty

Craig Schwocho

McCoy Construction Forestry

601 South Pine Ridge Avenue

Merrill, WI 54452

715-536-0633

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<p>Prepared For</p> <p>WAUSAU WATER WORKS 407 GRANT ST WAUSAU, WI 544034737 (715) 261-6960</p>	<p>Prepared By</p> <p>Craig Schwocho McCoy Construction Forestry 601 South Pine Ridge Avenue Merrill, WI 54452 715-536-0633 CraigSchwocho@mccoycf.com</p>	<p>Quote Id 1518089 Creation Date 20-Jan-2026 Expiration Date 27-Jan-2026</p>
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Quote Summary

Equipment Summary	QTY In Group
410 P-Tier Backhoe Loader	1
Equipment Total	\$159,830.00
<hr/>	
Quote Summary	
Total Selling Price	\$159,830.00
Sub-total	\$159,830.00
Balance Due	\$159,830.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote # 1518089
Customer WAUSAU WATER WORKS

410 P-Tier Backhoe Loader

QTY In Group : 1

Hours ---
Serial Number ---
Stock Number ---
PUK Parent Serial #

Equipment Summary

Description	Qty
410 P-Tier Backhoe Loader	1

Base / Options

Description	Qty
Level 2 Cab	1
Level 2 Performance Package	1
Premium Package Radio	1
JDLink™	1
Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1
John Deere 4.5L - FT4/Stage IV	1
Galaxy 550 Radial - 500/70R24 Rear & 340/80R18 Front	1
Dual Batteries with Disconnect and Jump Post	1
Extendible Dipperstick	1
1250 lb. (567 kg.) Front Counterweight	1
Auxiliary Hydraulics with One Way Flow (Hammer)	1
Pilot Controls, Two Lever, with Pattern Selection	1
Two-Function Loader Hydraulics, Single Lever	1
24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	1
New Series Multi-Brand Quick Coupler - Less Thumb	1
Premium Mirrors - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1
Engine Coolant Heater	1
Diagnostic Oil Sampling Ports	1
LED 4-Corner Beacon Lights	1
Hydrau XR - Synthetic Hydraulic Fluid	1

Auto Ride Control

1

Total Base / Options

Selling Price Subtotal

Total Selling Price