OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING:	Finance Committee	**MEMBERS:**	
DATE/TIME:	Wednesday, August 12, 2026, at 5:15 PM	Michael Martens (C)	Vicki Tierney
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403	Sarah Watson (VC) Tom Neal	Matt Hoenecke

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

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

July 28, 2026 Regular Finance Committee Minutes

3 **Discussion and possible action.**

- **a.** Authorizing engaging Gander Consulting Group to perform insurance consulting services for the 2027 property and casualty insurance renewal.
- **b.** Approving Sole Source Request for the purchase of a stacking conveyor from Kafka Conveyors & Equipment, Inc. for the Department of Public Works.
- **c.** Approving Sole Source Request for the purchase of a Jet A Refueler from Wheels (behalf of Phillips 66) for the Wausau Municipal Airport.
- **d.** Authorizing the issuance and sale of up to $3,469,102 Water System Revenue Bonds, Series 2026, and providing for other details and covenants with respect thereto, and approval of related financial assistance agreement.
- **e.** Authorizing the issuance and sale of up to $3,331,289 taxable General Obligation Promissory Notes, Series 2026b, and providing for other details and covenants with respect\ thereto, and approval of related financial assistance agreement.

4 **Adjournment.**

Michael Martens, Chairperson

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

DATE: 08/06/2026
TIME: 2:00 PM
POSTED BY: Kody Hart

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:	Finance Committee	**MEMBERS:**	
DATE/TIME:	Tuesday, July 28, 2026, at 6:15 PM	Michael Martens (C) Sarah Watson (VC) Tom Neal	Vicki Tierney Matt Hoenecke
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403		

Members Present: Tom Neal, Michael Martens, Vicki Tierney, Matt Hoenecke
Members Not Present:
Members Excused: Sarah Watson
Present 4, Not Present 0, Excused 1

Noting the presence of a quorum, the Chairperson called the meeting to order at 06:15 PM.

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

Martens read the public comment statement.

1. Carrie Marohl, 1025 Everest Boulevard - spoke on the feasibility study.
2. Deb Ryan, 702 Elm Street - spoke on city management and Marathon Park.

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

Motion by Neal, seconded by Hoenecke, to approve all items outlined below. Motion Passed, 4-0.

July 14, 2026 Regular Finance Committee Minutes

3 Discussion and possible action.

a. Wisconsin Economic Development Corporation Brownfield Grant for MBX.

Neal questioned whether, if the grant is approved by the committee, the city would have to accept the funding. It was stated this is the first step of accepting the grant and that the city reserves the option to take the grant or not.

Martens stated that the amount of remediation needed on the property prompted the acceptance of the grant to offset the cost of remediation.

Motion by Neal, seconded by Hoenecke, to approve. Motion Passed 4-0.

b. June 2026 Financial Report Review.

MaryAnne Groat, Finance Director at the City of Wausau, presented on the June 2026 Financial Report Review.

Discussion was held. No action was taken.

c. Approval of WisGo/Cubic Fare Collection System contract and related budge modification for Wausau MetroRide.

Neal shared concerns about whether any riders would be left behind by the transition to a technology-based fare method.

Martens questioned if the system will allow for the cash fare option. It was stated that the cash fare would still be accepted for riders that did not want to adopt the technology-based fare method.

Hoenecke questioned why the question before the committee was no longer to approve. It was stated that the contract was not presented to the City/County Information Technology (CCIT) department in time for a proper review before this meeting. Hoenecke stated concerns about moving this to the next committee meeting for approval and then to the Common Council meeting immediately succeeding that meeting, because if changes are needed there would not be enough time for other alders to make informed decisions on the changes.

Tierney stated a preference for the cash fare option to remain in place.

Martens requested that if changes to the contract is substantial after CCIT review, those changes would come back to the committee for approval.

Motion by Neal, seconded by Hoenecke, to approve pending CCIT approval. Motion Passed 3-1, with Tierney opposed.

d. Budget amendment for UW-Stevens Point at Wausau campus conversion to Police Department and Fire Department facility expansion to Public Safety Building feasibility study.

Martens shared reservations about the project as a whole but wanted to know more about the effort through a possible study.

Hoenecke stated many residents shared concerns with this proposed project. It was further stated that there are concerns with spending by the city with regard to the value being generated by the outcome balanced with the need and cost of ongoing maintenance of such buildings. Hoenecke stated opposition to the study.

Neal stated support because of the possibility for tenants to also occupy the building and to avoid future major capital projects to meet the needs of the city at a fraction of the cost.

Hoenecke questioned if there was an inability to deliver the same level of services in the current Public Safety Building.

Martens stated that the Public Safety Building was built in 1962 and that the facility does not have the capacity to expand with the increased staff and modern needs. Martens stated support of the study to know more about the feasibility of expanding before outright dismissing the idea of the project at the outset.

Tierney stated reservations on the ultimate cost, because when an older building is remodeled there will be unforeseen costs for renovation and maintenance. It was further stated support for the study to know if those reservations are founded.

Martens questioned if the study funding would come from reserves. It was stated this funding would come from reserves.

Motion by Neal, seconded by Tierney, to approve the budget amendment for UW-Stevens Point at Wausau campus conversion to Police Department and Fire Department Public Safety Building feasibility study. Motion Passed 3-1, with Hoenecke opposed.

4 Adjournment.

Motion by Neal, seconded by Tierney, to adjourn. Motion carried. Meeting adjourned at 07:12 PM.

The recording of this meeting may be viewed on YouTube @CityofWausauMeetings

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

Finance

DATE: August 12, 2026
TO: Finance Committee
SUBJECT: Authorizing engaging Gander Consulting Group to perform insurance consulting services for the 2027 property and casualty insurance renewal.

PURPOSE

To obtain authorization to hire Gander Insurance Consulting for 2027 insurance renewal RFP process

BACKGROUND

The City of Wausau became a member of Cities and Villages Mutual Insurance Company (CVMIC) in 2007 after completing an extensive casualty and workers' compensation insurance proposal process. The existing procurement policy recognizes the benefits of CVMIC membership and exempts this insurance from a competitive procurement. Benefits of CVMIC include:

- NeoGov Learn, Onboarding, Recruiting and Hiring Center used by our HR Department for free.
- Training focused on safety and risk exposure reduction.
- Annual Dividends

In 2025, the Finance Committee expressed interest in seeking competitive proposals for the 2027 renewal. Attached is a proposal from Gander Consulting. The proposal covers review of current policies and coverage provided by CVMIC, preparing an RFP, working with interested parties, reviewing proposals, and providing recommendations. The cost for the work is between $18,500 to $20,000 which will be paid from the insurance fund. Gander Consulting has assisted the City with insurance RFP's in the past.

Attached is the proposal and the CVMIC policies to be included in the competitive procurement process.

RECOMMENDATION

Authorize the proposal for insurance services.

PROPOSAL FOR RISK MANAGEMENT CONSULTING SERVICES

PROJECT: Property & Casualty Insurance Request for Proposals

August 4, 2026

GÄNDER CONSULTING GROUP, LLC
621 N. Sherman Avenue
Madison, WI 53704
(608) 286-0286
gander@ganderconsulting.com

Contents

CITY OF WAUSAU

PROPOSAL FOR RISK MANAGEMENT CONSULTING SERVICES

Project: Property & Casualty Insurance Request for Proposals

INTRODUCTION

Gänder Consulting Group, LLC (“GCG”) is pleased to submit this proposal to the City of Wausau (“Wausau”) and offers to obtain Property & Casualty (“P&C”) Insurance Request for Proposals (“RFP”) for Wausau’s January 1, 2027, insurance program renewal.

The Project scope includes the insurance policies listed on the *“Cities and Villages Mutual Insurance Company 2026 Coverage Summary Wausau, City of”* document. It does not include the property insurance coverage Wausau maintains with MPIC since 1/1/2025.

The RFP document developed by GCG and used by insurance agents/brokers to submit bids will be based on Wausau’s operations, the exposures typically faced by Wisconsin municipalities, and an overall comparison with industry standards as respects insurance coverages.

The RFP process outlined below provides Wausau a structure and roadmap that can be used in the future. As such, investing in the process now will be helpful to Wausau if/when it seeks bids five, or so, years from now. It also establishes a consistent framework through which underwriting information can be provided in those years when bids are not sought.

PROJECT DESCRIPTION: P&C INSURANCE RFP

Activities Pursued

1. Develop project timeline.

2. Develop detailed Data Request.

3. Review Wausau’s current insurance policies as noted on the Cities and Villages Mutual Insurance Company 2026 Coverage Summary provided by Ms. MaryAnne Groat (attached), safety or loss control program information, loss runs, and other relevant materials contained in the RFP Data Request document.

4. Prepare an RFP bidding document, which includes underwriting information, loss experience, coverage specifications, and vendor/carrier service guidelines.

5. In concert with Wausau, develop a list of interested agents and brokers.

6. Draft RFP process letters to agents/brokers with details and instructions about the process and secure participants' agreement to not require an agent/broker limitation of liability from Wausau.

7. Conduct an agent/broker insurance carrier market request/assignment process.

8. Provide RFP to selected agents and brokers, and carriers. Coordinate agents'/brokers' activities and answer questions.

9. Review all proposals based on coverage, service, and price, and provide recommendation.

10. Communicate results of RFP process to agents/brokers.

11. Provide Wausau guidance on proposed broker service contract, if applicable.

Deliverables

1. RFP process letter.

2. RFP document.

3. Manage RFP process.

4. Review proposals.

5. Develop summary report.

Wausau's Involvement in the RFP Process

This is a cooperative effort between Wausau and GCG.

Wausau's typical interaction with incumbent agent/company, Cities and Villages Mutual Insurance Company, is expected throughout the RFP process. Ensuring consistent information to and communication with the invited agents/brokers enhances the efficiency, objectivity, and effectiveness of the RFP process. As such, we ask all other participating agents/brokers to communicate with GCG to avoid using Wausau's time and resources.

RFP responses are provided electronically to GCG, with two hard copies.

Meeting Project milestones is a function of receiving information and materials on schedule, with all documents *from Wausau and the bidding agents/brokers provided in unlocked, searchable Word, Excel and/or PDF formats, as well as hard copies, if necessary.*

PROJECT FEE

Not-to-Exceed Professional Fee Basis

Project: Property & Casualty Insurance Request for Proposals $18,500 – $20,000

GCG offers to conduct the Project on a Not-to-Exceed Maximum Professional Fee Basis ("Fee"). The Fee presumes:

- The Project anticipates reviewing complete bids from three agents/brokers. "Complete bids" is defined as one quote for each line of coverage, i.e., one general liability, one cyber. If more than three agents/brokers submit bids, the incremental additional fee is $2,000 for each additional agent/broker submitting a proposal or one agent/broker submitting more than one complete bid for consideration.

- All requested documents and information are provided by Wausau or its representatives in unlocked, searchable Word, Excel and/or PDF formats, as well as hard copies, if necessary. Expenses relating to document reproduction will be charged as described below.

- If the scope of the Project changes while being conducted, the fee is subject to change upon discussion between Wausau and GCG.

- The fee anticipates all work will be done in GCG's offices. If requested, the fees to attend any in-person meeting(s) will be charged on an hourly basis plus travel expenses at cost over and above the project fee basis described above.

GCG EXPENSES & INVOICING PROCEDURES

Expenses

- The expense to attend in-person meeting(s) held at Wausau's office is over and above the fee. Consultant travel time associated meetings is charged in addition to the fee at fifty (50) percent of the consultant hourly rate ($300/2 = $150).
- If required, travel expenses (e.g., meals, mileage, etc.), will be charged at cost, over and above the fee.
- The fees described above presume GCG receives all requested information/documentation from Wausau in electronic format. Any expenses relating to document reproduction will be charged at $0.10 per page.

Invoicing

GCG's is mindful about using its time wisely and appropriately. GCG will track the time expended on Wausau's Project and submit monthly invoices identical to those historically submitted for hourly/as-needed professional services.

Upon signature of the Project Authorization form, Wausau will receive an invoice for a twenty-five (25) percent deposit of the total fee for the Project.

As work progresses, invoices will be generated at the end of each month for the services provided during that month. Our billing statement is **due and payable upon receipt**. Invoices not paid within 30 days may be subject to an up-charge of one (1) percent for each month thereafter.

Other expenses, if any, will be included in the statement for the month in which the expenses are incurred. However, some may not be available until the following month, in which case they will be included on a future month's bill. Other expenses exceeding $100 may not be incurred without Wausau's prior authorization.

PROJECT FEE INFORMATION & ACCEPTANCE/AUTHORIZATION

This document confirms Wausau's acceptance and authorization of the following Risk Management Consulting Services Project as outlined in GCG's proposal dated August 4, 2026, on the following basis:

Project Fee

Not-to-Exceed Professional Fee Basis

Project: Property & Casualty Insurance Request for Proposals **$18,500 – $20,000**

The Project anticipates reviewing complete bids from three agents/brokers. "Complete bids" is defined as one quote for each line of coverage, i.e., one general liability, one cyber. If more than three agents/brokers submit bids, the incremental additional fee is $2,000 for each additional agent/broker submitting a proposal or one agent/broker submitting more than one complete bid for consideration.

If the scope of the Project as outlined changes during Project completion, the quoted Project fee is subject to change upon discussion between Wausau and GCG.

The "GCG Expenses & Invoicing Procedures" section of this proposal is incorporated by reference into the Acceptance/Authorization form.

Value

GCG is compensated on a fee-for-service basis. We do not accept remuneration of any type from any source other than our clients. We do not accept any contingency fees from any source as our impartiality will not be compromised.

We, therefore, certify that neither the company nor any employee will directly or indirectly receive any outside compensation or remuneration, except from Wausau.

Amendment

No change or modification of this agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

Waiver

No provision hereof shall be waived except by an agreement in writing signed by the waiving party. Waiver of any term or provision shall not be construed as a waiver of any other term or provision.

(Signatures on following page.)

The signature below indicates acceptance of the Project and its terms and forms an agreement between Wausau and GCG.

For the City of Wausau:

MaryAnne Groat, Finance Director Date

For Gänder Consulting Group, LLC:

Joy M. Gänder, Principal Date

Upon completion, email this form to:

Joy M. Gänder, Principal
Gänder Consulting Group, LLC
621 N. Sherman Avenue, Madison, WI 53704
gander@ganderconsulting.com,

CofWausau/2027Mkg/P&C RFP Proposal

Cities and Villages Mutual Insurance Company

2026 Coverage Summary

Wausau, City of

Line of Coverage	Carrier	Policy Limits	Self-Insured Retention/Deductible	
Public Entity Liability	Cities and Villages Mutual Insurance Company	Per Occurrence - $10,000,000	Per Occurrence SIR: Aggregate SIR:	$50,000 $200,000
Auto Physical Damage	Cities and Villages Mutual Insurance Company	Per Occurrence - $20,000,000	Deductible:	$1,000
Excess Worker's Compensation	Arch Insurance Company	Coverage A - Statutory Part Two Employers Liability - $2,000,000	Each Accident SIR:	$500,000 Each Accident
Equipment Breakdown (Boiler & Machinery)	Travelers Property Casualty Co of America	Total Limit Per Breakdown - $500,000,000	Deductible:	$2,500
Crime	Allmerica Financial Benefit Insurance Company (The Hanover Insurance Company)	Per Loss - $5,000,000	Deductible:	$50,000
Employment Practices Liability	Ironshore Specialty Insurance Company	Per EPL Claim Made - $1,000,000	Per Claim Made SIR: Per Claim Made Third Party SIR:	$40,000 $40,000
Pollution Legal Liability (Environmental Liability)	XL Insurance America, Inc. (Indian Harbor Insurance Co.)	Per Pollution Condition - $1,000,000 Aggregate - $10,000,000	SIR:	$50,000
Volunteer Accident	Berkley Life and Health Insurance Company	AD & D - $30,000 Aggregate - $500,000 Medical Expense - $100,000	Deductible:	No Deductible
Privacy & Network Liability (Cyber)	Tokio Marine (Houston Casualty Company)	Policy Limit - $1,000,000 Cyber Extortion Limit - $1,000,000 Aggregate - $5,000,000	Per Claim Retention:	$10,000
Ancillary Coverages				
Airport Owners and Operators Liability	ACE Property & Casualty Insurance Company			
Underground/Above Ground Storage Tank Liability	Illinois Union Insurance Company	Per Wisconsin Statute(s)		

City of Wausau – Project Timeline

Property & Casualty Insurance Request for Proposals

August 7, 2026

1. Submit Detailed Data Request to Wausau

August 7 – September 15, 2026,

2. Receive & Review Requested Data; Develop Formal RFP Document; Develop list of Brokers/ Agents

September 16 – November 15, 2026

3. Manage RFP Process
   - Draft RFP process letters
   - Conduct market request/ assignment process
   - Answer broker/agent questions
   - Review proposals (Due ~11/1/2026)

November 15 – 22, 2026

4. Provide Recommendation; Communicate Results to Broker(s)/Agent(s)

Steps 2 – 4 are contingent upon availability of City of Wausau data and personnel.

CofWausau/2027MkInsBrokServRFQ/RFPtimeline

Cities and Villages Mutual Insurance Company

2026 Coverage Summary

Wausau, City of

Line of Coverage	Carrier	Policy Limits	Self-Insured Retention/Deductible	
Public Entity Liability	Cities and Villages Mutual Insurance Company	Per Occurrence - $10,000,000	Per Occurrence SIR: Aggregate SIR:	$50,000 $200,000
Auto Physical Damage	Cities and Villages Mutual Insurance Company	Per Occurrence - $20,000,000	Deductible:	$1,000
Excess Worker's Compensation	Arch Insurance Company	Coverage A - Statutory Part Two Employers Liability - $2,000,000	Each Accident SIR:	$500,000 Each Accident
Equipment Breakdown (Boiler & Machinery)	Travelers Property Casualty Co of America	Total Limit Per Breakdown - $500,000,000	Deductible:	$2,500
Crime	Allmerica Financial Benefit Insurance Company (The Hanover Insurance Company)	Per Loss - $5,000,000	Deductible:	$50,000
Employment Practices Liability	Ironshore Specialty Insurance Company	Per EPL Claim Made - $1,000,000	Per Claim Made SIR: Per Claim Made Third Party SIR:	$40,000 $40,000
Pollution Legal Liability (Environmental Liability)	XL Insurance America, Inc. (Indian Harbor Insurance Co.)	Per Pollution Condition - $1,000,000 Aggregate - $10,000,000	SIR:	$50,000
Volunteer Accident	Berkley Life and Health Insurance Company	AD & D - $30,000 Aggregate - $500,000 Medical Expense - $100,000	Deductible:	No Deductible
Privacy & Network Liability (Cyber)	Tokio Marine (Houston Casualty Company)	Policy Limit - $1,000,000 Cyber Extortion Limit - $1,000,000 Aggregate - $5,000,000	Per Claim Retention:	$10,000
Ancillary Coverages				
Airport Owners and Operators Liability	ACE Property & Casualty Insurance Company			
Underground/Above Ground Storage Tank Liability	Illinois Union Insurance Company	Per Wisconsin Statute(s)		

Department of Public Works
Construction & Maintenance Division

Solomon King
Fleet Manager

MEMORANDUM

DATE: August 4th, 2026

TO: Finance Committee

FROM: Solomon King

RE: Conveyor replacement

Fleet has identified several areas of concern with the stacking conveyor for DPW. The conveyor has multiple areas of metal fatigue and failure. Most of this failure is due to the environment this conveyor experiences in the operation of stacking material such as road salt.

A metal and fabrication specialist certified with the State of Wisconsin was asked to evaluate the needed repairs on DPW's stacking conveyor. After inspection, the specialist recommends the unit be replaced as it is no longer repairable and the conveyor should be removed from use.

In this packet, you will find the sole source justification for replacement, along with pictures of DPW's current conveyor, an estimate for replacement, and used units on the open market to justify the pricing as reasonable.

Fleet has equipment funding available this year for the conveyor replacement, requiring no additional modification.

City of Wausau • 400 Myron Street • Wausau, WI 54401 • 715.261.6971 • Fax 715.261.0337
solomon.king@wausauwi.gov

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 $50,000 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 $10,000 to $50,000 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 $50,000 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.

   The purchase of one (1) custom built/fabricated 100' folding radial stacking conveyor.

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

   This stacking conveyor is to replace the current stacking conveyor that is at the end of its life. The conveyor is used by DPW to stack material for different seasonal operations. Material includes salt, sand, soil, other aggregate and mixing those materials for bulk storage. The conveyor is also occasionally lent to other departments when they are in need to stack material at great height.

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.

   The conveyor must be custom fabricated to fit within the salt dome at DPW. The current conveyor being replaced was built to fit within DPW's dome, fold for mobile transport, and with optional radial direction allowing DPW to stack material in multiple different techniques and locations without the need for several specialized pieces of equipment. A generic built conveyor would not meet all the needs of the department.

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

   When the current conveyor being replaced was purchased in 2004, the City selected Kafka Conveyors & Equipment Inc. as a local company with the ability to fabricate a conveyor that met the required needs of the department at that time. Working with DPW, it was outlined their material storage needs are the same and they require an unaltered conveyor. A search established that Kafka Conveyors & Equipment are still manufacturing locally. Other manufactures can produce conveyors, but their conveyors are more suited for sorting, packaging, warehouse use, or screw type. All of which are not suitable for the department's needs. Kafka Conveyors & Equipment was contacted, and they have the existing production records for our current conveyor. They are still able to produce this conveyor for the City and supplied an estimate.

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

   The pricing was compared to other 100' conveyors on the open market. When looking at 100' conveyors of similar construction, it is important to include the same options. One option of significant importance is the folding option to transport the conveyor. Used conveyors including the ability to fold are comparable to pricing supplied in the estimate. Other conveyors are also located at a distance, requiring transportation expenses. It is important to note many conveyors are built for generic open use or do not have customization available.

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

☒ 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: DPW - Fleet

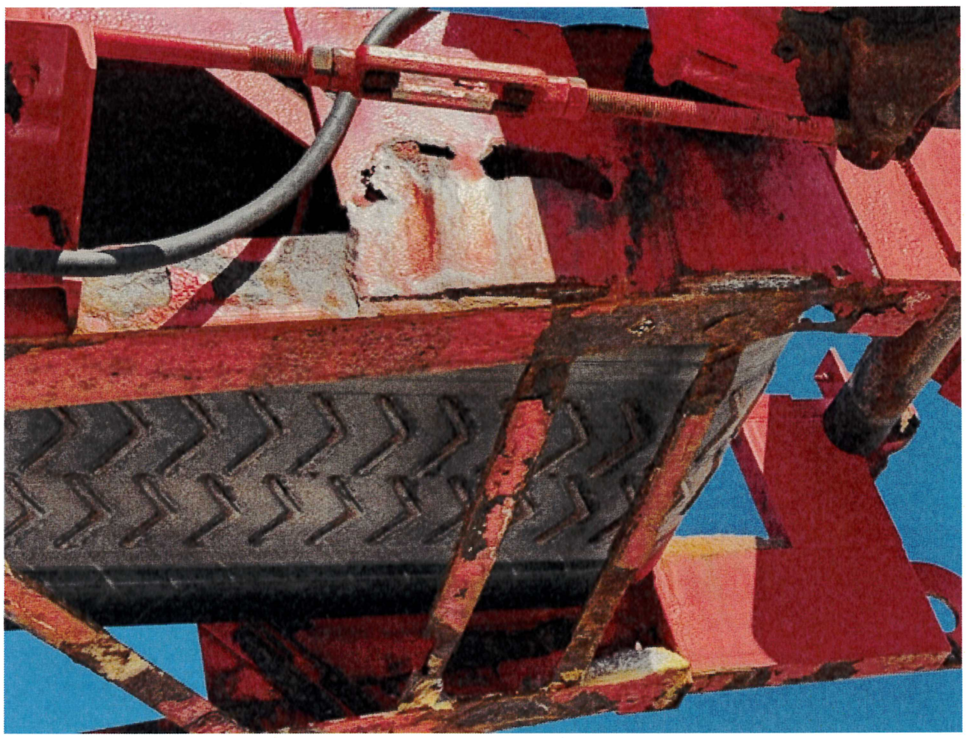
Preparer: Solomon King

Vendor Name: Kafka Conveyors & Equipment, Inc.

Expected amount of purchase or contract: $104,830.00

Department Head Signature: ***Date:***

Finance Director Signature: ***Date:***



QUOTATION

Kafka Conveyors & Equipment, Inc.
213202 State Highway 107
Mosinee, WI 54455
USA

Voice: 715-693-2327
Fax: 715-693-2351

Quote Number: 23599 24x100 R
Quote Date: Jul 20, 2026
Page: 1

Quoted To:
CITY OF WAUSAU DEPARTMENT OF PUBLIC WORKS 400 MYRON STREET WAUSAU, WI 54401

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF WAUSAU	8/19/26		

Quantity	Item	Description	Unit Price	Amount
		24"x100' IN-PIT RADIAL STACKER		
	T26-4x4x5/16-2x2x1/4	26" DEEP TRUSS 4x4x5/16" CORNERS 2x2x1/4" LATTICE 2 PC BOLT TOGETHER		
	SQTU	SQUARE TUBULAR UNDERCARRIAGE [HEAVY-DUTY]		
	FOLD 25' HEAD	25' MANUAL HEAD END FOLD		
	MR&L	MANUAL RAISE AND LOWER		
	MASW	MANUAL SWIVEL WHEELS 22.5" LARGE HUB DUAL WHEEL		
	PRCB5-4	PRECISION CEMA B5" CANS 4' ON CENTER, 12" SPACINGS UNDER HOPPER		
	PRC BBR	PRECISION CEMA B5" RETURNS 10' ON CENTER		
	LAG 18" 2-15/16	18" Lagged Head Pulley with 2 15/16" Shaft		
	WING 16"	16" WING TAIL PULLEY 2 7/16" SHAFT		
	TKUU24	24" TOP ANGLE TAKE-UP UNIT		
	TERB	TYPE E ROLLER BEARINGS		
	1045	1045 SHAFTS		
	TXT 515	TXT515 [DODGE] GEARBOX 15:1 RATIO #101288		
	20 HP	20 HP TEFC ELECTRIC MOTOR # 102427		
	2 PLY	2 PLY 220 CHEVRON TOP BELTING WITH 6" SKIVED OFF EACH SIDE		
	FLEXCO	FLEXCO MECHANICAL FASTENERS,		
	HPRS	5' STANDARD HOPPER WITH		

Note: We do not warrant that our guards will meet all local codes. It is the responsibility of the end user to have them checked by a local inspector.

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

Kafka Conveyors & Equipment, Inc.
213202 State Highway 107
Mosinee, WI 54455
USA

Voice: 715-693-2327
Fax: 715-693-2351

QUOTATION

Quote Number: 23599 24x100 R
Quote Date: Jul 20, 2026
Page: 2

Quoted To:
CITY OF WAUSAU DEPARTMENT OF PUBLIC WORKS 400 MYRON STREET WAUSAU, WI 54401

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF WAUSAU	8/19/26		

Quantity	Item	Description	Unit Price	Amount
		URETHANE FLASHING		
	GUARDING	HEAD & TAIL GUARDING - SAFETY YELLOW		
	P&PO	SAND BLASTED; EPOXY PRIMED AND PAINTED ORANGE, GRAY OR TAN		
	P. PLATE	PIVOT PLATE		
	BOLTS	All Bolts to assemble conveyor		
1.00		NO ELECTRICAL SWITCHGEAR FOB MOSINEE	83,000.00	83,000.00
3.00	FLEXCO 24 EZP1	[OPTION] FLEXCO 24" EZP1 BELT CLEANER; INSTALLED	1,370.00	4,110.00
3.00	GUARDING-NIP24"-36"	[OPTION] RETURN NIP GUARDS [EACH]	120.00	360.00
3.00	GUARDING-SIDE	[OPTION] RETURN SIDE GUARDS [EACH SET]	95.00	285.00
1.00	GUARDING-TOP SIDE	[OPTION] TOP SIDE FALL IN GUARD 8' LONG, EACH SIDE	550.00	550.00
1.00	BKSTOP 5	[OPTION] TXT5 BACKSTOP INSTALLED #101259	875.00	875.00
1.00	HR&L	[OPTION] HYDRAULIC RAISE AND LOWER, 7.5 HP POWER UNIT, RAM, VALVE, HOSES. [COMPLETE]	7,400.00	7,400.00
1.00	ELECTRICAL P - 7.5	[OPTION] 7.5 HP ELECTRICAL PANEL: PROVIDE STARTER IN NEMA 12/3R ENCLOSURE WITH START/STOP BUTTONS, CIRCUIT BREAKER, AND DISCONNECT; WIRED TO MOTOR.	2,250.00	2,250.00

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

Note: We do not warrant that our guards will meet all local codes. It is the responsibility of the end user to have them checked by a local inspector.

QUOTATION

Kafka Conveyors & Equipment, Inc.
213202 State Highway 107
Mosinee, WI 54455
USA

Voice: 715-693-2327
Fax: 715-693-2351

Quote Number: 23599 24x100 R
Quote Date: Jul 20, 2026
Page: 3

Quoted To:
CITY OF WAUSAU
DEPARTMENT OF PUBLIC WORKS
400 MYRON STREET
WAUSAU, WI 54401

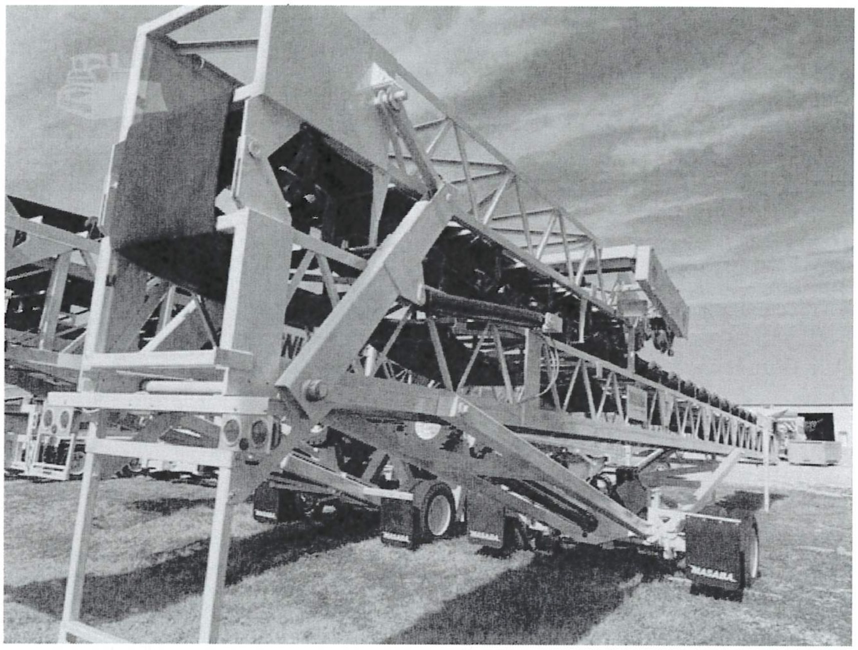
Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF WAUSAU	8/19/26		

Quantity	Item	Description	Unit Price	Amount
1.00	ELECTRICAL P - 20	[OPTION] 20 HP ELECTRICAL PANEL: PROVIDE STARTER IN NEMA 12/3R ENCLOSURE WITH START/STOP BUTTONS, CIRCUIT BREAKER, AND DISCONNECT; WIRED TO MOTOR.	3,200.00	3,200.00
1.00	HPRS-XL	[OPTION] XL BOLT-ON RADIAL HOPPER	700.00	700.00
1.00		[OPTION] AGGREGATER SEGREGATOR, ADDJUSTABLE	2,100.00	2,100.00

Subtotal	104,830.00
Sales Tax	
TOTAL	**104,830.00**

Note: We do not warrant that our guards will meet all local codes. It is the responsibility of the end user to have them checked by a local inspector.

2022 MASABA 36X100 PRS



USD **$104,000**

Machine Location: 226 County Rd Paradise, Texas 76073

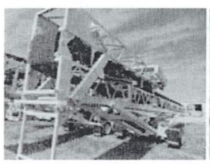
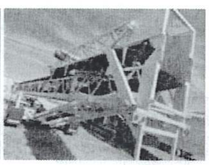
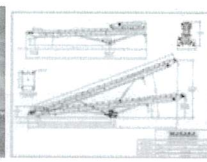
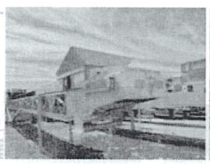
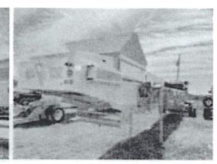
Seller Information

Crushing Equipment Solutions

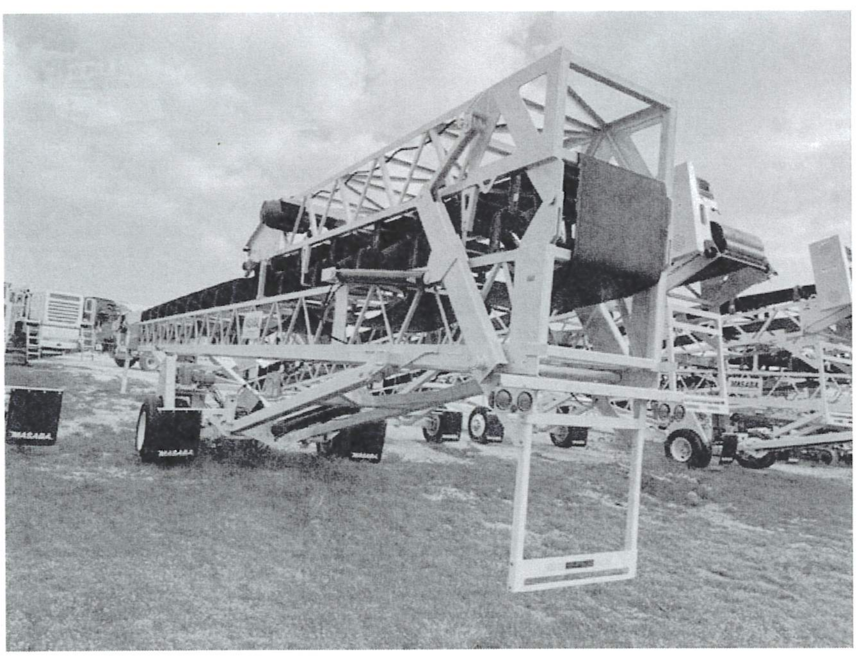
Contact: Todd Prather

Phone: **(940) 343-5370**

(940) 343-5370

2023 MASABA 36X100 PRS



USD **$163,354**

Machine Location: 226 County Rd Paradise, Texas 76073

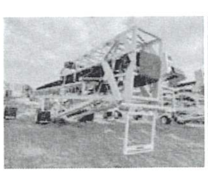
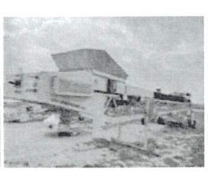
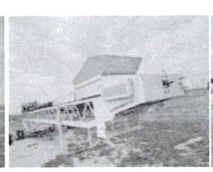
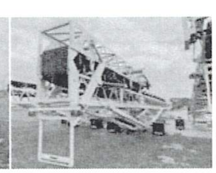
Seller Information

Crushing Equipment Solutions

Contact: Todd Prather

Phone: **(940) 343-5370**

(940) 343-5370

Department of Public Works
Construction & Maintenance Division

Solomon King
Fleet Manager

MEMORANDUM

DATE: August 4th, 2026

TO: Finance Committee

FROM: Solomon King

RE: Jet A refueler replacement

The procurement process to replace the Jet A refueler at Wausau's Municipal Airport is in progress. The Airport's existing refueler is from 1996. Fleet has had challenges maintaining and repairing the refueler due to difficulty finding parts/components for the chassis. This lack of parts/components has made the ability to properly repair this unit impractical.

The last breakdown led to the unit being taken out of service long-term. In order to continue allowing the Airport to operate, a temporary refueler was sourced and put into use.

While attempting to repair the out of service refueler, it was established that parts are no longer available from common and secondary sources. An in-depth search for parts took place. This search included "bone/junkyards" across the nation. Used parts in better condition could not be located and custom-made new parts are not available.

After establishing the unit could not be repaired, it was decided to move forward with the procurement process to replace the Airport's refueler. In this packet, you will find the sole source justification for a replacement and an estimate for a replacement.

Fleet has equipment funding available this year for the refueler replacement, requiring no additional modification.

City of Wausau • 400 Myron Street • Wausau, WI 54401 • 715.261.6971 • Fax 715.261.0337
solomon.king@wausauwi.gov

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 $50,000 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 $10,000 to $50,000 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 $50,000 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.

   The purchase of one (1) used 3000-gallon Jet A refueler mounted on a Ford F-750 chassis.

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

   This refueler will replace the current Jet A refueler for the Wausau Municipal Airport. The refueler is operated by Wausau Flying Service to supply fuel to customers daily.

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.

   Wausau's municipal Airport is operated by Wausau Flying Service. They are contracted to supply aviation quality jet fuel by Phillips 66. The refueler purchased must be approved by Phillips 66 to conform with the contract currently held. This unit is being temporarily leased from Phillips 66; therefore, the transition would be seamless.

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

   After establishing the current refueler could not be repaired, it was decided the refueler would need to be replaced. When working through this replacement process, it is understood the restriction to purchase a unit must be approved by Phillips 66.

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

The replacement started as procuring a new refueler. Working with Phillips 66, we received adequate quotes from Skymark, Garsite and Westmore. After discussion with Airport management, they stated the current unit leased is acceptable and accomplishes the operations needed. Fleet researched the chassis and found the Ford chassis to be supported and have parts/components available for repair and maintenance. Both Airport and Fleet staff are comfortable with purchasing this used unit as a replacement. Moving forward with this purchase will save the City roughly $214,000.00 in total procurement cost.

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

- [x] Product or vendor is uniquely qualified with capability not found elsewhere.
- [ ] Urgency due to public safety, serious financial injury or other. (explain)
- [x] 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.
- [x] Product compatibility or the standardization of a product.
- [ ] Continuation of a phased project.
- [ ] Proposal development is uneconomical.

Department: DPW - Fleet

Preparer: Solomon King

Vendor Name: Wheels – LPUSA, LLC. (On behalf of Phillips 66)

Expected amount of purchase or contract: $180,000.00

Department Head Signature: ***Date:***

Finance Director Signature: ***Date:***

Sales Estimate for Truck #66368

Sales order date: 07/30/2026

Source invoice number: 33449471

Customer: City of Wausau

Contact: Solomon King

Address: 400 Myron Street, Wausau, WI 54401

Phone: (715) 261-6961

Email: solomon.king@wausauwi.gov

Master lease: 49999 - 40234

Line Item

Sched No	LP #	LSEE Unit	Year	Make	Model	Serial Number	Sale Amount	Sales Tax	Property Tax	Total Amount
202003	498 - 66368	4527760033	2019	Ford	F-750 w/3000 Gallon Jet	1FDPF7AY1KDF13338	$180,000.00	$15,300.00	$0.00	$195,300.00

Terms

- Sold as is, where is.
- No warranty expressed or implied.
- Sales tax is included in the total amount.
    - Sales Tax Exemption Certificate must accompany payment if sales tax is not paid.
- Any property tax assessed after payoff will remain the obligation of the lessee.
- Property tax is shown as $0.00.
- Sales estimate good until 08-25-2026
- All funds will be paid to
    - Wheels - LPUSA, LLC P.O. BOX 96336 CHICAGO, IL 606936336

Quarles

411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

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Milwaukee
Minneapolis
Naples
Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

August 5, 2026

VIA EMAIL AND UPS

Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Bond Resolution - $3,469,102 City of Wausau Water System Revenue Bonds, Series 2026 (Safe Drinking Water Loan) (the "Revenue Bonds")

Dear Maryanne:

Enclosed for consideration at the August 12, 2026 Common Council meeting is a copy of a **Resolution** authorizing the execution of the Financial Assistance Agreement and the issuance of the Revenue Bonds to the State of Wisconsin Safe Drinking Water Loan Program. A copy of the Financial Assistance Agreement provided by DNR should be distributed to the Common Council along with the Resolution.

If you have not already done so, please include the title of this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The enclosed **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

QB\103972019.1

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt this Resolution. We have enclosed an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

We are also enclosing a **Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return it to us.

Please return one executed copy of the Resolution, the Excerpts of Minutes, the Certificate of Compliance with Open Meeting Law and the Questionnaire to us by an overnight delivery service immediately after the meeting so that we receive them no later than **Monday, August 17**. A copy of the Resolution should be incorporated into the minutes of the August 12, 2026 meeting.

Finally, we are enclosing a **Notice** regarding the adoption of the resolution authorizing the issuance and sale of the Revenue Bonds which you should provide to the City's official newspaper to be published as a class 1 notice as soon as possible after adoption of the Resolution. Please forward an Affidavit of Publication (which must be signed by a representative of the newspaper) for the Notice to us once it has been published.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5430.

Very truly yours,

QUARLES & BRADY LLP

Jacob Lichter/TAB

Jacob P. Lichter

JPL:TAB
Enclosures
#940025.00133

cc: Rachel A. Brown (w/enc. via email)
Kody Hart (w/enc. via email)
Season Welle (w/enc. via email)
Eric Lindman (w/enc. via email)
Anne L. Jacobson, Esq. (w/enc. via email)
Sean Agid (w/enc. via email)
Brian Roemer (w/enc. via email)
Aaron Heintz (w/enc. via email)
Jessica Fandrich (w/enc. via email)
Rachel Liegel (w/enc. via email)
Andrea Ceron (w/enc. via email)
Amy Johnson (w/enc. via email)
Kathryn Leja-Brennan (w/enc. via email)
Bridgette J. Keating (w/enc. via email)
Tracy A. Berrones (w/enc. via email)

<u>**Tax Matters Questionnaire**</u>

City of Wausau, Wisconsin ("Issuer")
Water System Revenue Bonds, Series 2026 ("Obligations")

In anticipation of the Issuer's upcoming Safe Drinking Water Loan borrowing, we ask that you answer the questions below which will help us determine whether the borrowing qualifies for tax-exempt financing under the Internal Revenue Code (the "Code") and applicable Treasury Regulations (the "Regulations"). Please direct any questions to Jacob P. Lichter at Quarles & Brady LLP at 414-277-5430.

I. <u>**Private Activity**</u>**:** Subject to specific exceptions provided for in the Code, the interest on municipal obligations which finance private activities or provide special benefits to private entities is taxable. Please note that for purposes of this questionnaire, a **"Non-Governmental Entity"** means any person, partnership, corporation or other organization or entity that is not a governmental unit. The federal government and nonprofit organizations count as a non-governmental entity.

1. Description of the project(s) to be financed or refinanced with the proceeds of the Obligations: <u>Safe Drinking Water Loan Project consisting of: replace public side Lead Service Lines (the "Project").</u>

☐ **YES** ☐ **NO** Does the above description accurately and completely describe the project(s) to be financed with proceeds of the Obligations? **If NO, please make appropriate changes in the language above.**

☐ **YES** ☐ **NO** 2. Will any portion of the Project be owned by, sold to, or leased (or subleased) to any person or entity other than a governmental unit? **If YES, attach a description of the planned sale or lease.**

☐ **YES** ☐ **NO** 3. Will any portion of the Issuer's Water System or the Project be managed (pursuant to a management contract or incentive payment contract) by a Non-Governmental Entity? **If YES, attach a copy of the operating or management contract.**

☐ **YES** ☐ **NO** 4. Will any Non-Governmental Entity have a right to use the Water System or Project or purchase output from the Water System or Project through any procedure or contract which gives preference to that customer over any other or gives priority rights or capacity rights to any entity? **If YES, attach a description of the arrangement that includes the following:**

a. Customer name.

b. Percentage of annual revenue of the Project attributable to the customer.

☐ **YES** ☐ **NO** 5. Will any user of the Issuer's Water System or the Project use it other than pursuant to a generally applicable and uniformly applied rate schedule? **(If YES, attach a description of the basis of the use of the Project)**.

☐ **YES** ☐ **NO** 6. Are there any contracts for use of the Water System or the Project (e.g., large industrial users, cell phone towers, vending machines, etc.) by Non-Governmental Entities? **If YES, attach a description of the contracts.**

☐ **YES** ☐ **NO** 7. Will any portion of the proceeds from the proposed borrowing be loaned to any other person or entity? **If YES, attach a description of the proposed loan.**

QB\103972738.1

☐ **YES** ☐ **NO** 8. Are there any development agreements relating to the Project? **If YES, attach a description of the agreement.**

II. **Reimbursement:** Subject to specific exceptions provided for in the Regulations (the "Reimbursement Regulations"), the interest on municipal obligations which reimburse prior expenditures is taxable. By answering the questions below, you will assist us in determining whether the Reimbursement Regulations have been followed.

☐ **YES** ☐ **NO** 1. Have any of the costs of the Project been paid prior to the date hereof using internal funds of the Issuer? **If YES, please list the amount, purpose and date of payment of those previous expenditures which you expect to reimburse with proceeds of the Obligations:**

Amount	Date of Payment	Purpose
$____________	____________	____________________
____________	____________	____________________
____________	____________	____________________
____________	____________	____________________
____________	____________	____________________
____________	____________	____________________
____________	____________	____________________

III. **Project Timeline:** Generally, the IRS arbitrage rules found in the Code and Regulations limit the investment of the proceeds of tax-exempt obligations. However, if certain tests are met, the proceeds are permitted to be invested for a "temporary period". By answering the questions below, we will be able to determine whether the proceeds of the Obligations qualify for a temporary period.

☐ **YES** ☐ **NO** 1. Have you previously or will you within six months enter into contracts requiring payment of at least 5% of the proceeds of the Obligations for the Project?

☐ **YES** ☐ **NO** 2. Have you or will you commence work on the Project and continue to work on the Project until it is complete?

☐ **YES** ☐ **NO** 3. Do you expect to spend all of the proceeds of the Obligations for the Project within three years?

IV. **Rebate of Investment Earnings:** The basic IRS rebate requirement is that an issuer of tax-exempt obligations must pay to the United States the amount by which the investment earnings on the gross proceeds of any borrowings exceed the amount which would have been earned if the proceeds were invested at the yield on those obligations, plus any earnings on such excess. The rebate amount is required to be calculated and paid to the United States at least every five years. However, there are several exceptions to the rebate requirement. By answering the questions below, we will be able to determine whether you might qualify for an exception. Note: the exceptions to rebate are based on actual facts, not expectations, so the determination of whether an exception applies will only be certain at a future time.

☒ **YES** ☐ **NO**	1.	Small Issuer Exception: Do you expect to issue more than $5 million of tax-exempt obligations during the current calendar year?
☐ **YES** ☐ **NO**	2.	Six Month Expenditure Exception: Do you expect to spend all of the proceeds of the Obligations within 6 months?
☐ **YES** ☐ **NO**	3.	Eighteen Month Expenditure Exception: Do you expect to spend all of the proceeds of the Obligations within 18 months pursuant to the following schedule:

a. at least 15% within six months of the date of issue;

b. at least 60% within 12 months of the date of issue; and,

c. 100% within 18 months of the date of issue?

4. Two Year Construction Expenditure Exception.

☐ **YES** ☐ **NO**	a.	Are at least 75% of the proceeds of the Obligations to be used to finance construction expenditures?
☐ **YES** ☐ **NO**	b.	If the answer to 4a. is "yes", do you expect to spend the proceeds of the Obligations within 2 years pursuant to the following schedule:

(1) at least 10% within six months of the date of issue;

(2) at least 45% within 12 months of the date of issue;

(3) at least 75% within 18 months of the date of issue; and,

(4) 100% within two years of the date of issue.

ACKNOWLEDGEMENT AND SIGNATURE

I hereby certify that I am an authorized representative of the Issuer, and that I am authorized by the Issuer to execute this Questionnaire. I am charged with the responsibility to perform such acts as are necessary and proper for the financing, refinancing, construction, acquisition and/or improvement of the Project, and I am acting on behalf of the Issuer in executing this Questionnaire. I certify that I am familiar with the Project and that all information contained herein is true, correct and complete to the best of my knowledge. I am not aware of any facts or circumstances that would cause me to question the accuracy or reasonableness of any information contained herein or attached documentation. I understand the foregoing will be relied upon by Quarles & Brady LLP in determining the tax-exempt status of the Obligations.

Prepared and submitted by:

____
Name:____________________________________
Title:_____________________________________
Phone: ___________________________________
City of Wausau, Wisconsin
Date:_____________________________________

Quarles

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Tucson
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August 5, 2026

VIA EMAIL

Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Scope of Engagement Re: Proposed Issuance of $3,469,102 City of Wausau (the "City") Water System Revenue Bonds, Series 2026 (Safe Drinking Water Loan)

Dear Maryanne:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bonds (the "Bonds") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;

2) the Bonds are valid and binding obligations of the City according to their terms; and,

3) the interest paid on the Bonds will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

<u>Diversity of Practice; Consent to Unrelated Engagements</u>

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately $22,030, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Bonds or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least $10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Use of Artificial Intelligence Tools

We may use artificial intelligence ("AI") tools to assist in the delivery of legal services, including both predictive AI tools and generative AI tools. If you would like more information about how we use these tools, the tools themselves, and/or any attendant risks, please let us know immediately and we will be happy to discuss.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Jacob P. Lichter

JPL:TAB
#940025.00133
cc: Rachel A. Brown (via email)
Kody Hart (via email)
Season Welle (via email)
Eric Lindman (via email)
Anne L. Jacobson, Esq. (via email)
Sean Agid (via email)
Bridgette J. Keating (via email)
Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF WAUSAU

By:_________________________

Its:_________________________
Title

Date:_______________________

QB\103972804.1

$3,469,102
City of Wausau, Wisconsin
Water System Revenue Bonds, Series 2026

CLOSING CERTIFICATE

Doug Diny, the Mayor, and Rachel A. Brown, the City Clerk of the City of Wausau, Marathon County, Wisconsin (the "Municipality"), hereby certify as follows:

1. We are the duly qualified and acting Mayor and City Clerk of the Municipality and have been such at all times pertinent to the authorization and delivery of the "Water System Revenue Bonds, Series 2026" of the Municipality (the "Bonds").

2. We have executed and sealed the negotiable, fully-registered Bonds. The Bonds are in the aggregate principal amount of $3,469,102, are dated August 26, 2026, and are numbered from 1 upward. The Bonds mature in installments of principal due on May 1 of each of the years 2027 through 2046, and bear interest at a rate of 0.250% per annum. We were duly authorized to execute the same.

3. Attached in the Closing Transcript is a true and complete copy of a resolution entitled: "Resolution Authorizing the Issuance and Sale of Up to $3,469,102 Water System Revenue Bonds, Series 2026, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" (the "Bond Resolution"). The Bond Resolution was duly adopted by the Common Council of the Municipality (the "Governing Body") on August 12, 2026. The Bond Resolution has not been repealed, amended or modified in any respect and remains in full force and effect today.

4. Attached in the Closing Transcript is a true and complete copy of the Certificate of Compliance with Open Meeting Law Public Notice Requirements with respect to the August 12, 2026 meeting of the Governing Body of the Municipality, evidencing compliance with Subchapter V of Chapter 19, Wisconsin Statutes.

5. Attached in the Closing Transcript is a true and complete copy of the part of the minutes of the August 12, 2026 meeting of the Governing Body wherein the Governing Body adopted the Bond Resolution.

6. Attached in the Closing Transcript is a true and complete copy of a sworn affidavit from an authorized representative of the official newspaper of the Municipality, in which a notice has been published pursuant to Section 893.77, Wisconsin Statutes, regarding the adoption of the Bond Resolution.

7. Attached in the Closing Transcript is a Specimen Bond. The signatures of Doug Diny, the Mayor, and Rachel A. Brown, the City Clerk of the Municipality, are their respective true signatures, and the seal of the Municipality appearing on the Bonds is an accurate impression or facsimile of the seal of the Municipality.

8. Attached in the Closing Transcript is a true and complete copy of the Financial Assistance Agreement relating to the Bonds; said Financial Assistance Agreement has not been amended or modified in any respect and remains in full force and effect today.

9. The Municipality is a duly organized and existing municipal corporation of the State of Wisconsin.

10. There are no rules or resolutions in effect which require any officer or official of the Municipality, other than the Mayor and the City Clerk of the Municipality, to execute bonds of the Municipality.

11. Each meeting of the Governing Body or any committee of the Municipality at which the Bond Resolution was taken up was held at the place and time and called and notified in the manner routinely established by the Governing Body or such committee and proceeded in accordance with a written agenda; was notified to the public and news media and conducted in full compliance with the "open meeting" laws of the State of Wisconsin, and particularly Subchapter V, Chapter 19, Wisconsin Statutes; was held in a public, accessible place in the Municipality, with doors open at all times to the public; and no secret ballot was taken thereat; and no such meeting was commenced, subsequently convened in closed session and thereafter reconvened in open session, unless public notice of such subsequent open session was given at the same time and in the same manner as the public notice of the meeting convened prior to the closed session. All such meetings were fully lawful and in all respects in accordance with the rules of the Municipality. Each such meeting was a regular meeting or duly-called special meeting, held at the place in the Municipality, on the date and at the time and notified in the manner routinely established by rule of the Governing Body.

12. The meeting of the Governing Body was held on August 12, 2026, at which a quorum was present throughout. The Governing Body consists of eleven Alderpersons. At such meeting, the Bond Resolution was introduced by one of the Governing Body members in accordance with routinely established procedures of the Governing Body (all Governing Body members having full copies thereof in advance and adequate time to read and examine prior to adoption, and no member objecting); and, on motion duly made and seconded, duly adopted by the affirmative vote of the members present, upon an aye or no vote duly recorded in the Governing Body minutes.

13. The City Clerk of the Municipality has recorded a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in a separate record book as required by law. This record has been available for public inspection during normal business hours at the City Clerk's office in the Municipality and no person was denied the right to inspect or duplicate it.

14. We have reviewed the Additional Bonds Certificate, the No Arbitrage Certificate, the Bond Resolution and the Form 8038-G, all appearing in the Closing Transcript, and to the best of our information and belief, all of the statements made in each respective document are true and correct.

15. No litigation is pending or, to our knowledge, threatened (i) to restrain or enjoin the issuance or delivery of any of the Bonds, or (ii) in any way contesting or affecting the validity of the Bonds or the Bond Resolution.

16. There is no litigation pending or, to our knowledge, threatened against the Municipality or involving any of the property or assets under the control of the Municipality that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets or in the condition, financial or otherwise, of the Municipality or the Water System.

17. Neither the corporate existence nor boundaries of the Municipality nor the title of its present or former officers to their respective offices is being contested, and no authority or proceedings for the issuance of the Bonds have been repealed, revoked or rescinded. No petition has been filed requesting that the Bonds not be issued.

18. Based on our inquiry, information and belief, no part of the funds of the Municipality or the Water System derived from the issuance and sale of the Bonds shall inure to the benefit of or be distributable to any official of the Water System or of the Municipality, except for the lawful payment or compensation for services rendered and its lawful reimbursement of expenses incurred, and no loans shall be made, and no property or services shall be purchased or sold, leased or otherwise disposed of, to any such official as a result of the use of such funds by the Municipality or by the Water System.

19. Based on our inquiry, information and belief, no official of the Water System or of the Municipality has any private interest, direct or indirect, in any of the proceedings relating to the authorization, issuance and sale of the Bonds.

20. The Municipality is able to pay all of its current operating expenses in the usual course as they come due without need for special or exceptional tax levies.

21. The Bonds are payable only from and secured by a pledge of the income and revenues of the Water System of the Municipality; and do not constitute an indebtedness of the Municipality within any constitutional or statutory limitation.

22. There are no obligations outstanding payable from a pledge of the income and revenues of the Water System of the Municipality, other than the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017, Water System Revenue Bonds, Series 2019D, dated October 1, 2019, Water System Revenue Bonds, Series 2020B, dated June 24, 2020, Water System Revenue Bonds, Series 2024, dated June 26, 2024, Water System Revenue Bonds, Series 2024B, dated September 11, 2024, Taxable Water System Revenue Bonds, Series 2025, dated November 26, 2025, and the Bonds.

23. The Municipality is not in default on any borrowed money obligation.

24. The Municipality has received a disbursement of Bond proceeds from the State on the date of this Certificate, representing the purchase price of the Bonds as provided in the Bond Resolution.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the Municipality as of August 26, 2026.

CITY OF WAUSAU, WISCONSIN

(SEAL)

By: ______________________________
Doug Diny
Mayor

By: ______________________________
Rachel A. Brown
City Clerk

QB\103973122.1

Form **8038-G** (Rev. October 2021)

Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name City of Wausau	2 Issuer's employer identification number (EIN) 39-6005648
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 407 Grant Street — Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Wausau, WI 54403	7 Date of issue 08/26/2026
8 Name of issue Water System Revenue Bonds, Series 2026	9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Maryanne A. Groat, Finance Director/Treasurer	10b Telephone number of officer or other employee shown on 10a 715-261-6645

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	3,469,102
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/01/2046	$ 3,469,102	$ 3,469,102	10.264 years	0.250 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	0
23	Issue price of entire issue (enter amount from line 21, column (b))			23	3,469,102
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	22,030		
25	Proceeds used for credit enhancement	25	0		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	0		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	0		
29	Total (add lines 24 through 28)			29	22,030
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	3,447,072

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	0
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	0
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	0

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☑ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) See Ex A

c Enter the EIN of the issuer of the master pool bond ▶ 39-6028867

d Enter the name of the issuer of the master pool bond ▶ State of Wisconsin

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☑

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☑

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☑ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) 01/13/2026

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title
	08/26/2026	Doug Diny, Mayor

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Jacob P. Lichter		08/26/2026		P03181503
Firm's name ▶ Quarles & Brady LLP			Firm's EIN ▶	39-0432630
Firm's address ▶ 411 East Wisconsin Avenue, Milwaukee, WI 53202			Phone no.	(414) 277-5000

QB\103973262.1

Exhibit A

Attachment to IRS Form 8038-G

CITY OF WAUSAU
(E.I.N. 39-6005648)
WATER SYSTEM REVENUE BONDS, SERIES 2026
DATED AUGUST 26, 2026

Line 38a	Proceeds of another tax-exempt issue(s) issued by the State of Wisconsin (E.I.N. 39-6028867) may be used to make the initial or future disbursements of proceeds on this issue for nonrefunding purposes, but the date of such issue(s) and amount, if any, are unknown at this time.
Line 38b	See above.
Line 38c	See above.
Line 38d	See above.

$3,469,102
City of Wausau, Wisconsin
Water System Revenue Bonds, Series 2026

ADDITIONAL BONDS CERTIFICATE

The undersigned City Clerk of the City of Wausau, Marathon County, Wisconsin (the "City") hereby certifies, in connection with the issuance of the City's Water System Revenue Bonds, Series 2026, dated August 26, 2026 (the "Bonds"), that:

1. (a) Pursuant to a resolution adopted on November 14, 2017 (the "2017C Resolution"), the City issued its Water System Revenue Bonds, Series 2017C, dated December 5, 2017 (the "2017C Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2017C Bonds (Section 7).

(b) Pursuant to a resolution adopted on September 10, 2019 (the "2019D Resolution"), the City issued its Water System Revenue Bonds, Series 2019D, dated October 1, 2019 (the "2019D Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2019D Bonds (Section 7).

(c) Pursuant to a resolution adopted on June 9, 2020 (the "2020B Resolution"), the City issued its Water System Revenue Bonds, Series 2020B, dated June 24, 2020 (the "2020B Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2020B Bonds (Section 11).

(d) Pursuant to a resolution adopted on June 11, 2024 (the "2024 Resolution"), the City issued its Water System Revenue Bonds, Series 2024, dated June 26, 2024 (the "2024 Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2024 Bonds (Section 11).

(e) Pursuant to a resolution adopted on August 19, 2024 (the "2024B Resolution"), the City issued its Water System Revenue Bonds, Series 2024B, dated September 11, 2024 (the "2024B Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2024B Bonds (Section 11).

(f) Pursuant to a resolution adopted on November 11, 2025 (the "2025 Resolution"), the City issued its Water System Revenue Bonds, Series 2025, dated November 26, 2025 (the "2025 Bonds"), and set certain conditions on the issuance of additional bonds on a parity with the 2025 Bonds (Section 11).

The 2017C Bonds, the 2019D Bonds, the 2020B Bonds, the 2024 Bonds, the 2024B Bonds and the 2025 Bonds shall collectively be referred to as the "Prior Bonds". The 2017C Resolution, the 2019D Resolution, the 2020B Resolution, the 2024 Resolution, the 2024B Resolution and the 2025 Resolution shall collectively be referred to as the "Prior Resolutions".

2. Such conditions are met in connection with the issuance of the Bonds, as follows:

(a) The Net Revenues (as defined in the Prior Resolutions) of the City's Water System for Fiscal Year 2025 were in an amount at least equal to the maximum annual interest and principal requirements (which is greater than the average combined principal and interest requirements) on the Prior Bonds and the Bonds ($4,454,913) times 1.25 ($5,568,641), as follows:

Gross Earnings:	$12,101,660
Less Current Expenses:	4,898,464
Net Revenues:	$7,203,196

1.25 is the highest debt service coverage ratio to be required with respect to the Prior Bonds and the Bonds (which are the only obligations payable from the revenues of the Water System currently outstanding).

(b) The payments required to be made into the funds and accounts enumerated in Section 4 of the 2017C Resolution and the 2019D Resolution and Section 6 of the 2020B Resolution, the 2024 Resolution, the 2024B Resolution and the 2025 Resolution have been made in full.

(c) The Resolution authorizing the Bonds provides that the Bonds shall mature on May 1 of each year and that interest thereon is payable semiannually on May 1 and November 1 of each year.

(d) The Bonds are not secured by the Reserve Account securing the 2017C Bonds and the 2019D Bonds.

(e) The proceeds of the Bonds will be used only for the purpose of providing additions, extensions and improvements to the Water System.

Dated August 26, 2026.

CITY OF WAUSAU, WISCONSIN

____

Rachel A. Brown
City Clerk

QB\103973415.1

$3,469,102
City of Wausau, Wisconsin
Water System Revenue Bonds, Series 2026

NO ARBITRAGE CERTIFICATE

The undersigned officers of the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby certify as follows with regard to the Municipality's issuance of up to $3,469,102 Water System Revenue Bonds, Series 2026, dated August 26, 2026 (the "Bonds").

I. IN GENERAL

1.1 Authority. The undersigned are officers of the Municipality charged by law and a resolution adopted by the Common Council of the Municipality on August 12, 2026 authorizing the issuance of the Bonds (the "Bond Resolution") with responsibility for issuing the Bonds and are acting for and on behalf of the Municipality in executing this Certificate.

1.2 Nature of Certificate. This Certificate accompanies the transcript of proceedings for the issuance of the Bonds and describes the Municipality's reasonable expectations as of this date, regarding the amount and use of the proceeds of the Bonds (the "Bond Proceeds").

1.3 Date of Certificate. This Certificate is made as of the date of issue, that is, the date on which there is a physical delivery of some or all of the Bonds in exchange for an amount of the purchase price for the Bonds exceeding the lesser of $50,000 or five percent of the issue price of the Bonds.

II. PURPOSE

2.1 Governmental Purpose. The Bonds are being issued for the governmental purpose of constructing improvements and extensions to the water system (the "Water System") of the Municipality, consisting of construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4930-97 by the Department of Natural Resources.

2.2 Issuance Costs. $22,030 of the proceeds of the Bonds will be used to pay issuance costs with respect to the Bonds.

2.3 New Money Proceeds. The balance of the proceeds (the "New Money Proceeds") will be used to pay the costs of the Project and to pay administrative expenses related to the Project.

QB\103973650.1

2.4 No Replacement Proceeds. The Bonds are not being issued to replace any proceeds of an earlier issue of governmental obligations that were not expended on the project for which such earlier issue was intended. Neither the Municipality or any related party of the Municipality has or is reasonably expected to have any monies (other than sale proceeds or investment proceeds of the Bonds) that (i) could be used for the governmental purposes for which the Bonds are being issued and (ii) are not reasonably expected to be used for other purposes.

2.5 Not a Tax Anticipation Note. The Bonds are not being issued in anticipation of taxes or other revenues, such as tolls, fees, grants or awards.

2.6 No Abusive Arbitrage Device. In connection with the issuance of the Bonds, the Municipality has not and will not engage in any transaction or series of transactions (i) enabling the Municipality to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations in any manner including, without limitation, by selling Bonds that would not otherwise be sold or selling more Bonds, or issuing them sooner, or allowing them to remain outstanding longer, than would otherwise be necessary to accomplish the governmental purposes of the Bonds. No device has been employed in connection with the issuance of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates.

2.7 No Other Obligations. There are no other obligations of the Municipality which (a) have been or will be sold within 15 days of the date of sale of the Bonds; (b) are sold pursuant to the same plan of financing together with the Bonds; and (c) are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

2.8 Covenant. The Municipality will not make or permit any use of the Bond Proceeds which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable income tax regulations (the "Regulations"), and hereby further covenants that it will observe and not violate the requirements of Section 148 of the Code or any applicable Regulations.

III. PROCEEDS AND FUNDS

3.1 Disposition of Proceeds. For tax purposes, the Bonds are considered issued on the date hereof because an amount of Bond Proceeds exceeding the lesser of $50,000 or five percent (5%) of the Bond Proceeds is to be advanced on the date hereof pursuant to the Financial Assistance Agreement to either (i) reimburse the Municipality for Project expenses previously paid in anticipation of the receipt of Bond Proceeds or (ii) pay, within three days of the date hereof, invoices previously received for Project costs. Subsequent advances of Bond Proceeds shall be made, in an aggregate amount which, after adding the first advance, does not exceed the face amount of the Bonds. Such subsequent advances will be applied either to (i) reimburse the Municipality for Project expenses previously paid in anticipation of the receipt of Bond Proceeds or (ii) pay Project invoices, as specified earlier, within three days of the date of receipt of such funds. Prior to the payment of Project invoices, the proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as described above and in the Financial Assistance Agreement relating to the Project dated August 26, 2026. Moneys in the Water System SDWLP Project Fund shall be disbursed within three business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

3.2 Not an Overissuance. The total cost of the Project is expected to be greater than the principal sum of the Bonds. The net amounts received by the Municipality allocable to the Project will not exceed the aggregate amount necessary for the Project.

3.3 Project Expenditures; No Payments to Related Parties. All New Money Proceeds shall be used solely to pay costs of the Project. The Municipality reasonably expects that 100% of the New Money Proceeds will be allocated to expenditures on the Project during a 3-year period beginning on the date of delivery of the Bonds. No New Money Proceeds will be allocated to any payment to a related party to the payor.

3.4 Substantial Binding Obligations. The Municipality has incurred substantial binding obligations to third parties (which are not subject to a contingency within the control of the Municipality or of a related party of the Municipality) to expend at least 5% of the New Money Proceeds on the Project.

3.5 Work or Acquisition Will Proceed with Due Diligence. The Municipality expects that work on or acquisition of the Project will proceed with due diligence to completion, and that the allocation of the New Money Proceeds to expenditures on the Project will proceed with due diligence.

3.6 Project Not to be Sold. The Project will not be sold or otherwise disposed of, in whole or in part, prior to the last maturity of the Bonds.

3.7 Debt Service Fund. Revenues of the Water System collected for payment of principal and interest on the Bonds will be deposited when received into a sinking fund, as required by law, and amounts therein may only be used to pay principal and interest on the Bonds and other outstanding revenue bonds of the Municipality. The sinking fund, designated the "Debt Service Fund," for the Bonds is used primarily to achieve a proper matching of revenues and principal and interest payments within each year. Based on the debt service requirements of the Bonds and the expected dates of collection of revenues to pay such debt service, the Municipality expects that (i) the Debt Service Fund will be depleted at least once each year except for a reasonable carry-over amount which is not expected to exceed the greater of (a) the earnings from the investment of the Debt Service Fund for the immediately preceding bond year, or (b) 1/12 of the principal and interest payments on the Bonds and other outstanding revenue bonds for the immediately preceding bond year; (ii) amounts deposited in the Debt Service Fund will only be invested for a period less than 13 months (assuming a first-in-first-out method of accounting for deposits to the Debt Service Fund); and (iii) all earnings from the investment of the Debt Service Fund will be invested for a period not to exceed one year before being expended for payment of debt service on the Bonds. The Municipality has not established and does not expect to establish any other sinking fund or similar fund with respect to the Bonds.

There are no other funds which are reasonably expected to be used to pay principal or interest on the Bonds or which are pledged to secure the Bonds.

3.8 No Bond Insurance. No premiums have been paid or will be paid to insure the Bonds.

3.9 No Reserve Fund. No reserve or replacement fund has been or will be established with regard to the Bonds.

3.10 Trade or Business. Not more than ten percent (10%) of either the proceeds of the Bonds or the Project is to be used (directly or indirectly) in a trade or business carried on by any person (other than a governmental unit), and not more than ten percent (10%) of the payment of the Bonds is (directly or indirectly): (i) secured by any interest in property used or to be used for a trade or business or payments in respect of such property; or (ii) derived from payments (whether or not to the Municipality) in respect of property or borrowed money, used or to be used for a trade or business. Not more than five percent (5%) of either the proceeds of the Bonds or the Project is to be or has been used (directly or indirectly) for any trade or business carried on by any person (other than a governmental unit) which is not related to any governmental use of such proceeds or of the Project, and not more than five percent (5%) of the payment of the principal of, or interest on, the Bonds is (directly or indirectly): (a) secured by any interest in property used or to be used for a trade or business or payments in respect of such property; or (b) derived from payments (whether or not to the Municipality) in respect of property or borrowed money, used or to be used in a trade or business. None of the proceeds of the Bonds will be used (directly or indirectly) to make or finance loans to persons other than governmental units. All users of the Municipality's Water System have access to and use the System, and pay charges for use of the System, on the same basis as all other members of the general public.

IV. REBATE

4.1 Rebate. The Municipality shall comply with the requirements of Section 148(f) of the Code, and applicable regulations thereunder, including Reg. §§ 1.148-1 through 1.148-11 as provided in the Bond Resolution. Because the Municipality will not invest the Bond Proceeds in anything other than a non-interest bearing checking account, and will disburse all Bond Proceeds received as described in Section 3.1 above, the Municipality will not earn a yield in excess of the Bond yield and is therefore anticipated to have no rebate liability. In addition, the Municipality reasonably anticipates that all Bond Proceeds will be disbursed within the time periods set forth in Section 148(f)(4) of the Code. Further, the Municipality has covenanted in the Bond Resolution that, unless the Bonds are exempt from the rebate requirement of the Code, it will establish a Rebate Fund and calculate and pay to the United States any rebate amount payable with respect to the Bonds.

4.2 Records. The Municipality shall maintain or cause to be maintained records of such determinations for each computation period until six (6) years after payment in full of the Bonds and shall make such records available upon reasonable request therefor.

V. OTHER TAX MATTERS

5.1 No Federal Guarantee. Except as permitted under Section 149(b)(3) of the Code, (a) the payment of principal of or interest with respect to the Bonds will not be guaranteed, either directly or indirectly, in whole or in part, by the United States or any agency or instrumentality thereof, and (b) none of the proceeds of the Bonds will be (i) used in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts.

5.2 Not Hedge Bonds. None of the proceeds of the Bonds will be invested in nonpurpose investments having a substantially guaranteed yield for a period of four years or more.

5.3 Reimbursement. Any expenditures already paid by the Municipality prior to the date hereof for which the Municipality is to be reimbursed with proceeds of the Bonds (a) were paid no earlier than 60 days prior to January 13, 2026, the date on which the Municipality adopted a resolution, a true and correct copy of which is attached hereto in the Closing Transcript, stating its expectation to reimburse itself from the proceeds of the Bonds for any expenditures relating to the Project which it paid from other funds of the Municipality prior to receipt of the proceeds of the Bonds or (b) are preliminary expenditures relating to the Project (such as architectural, engineering, surveying, soil testing and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is less than 20% of the aggregate issue price of the Bonds and any other issues that finance or are reasonably expected to finance the Project. The Project has not been placed in service as of the date hereof. Proceeds of the Bonds in an amount equal to the amount of expenditures on the Project which have been paid from other funds of the Municipality prior to the date hereof are hereby allocated to the reimbursement of those original expenditures.

5.4 Average Maturity. The term of the Bonds is no longer than reasonably necessary for the governmental purposes of the issue. The weighted average maturity of the Bonds (10.264 years) does not exceed 120% of the average reasonably expected economic life of the Project.

5.5 Form 8038-G. To the best of the Municipality's knowledge and belief, the information contained in the Information Return (Form 8038-G) attached in the transcript is complete and accurate.

VI. CONCLUSION

6.1 Expectations are Reasonable. To the best of our knowledge and belief, there are no other facts, estimates or circumstances that would materially change any of the Municipality's expectations as to future events described in this Certificate, and said expectations are reasonable.

IN WITNESS WHEREOF, we have set our hands as of August 26, 2026.

CITY OF WAUSAU, WISCONSIN

By: ______________________________
Doug Diny
Mayor

By: ______________________________
Rachel A. Brown
City Clerk

REGISTERED NO. 1	UNITED STATES OF AMERICA STATE OF WISCONSIN MARATHON COUNTY CITY OF WAUSAU	REGISTERED $3,469,102

WATER SYSTEM REVENUE BOND, SERIES 2026

Final Maturity Date	Date of Original Issue
May 1, 2046	August 26, 2026

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed THREE MILLION FOUR HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED TWO DOLLARS ($3,469,102) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2026.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

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

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

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

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, including the replacement of public side lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted August 12, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $3,469,102 Water System Revenue Bonds, Series 2026, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" (the "Resolution") and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund," created by a resolution adopted by the Governing Body on November 14, 2017, and continued by the Resolution. The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017, Water System Revenue Bonds, Series 2019D, dated October 1, 2019, Water System Revenue Bonds, Series 2020B, dated June 24, 2020, Water System Revenue Bonds, Series 2024, dated June 26, 2024, Water System Revenue Bonds, Series 2024B, dated September 11, 2024 and Taxable Water System Revenue Bonds, Series 2025, dated November 26, 2025, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

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

CITY OF WAUSAU,
WISCONSIN

(SEAL)

By:____________________________
Doug Diny
Mayor

By:____________________________
Rachel A. Brown
City Clerk

ASSIGNMENT

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

____

____

____

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

Please insert Social Security or other identifying number of Assignee

____

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

____

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

Dated:________________

____

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

Signature(s) guaranteed by

____

SCHEDULE A

$3,469,102

CITY OF WAUSAU, WISCONSIN
WATER SYSTEM REVENUE BONDS, SERIES 2026

Amount of Disburse-ment	Date of Disbursement	Series of Bonds	Principal Repaid	Principal Balance

QB\103973737.1

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

Date	Principal Amount
May 1, 2027	$169,371.54
May 1, 2028	169,794.97
May 1, 2029	170,219.46
May 1, 2030	170,645.01
May 1, 2031	171,071.62
May 1, 2032	171,499.30
May 1, 2033	171,928.05
May 1, 2034	172,357.86
May 1, 2035	172,788.76
May 1, 2036	173,220.73
May 1, 2037	173,653.78
May 1, 2038	174,087.92
May 1, 2039	174,523.14
May 1, 2040	174,959.45
May 1, 2041	175,396.84
May 1, 2042	175,835.34
May 1, 2043	176,274.92
May 1, 2044	176,715.61
May 1, 2045	177,157.40
May 1, 2046	177,600.30

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $3,469,102 WATER SYSTEM REVENUE BONDS, SERIES 2026, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO, AND APPROVAL OF RELATED FINANCIAL ASSISTANCE AGREEMENT

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

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

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

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

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

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

WHEREAS, pursuant to a resolution adopted by the Governing Body on November 11, 2025 (the "2025 Resolution"), the Municipality has heretofore issued its Taxable Water System Revenue Bonds, Series 2025, dated November 26, 2025 (the "2025 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2017C Bonds, the 2019D Bonds, the 2020B Bonds, the 2024 Bonds, the 2024B Bonds and the 2025 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2017C Resolution, the 2019D Resolution, the 2020B Resolution, the 2024 Resolution, the 2024B Resolution and the 2025 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System, including the replacement of public side lead service lines, are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4930-97 by the Department of Natural Resources; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

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

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

(a) "Act" means Section 66.0621, Wisconsin Statutes;

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

(c) "Bonds" means the $3,469,102 Water System Revenue Bonds, Series 2026, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

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

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Water System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

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

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

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

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality appropriated by the Governing Body to the System pursuant to Section 9, and any special assessments levied and collected in connection with the Project;

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

(l) "Municipality" means the City of Wausau, Marathon County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2017C Bonds, the 2019D Bonds, the 2020B Bonds, the 2024 Bonds, the 2024B Bonds and the 2025 Bonds, collectively;

(p) "Prior Resolutions" means the 2017C Resolution, the 2019D Resolution, the 2020B Resolution, the 2024 Resolution, the 2024B Resolution and the 2025 Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

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

(s) "System" means the entire water system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage, transmission, distribution metering and discharge of industrial and potable public water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2017C Bonds" means the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017;

(u) "2017C Resolution" means a resolution adopted by the Governing Body on November 14, 2017 authorizing the issuance of the 2017C Bonds;

(v) "2019D Bonds" means the Municipality's Water System Revenue Bonds, Series 2019D, dated October 1, 2019;

(w) "2019D Resolution" means a resolution adopted by the Governing Body on September 10, 2019 authorizing the issuance of the 2019D Bonds;

(x) "2020B Bonds" means the Municipality's Water System Revenue Bonds, Series 2020B, dated June 24, 2020;

(y) "2020B Resolution" means a resolution adopted by the Governing Body on June 9, 2020 authorizing the issuance of the 2020B Bonds;

(z) "2024 Bonds" means the Municipality's Water System Revenue Bonds, Series 2024, dated June 26, 2024;

(aa) "2024 Resolution" means a resolution adopted by the Governing Body on June 11, 2024 authorizing the issuance of the 2024 Bonds;

(bb) "2024B Bonds" means the Municipality's Water System Revenue Bonds, Series 2024B, dated September 11, 2024;

(cc) "2024B Resolution" means a resolution adopted by the Governing Body on August 19, 2024 authorizing the issuance of the 2024B Bonds;

(dd) "2025 Bonds" means the Municipality's Taxable Water System Revenue Bonds, Series 2025, dated November 26, 2025; and

(ee) "2025 Resolution" means a resolution adopted by the Governing Body on November 11, 2025 authorizing the issuance of the 2025 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of $3,469,102; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2026" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2026 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

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

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

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

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

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter continued, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2017C Resolution are hereby further continued and shall be used solely for the following respective purposes:

(a) Water System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.

(b) Water System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account provided by the 2017C Resolution and 2019D Resolution within the Debt Service Fund is not pledged to the payment of principal of or interest on the Bonds, the 2020B Bonds, the 2024 Bonds, the 2024B Bonds or the 2025 Bonds, and moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Bonds, the 2020B Bonds, the 2024 Bonds, the 2024B Bonds or the 2025 Bonds.

(c) Water System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.

(d) Water System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Debt Service Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts continued herein.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);

(b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by the 2017C Resolution, the 2019D Resolution or a future resolution authorizing the issuance of additional Parity Bonds to fund the Reserve Account;

(c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and

(d) to the Surplus Fund, any amount remaining after the monthly transfers required above have been completed.

Transfers from the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with the 2017C Bonds and the 2019D Bonds and any Parity Bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created or continued (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission

may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to $3,469,102 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: August 12, 2026

Approved: August 12, 2026

____
Doug Diny
Mayor

Attest:

____
Rachel A. Brown
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

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

WATER SYSTEM REVENUE BOND, SERIES 2026

Final Maturity Date	Date of Original Issue
May 1, 2046	_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed ________________________ DOLLARS ($_________) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2026.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

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

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

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

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, including the replacement of public side lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted August 12, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $3,469,102 Water System Revenue Bonds, Series 2026, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" (the "Resolution") and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund," created by a resolution adopted by the Governing Body on November 14, 2017, and continued by the Resolution. The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017, Water System Revenue Bonds, Series 2019D, dated October 1, 2019, Water System Revenue Bonds, Series 2020B, dated June 24, 2020, Water System Revenue Bonds, Series 2024, dated June 26, 2024, Water System Revenue Bonds, Series 2024B, dated September 11, 2024 and Taxable Water System Revenue Bonds, Series 2025, dated November 26, 2025, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

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

CITY OF WAUSAU,
WISCONSIN

(SEAL)

By:___________________________
Doug Diny
Mayor

By:___________________________
Rachel A. Brown
City Clerk

(Form of Assignment)

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

____

____

____

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

Please insert Social Security or other identifying number of Assignee

____

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

____

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

Dated:_______________

____

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

Signature(s) guaranteed by

____

SCHEDULE A

$3,469,102

CITY OF WAUSAU, WISCONSIN
WATER SYSTEM REVENUE BONDS, SERIES 2026

Amount of Disburse-ment	Date of Disbursement	Series of Bonds	Principal Repaid	Principal Balance

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

Date	Principal Amount
May 1, 2027	$169,371.54
May 1, 2028	169,794.97
May 1, 2029	170,219.46
May 1, 2030	170,645.01
May 1, 2031	171,071.62
May 1, 2032	171,499.30
May 1, 2033	171,928.05
May 1, 2034	172,357.86
May 1, 2035	172,788.76
May 1, 2036	173,220.73
May 1, 2037	173,653.78
May 1, 2038	174,087.92
May 1, 2039	174,523.14
May 1, 2040	174,959.45
May 1, 2041	175,396.84
May 1, 2042	175,835.34
May 1, 2043	176,274.92
May 1, 2044	176,715.61
May 1, 2045	177,157.40
May 1, 2046	177,600.30

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August 5, 2026

VIA EMAIL AND UPS

Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Note Resolution - $3,331,289 City of Wausau Taxable General Obligation Promissory Notes, Series 2026B (Safe Drinking Water Loan) (the "Notes")

Dear Maryanne:

Enclosed for consideration at the August 12, 2026 Common Council meeting is a copy of a **Resolution** authorizing the execution of the Financial Assistance Agreement and the issuance of the Notes to the State of Wisconsin Safe Drinking Water Loan Program. A copy of the Financial Assistance Agreement provided by DNR should be distributed to the Common Council along with the Resolution.

If you have not already done so, please include the title of this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The enclosed **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

QB\103974357.1

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt this Resolution. We have enclosed an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

Please return one executed copy of the Resolution, the Excerpts of Minutes and the Certificate of Compliance with Open Meeting Law to us by an overnight delivery service immediately after the meeting so that we receive them no later than **Monday, August 17**. A copy of the Resolution should be incorporated into the minutes of the August 12, 2026 meeting.

Finally, we are enclosing a **Notice** regarding the adoption of the resolution authorizing the issuance and sale of the Notes which you should provide to the City's official newspaper to be published as a class 1 notice as soon as possible after adoption of the Resolution. Please forward an Affidavit of Publication (which must be signed by a representative of the newspaper) for the Notice to us once it has been published.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5430.

Very truly yours,

QUARLES & BRADY LLP

Jacob Lichter / TAB

Jacob P. Lichter

JPL:TAB
Enclosures
#940025.00134

cc: Rachel A. Brown (w/enc. via email)
Kody Hart (w/enc. via email)
Season Welle (w/enc. via email)
Eric Lindman (w/enc. via email)
Anne L. Jacobson, Esq. (w/enc. via email)
Sean Agid (w/enc. via email)
Brian Roemer (w/enc. via email)
Aaron Heintz (w/enc. via email)
Jessica Fandrich (w/enc. via email)
Rachel Liegel (w/enc. via email)
Andrea Ceron (w/enc. via email)
Amy Johnson (w/enc. via email)
Kathryn Leja-Brennan (w/enc. via email)
Bridgette J. Keating (w/enc. via email)
Tracy A. Berrones (w/enc. via email)

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Tucson
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August 5, 2026

VIA EMAIL

Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Scope of Engagement Re: Proposed Issuance of $3,331,289 City of Wausau (the "City") Taxable General Obligation Promissory Notes, Series 2026B (Safe Drinking Water Loan)

Dear Maryanne:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Notes (the "Securities") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

QB\103974953.1

1) the Securities are valid and binding general obligations of the City;

2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and

3) the interest paid on the Securities will be included in gross income for federal income tax purposes.

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately $15,600 including all expenses. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least $10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Use of Artificial Intelligence Tools

We may use artificial intelligence ("AI") tools to assist in the delivery of legal services, including both predictive AI tools and generative AI tools. If you would like more information about how we use these tools, the tools themselves, and/or any attendant risks, please let us know immediately and we will be happy to discuss.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Jacob P. Lichter

JPL:TAB
#940025.00134
cc: Rachel A. Brown (via email)
Kody Hart (via email)
Season Welle (via email)
Eric Lindman (via email)
Anne L. Jacobson, Esq. (via email)
Sean Agid (via email)
Bridgette J. Keating (via email)
Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF WAUSAU

By:_________________________

Its:_________________________
Title

Date:_________________________

QB\103974953.1

$3,331,289
City of Wausau, Wisconsin
Taxable General Obligation Promissory Notes, Series 2026B

CLOSING CERTIFICATE

Doug Diny, the Mayor, and Rachel A. Brown, the City Clerk of the City of Wausau, Marathon County, Wisconsin (the "Municipality"), hereby certify as follows:

1. We are the duly qualified and acting Mayor and City Clerk of the Municipality and have been such at all times pertinent to the authorization and delivery of the "Taxable General Obligation Promissory Notes, Series 2026B" of the Municipality (the "Notes").

2. We have executed and sealed the negotiable, fully-registered Notes. The Notes are in the aggregate principal amount of $3,331,289, are dated August 26, 2026, and are numbered from 1 upward. The Notes mature in installments of principal due on May 1 of each of the years 2027 through 2036, and bear interest at a rate of 0.250% per annum. We were duly authorized to execute the same.

3. Attached in the Closing Transcript is a true and complete copy of a resolution entitled: "Resolution Authorizing the Issuance and Sale of Up to $3,331,289 Taxable General Obligation Promissory Notes, Series 2026B, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement" (the "Note Resolution"). The Note Resolution was duly adopted by the Common Council of the Municipality (the "Governing Body") on August 12, 2026. The Note Resolution has not been repealed, amended or modified in any respect and remains in full force and effect today.

4. Attached in the Closing Transcript is a true and complete copy of the Certificate of Compliance with Open Meeting Law Public Notice Requirements with respect to the August 12, 2026 meeting of the Governing Body of the Municipality, evidencing compliance with Subchapter V of Chapter 19, Wisconsin Statutes.

5. Attached in the Closing Transcript is a true and complete copy of the part of the minutes of the August 12, 2026 meeting of the Governing Body wherein the Governing Body adopted the Note Resolution.

6. Attached in the Closing Transcript is a true and complete copy of a sworn affidavit from an authorized representative of the official newspaper of the Municipality, in which a notice has been published pursuant to Section 893.77, Wisconsin Statutes, regarding the adoption of the Note Resolution.

7. Attached in the Closing Transcript is a Specimen Note. The signatures of Doug Diny, the Mayor, and Rachel A. Brown, the City Clerk of the Municipality, are their respective true signatures, and the seal of the Municipality appearing on the Notes is an accurate impression or facsimile of the seal of the Municipality.

8. Attached in the Closing Transcript is a true and complete copy of the Financial Assistance Agreement relating to the Notes; said Financial Assistance Agreement has not been amended or modified in any respect and remains in full force and effect today.

9. The Municipality is a duly organized and existing municipal corporation of the State of Wisconsin.

10. There are no rules or resolutions in effect which require any officer or official of the Municipality, other than the Mayor and the City Clerk of the Municipality, to execute bonds or promissory notes of the Municipality.

11. Each meeting of the Governing Body or any committee of the Municipality at which the Note Resolution was taken up was held at the place and time and called and notified in the manner routinely established by the Governing Body or such committee and proceeded in accordance with a written agenda; was notified to the public and news media and conducted in full compliance with the "open meeting" laws of the State of Wisconsin, and particularly Subchapter V, Chapter 19, Wisconsin Statutes; was held in a public, accessible place in the Municipality, with doors open at all times to the public; and no secret ballot was taken thereat; and no such meeting was commenced, subsequently convened in closed session and thereafter reconvened in open session, unless public notice of such subsequent open session was given at the same time and in the same manner as the public notice of the meeting convened prior to the closed session. All such meetings were fully lawful and in all respects in accordance with the rules of the Municipality. Each such meeting was a regular meeting or duly-called special meeting, held at the place in the Municipality, on the date and at the time and notified in the manner routinely established by rule of the Governing Body.

12. The meeting of the Governing Body was held on August 12, 2026, at which a quorum was present throughout. The Governing Body consists of eleven Alderpersons. At such meeting, the Note Resolution was introduced by one of the Governing Body members in accordance with routinely established procedures of the Governing Body (all Governing Body members having full copies thereof in advance and adequate time to read and examine prior to adoption, and no member objecting); and, on motion duly made and seconded, duly adopted by the affirmative vote of the members present, upon an aye or no vote duly recorded in the Governing Body minutes.

13. The City Clerk of the Municipality has recorded a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in a separate record book as required by law. This record has been available for public inspection during normal business hours at the City Clerk's office in the Municipality and no person was denied the right to inspect or duplicate it.

14. Attached in the Closing Transcript is a true and complete copy of a "Certificate of Equalized Value," furnished by the state officer authorized by law so to certify, certifying that the aggregate, full, equalized value of all the taxable property in the Municipality, as last determined by the Wisconsin Department of Revenue pursuant to Sections 67.03 and 70.57, Wisconsin Statutes, is $______________, an amount which, to the best of our information and belief, is correct.

15. We have reviewed the Note Resolution appearing in the Closing Transcript, and to the best of our information and belief, all of the statements made therein are true and correct.

16. No petition has been filed with the Municipality protesting against issuance of the Notes, and any period for filing such a petition as permitted by law has expired.

17. No litigation is pending or, to our knowledge, threatened (i) to restrain or enjoin the issuance or delivery of any of the Notes, or (ii) in any way contesting or affecting the validity of the Notes or the Note Resolution.

18. There is no litigation pending or, to our knowledge, threatened against the Municipality or involving any of the property or assets under the control of the Municipality that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets or in the condition, financial or otherwise, of the Municipality or the Water System.

19. Neither the corporate existence nor boundaries of the Municipality nor the title of its present or former officers to their respective offices is being contested, and no authority or proceedings for the issuance of the Notes have been repealed, revoked or rescinded. No petition has been filed requesting that the Notes not be issued.

20. Based on our inquiry, information and belief, no part of the funds of the Municipality or the Water System derived from the issuance and sale of the Notes shall inure to the benefit of or be distributable to any official of the Water System or of the Municipality, except for the lawful payment or compensation for services rendered and its lawful reimbursement of expenses incurred, and no loans shall be made, and no property or services shall be purchased or sold, leased or otherwise disposed of, to any such official as a result of the use of such funds by the Municipality or by the Water System.

21. Based on our inquiry, information and belief, no official of the Water System or of the Municipality has any private interest, direct or indirect, in any of the proceedings relating to the authorization, issuance and sale of the Notes.

22. The Municipality is able to pay all of its current operating expenses in the usual course as they come due without need for special or exceptional tax levies.

23. Excluding the Notes, the Municipality currently has outstanding general obligation indebtedness in an aggregate principal amount not exceeding $74,869,836.

24. The total general obligation indebtedness of the Municipality, including the Notes, is not more than $78,201,125 and does not exceed any general or special constitutional or statutory limitation thereon. The City has adopted a debt management policy that provides that the City will maintain outstanding debt in an amount not exceeding one-half of the statutory limit, and following the issuance of the Notes, the Municipality will be in compliance with such policy.

25. The Municipality is not in default on any borrowed money obligation.

26. The Municipality has delivered the Notes to the State on the date of this Certificate.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the Municipality as of August 26, 2026.

CITY OF WAUSAU, WISCONSIN

(SEAL)

By: ______________________________
Doug Diny
Mayor

By: ______________________________
Rachel A. Brown
City Clerk

REGISTERED
NO. 1

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MARATHON COUNTY
CITY OF WAUSAU

REGISTERED
$3,331,289

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026B

Final Maturity Date	Date of Original Issue
May 1, 2036	August 26, 2026

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed THREE MILLION THREE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED EIGHTY-NINE DOLLARS ($3,331,289) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2026.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

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

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

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

This Note is issued for the purpose of providing for the payment of the cost of the replacement of lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted August 12, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $3,331,289 Taxable General Obligation Promissory Notes, Series 2026B, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

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

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

CITY OF WAUSAU, WISCONSIN

(SEAL)

By:____________________________
Doug Diny
Mayor

By:____________________________
Rachel A. Brown
City Clerk

ASSIGNMENT

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

____

____

____

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

Please insert Social Security or other identifying number of Assignee

____

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

____

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

Dated:______________

____

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

Signature(s) guaranteed by

____

SCHEDULE A

$3,331,289

CITY OF WAUSAU, WISCONSIN
TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026B

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

QB\103975466.1

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

Date	Amount
May 1, 2027	$329,398.36
May 1, 2028	330,221.85
May 1, 2029	331,047.41
May 1, 2030	331,875.02
May 1, 2031	332,704.71
May 1, 2032	333,536.47
May 1, 2033	334,370.32
May 1, 2034	335,206.24
May 1, 2035	336,044.25
May 1, 2036	336,884.37

RESOLUTION NO. ___

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $3,331,289 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026B, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO, AND APPROVAL OF RELATED FINANCIAL ASSISTANCE AGREEMENT

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

WHEREAS, certain improvements, including the replacement of private side lead service lines, are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4930-26 by the Department of Natural Resources; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) "Notes" means the $3,331,289 Taxable General Obligation Promissory Notes, Series 2026B, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

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

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

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

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of $3,331,289; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2026B" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Notes shall be payable commencing on November 1, 2026 and semiannually thereafter on May 1 and November 1 of each year. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

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

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

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

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

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "Taxable General Obligation Promissory Notes, Series 2026B, Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrepealable tax in an amount and at the times sufficient for that purpose. This tax shall be levied in the years 2026 through 2035, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2026 through 2036, inclusive, when due. The amount of the tax levied in the year 2026 shall be the total amount of debt service due on the Notes in the years 2026 and 2027; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (d) below which are applied to payment of interest on the Notes in the year 2026.

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

Tax Collection Year	Amount
2027	$338,818.54
2028	337,313.80
2029	337,312.78
2030	337,311.73
2031	337,310.69
2032	337,309.65
2033	337,308.62
2034	337,307.57
2035	337,306.52
2036	337,305.48

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

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

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

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

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "Taxable General Obligation Promissory Notes, Series 2026B Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

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

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

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to $3,331,289 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

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

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

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

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

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

Passed: August 12, 2026

Approved: August 12, 2026

____
Doug Diny
Mayor

Attest:

____
Rachel A. Brown
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

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

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026B

Final Maturity Date	Date of Original Issue
May 1, 2036	__________, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed ____ DOLLARS ($__________) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2026.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

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

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

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

This Note is issued for the purpose of providing for the payment of the cost of the replacement of lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted August 12, 2026, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $3,331,289 Taxable General Obligation Promissory Notes, Series 2026B, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related Financial Assistance Agreement". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

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

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

CITY OF WAUSAU, WISCONSIN

(SEAL)

By:____________________________
Doug Diny
Mayor

By:____________________________
Rachel A. Brown
City Clerk

(Form of Assignment)

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

____

____

____

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

Please insert Social Security or other identifying number of Assignee

____

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

____

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

Dated:________________

____

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

Signature(s) guaranteed by

____

QB\103974508.1

SCHEDULE A

$3,331,289

CITY OF WAUSAU, WISCONSIN
TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026B

Amount of Disburse-ment	Date of Disbursement	Series of Notes	Principal Repaid	Principal Balance

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

Date	Amount
May 1, 2027	$329,398.36
May 1, 2028	330,221.85
May 1, 2029	331,047.41
May 1, 2030	331,875.02
May 1, 2031	332,704.71
May 1, 2032	333,536.47
May 1, 2033	334,370.32
May 1, 2034	335,206.24
May 1, 2035	336,044.25
May 1, 2036	336,884.37