



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Board of Public Works

Monday, June 1, 2026

10:00 AM

Council Chambers
City Hall, First Floor

Zoom - [https://cityoflacrosse-org.zoom.us/j/87196173073?](https://cityoflacrosse-org.zoom.us/j/87196173073?pwd=YXIT4HHImBxVTm4l8uqPaTLCeGg6Yv.1)

[pwd=YXIT4HHImBxVTm4l8uqPaTLCeGg6Yv.1](https://cityoflacrosse-org.zoom.us/j/87196173073?pwd=YXIT4HHImBxVTm4l8uqPaTLCeGg6Yv.1)

Passcode: BPW2026

Call In (audio only): +13126266799, Meeting ID: 817 9617 3073

Call to Order

Roll Call

Mayor Shaundel Washington-Spivey, Tamra Dickinson, Erin Goggin, Matthew Gallager, Andrea Trane.

Approval of Minutes

Minutes from May 26, 2026.

Agenda Items:

- [25-1181](#) Bidder's Proof of Responsibility.
- [26-0602](#) SEH, Inc. Request for Single Lane Closures (3rd St; Main to King) - Storm Sewer Manhole Survey SEH No. WISWL 191589 14.00
- [26-0603](#) Construction Contract Final Payments.
- [26-0541](#) Resolution declaring official intent to reimburse expenditures from proceeds of borrowing under the Safe Drinking Water Loan Program for the Water Utility rehabilitation of Grandad Reservoir.
- [26-0543](#) Resolution providing for the issuance and sale of up to \$3,701,873 aggregate principal amount of Water System Revenue Bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose improving the waterworks system of the City, providing details and covenants with respect thereto, prescribing the form of bond, providing for the payment of said bonds, and authorizing the execution by the City of Financial Assistance Agreements from the State of Wisconsin's Safe Drinking Water Loan Program in connection therewith.
- [26-0544](#) Resolution allocating Sanitary Sewer Utility funds for the New Hagar Sanitary Lift Station project bid in May 2026.
- [26-0555](#) Resolution declaring certain property at 1552 Kane St (parcel #17-10113-110) as surplus property.

- [26-0564](#) Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 900 block of East Avenue South.
- [26-0565](#) Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 700 block of 19th Street South.
- [26-0566](#) Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 1700 block of Market Street.
- [26-0567](#) Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 3300-3500 blocks of Levy Lane.
- [26-0570](#) Resolution to replace existing public refuse and recycling bins in the Historic Downtown and Old Towne North area.

Adjournment

Notice is further given that members of other governmental bodies may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility.

NOTICE TO PERSONS WITH A DISABILITY

Requests from persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (608) 789-7510 or send an email to ADAcityclerk@cityoflacrosse.org, with as much advance notice as possible.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 25-1181

Agenda Date: 6/1/2026

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

BIDDERS PROOF OF RESPONSIBILITY FOR BPW MEETING			
6/1/2026			
CONTRACTOR	ADDRESS	2026-2027 BID	WORK PERFORMED
		PRE-QUALIFICATION	
AMERICON CONSTRUCTION CO.	1201 N. SUPERIOR AVE, TOMAH, WI 54660	\$42,806,635.00	GENERAL CONTRACTING, CARPENTRY
B&B ELECTRIC, INC.	1303 WESTERN AVE, EAU CLAIRE, WI 54703	\$59,924,490.00	ELECTRICAL, STREET LIGHTING
FAHRNER ASPHALT SEALERS, LLC	2800 MECCA DRIVE, PLOVER, WI 54467	\$150,466,000.00	JOINT SEALING, PAVEMENT MAINTENANCE: CRACKFILL, CHIP SEAL, INFRARED PATCHING, SEAL COAT, GILSONITE, MICRO & SLURRY SEAL, FOG & SCRUB SEAL, HYDRO BLASTING, LINE PAINTING, BRIDGEDECK EPOXY, CONCRETE REPAIR, SWEEPING
FIVE STAR TELECOM, INC.	5136 MORMON COULEE RD, LA CROSSE, WI 54601	\$6,351,539.00	UTILITY CONSTRUCTION, VOICE & DATA CABLING, SECURITY CAMERAS, DOOR ACCESS, CARRIER SERVICES, INTERNET, HOSTED VOICE,
LA CROSSE BACKHOE SERVICE, INC.	W504 SUNSHINE DR, STODDARD, WI 54658-9124	\$6,981,754.00	BUILDING DEMOLITION, BITUMINOUS STREET CONSTRUCTION, SANITARY & STORM SEWER CONSTRUCTION, STORM & SANITARY SEWER LATERALS IN ROW, SITE GRADING, REINFORCED CONCRETE CONSTRUCTION, WATER MAIN CONSTRUCTION
MARKET & JOHNSON, INC.	1652 LAKESHORE DRIVE, LA CROSSE, WI 54603	\$135,920,570.00	CONCRETE PAVING, CONCRETE STREET CONSTRUCTION, SIDEWALK CONSTRUCTION, GENERAL CONSTRUCTION, CONCRETE, MASONRY, CARPENTRY, MILLWORK, STUDS & DRYWALL
ROCKET CONSTRUCTION, LLC	2625 DAMON ST, EAU CLAIRE, WI 54701	\$4,110,506.00	GENERAL CONTRACTING FOR NEW CONSTRUCTION OR REMODEL PROJECTS
TOMAH ENVIRONMENTAL CONTRACTORS, INC.	PO BOX 605, TOMAH, WI 54660	\$11,827,833.00	SANITARY & STORM SEWER LATERALS IN ROW, REINFORCED CONCRETE CONSTRUCTION, LANDSCAPING, DIRECTIONAL DRILLING, WATER MAIN CONSTRUCTION, UTILITY CONSTRUCTION, SITE & CIVIL CONSTRUCTION



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0602

Agenda Date: 6/1/2026

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

Agenda Number:



Building a Better World
for All of Us®

MEMORANDUM

TO: City of La Crosse, Board of Public Works

FROM: Torey Leonard, PE (Lic. IN, FL, MN, VA, WI)

DATE: May 27, 2026

RE: Request for Single Lane Closures – Storm Sewer Manhole Survey
SEH No. WISWL 191589 14.00

Dear Members of the Board,

On behalf of the Wisconsin Department of Transportation (WisDOT), we are requesting approval for temporary single lane closures along portions of 3rd Street, 4th Street, and Copeland Avenue to complete a storm sewer manhole survey associated with the proposed USH 53 corridor improvements.

The proposed work requires direct access to existing storm sewer structures to collect accurate field data, including pipe sizes, elevations, and overall condition. This information is critical to support ongoing design and evaluation efforts and cannot be obtained without working within the roadway.

In accordance with project requirements, survey operations will be conducted under traffic control consistent with the Wisconsin Manual on Uniform Traffic Control Devices and WisDOT Standard Details Drawings. The lane closures will be daily (setup in the morning and removed in the afternoon) and coordinated to minimize disruption to traffic (avoid peak hours), businesses, and adjacent properties.

We are coordinating with City staff on permitting, public notification, and scheduling, and will ensure that all affected stakeholders are informed in advance of the work.

We appreciate your consideration of this request and are committed to completing this work safely and efficiently while minimizing impacts to the community.

Please feel free to contact me with any questions or if additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Leonard", is written over a horizontal line.

Torey Leonard
Project Manager



City of La Crosse - Engineering Department

400 La Crosse St., La Crosse, WI
(608) 789-7505

www.cityoflacrosse.org
engineering@cityoflacrosse.org

PERMIT

Right-of-Way - Privilege
Temporary Street Privilege

ROWP-044502-2026

DESCRIPTION

Single Lane closures to obtain storm sewer information for the Wisconsin DOT US 53 project.

STATUS

Application Date: 5/28/2026
Issue Date: 6/8/2026
Expiration Date: 7/8/2026

Status: Under Review
District: Within City Limits

CONTACTS

Applicant: (Billing)
Brian Veit
750 3rd St N Suite E
La Crosse, WI 54601
Business Phone: (608) 443-0412
brian.veit@meadhunt.com

ADDRESSES

SOUTH AVE, 7TH ST S, SOUTH AVE

PARCELS

- STR-02071
- STR-00479
- STR-00483
- STR-00487
- STR-00486
- 17-50278-500
- STR-00489
- STR-00485
- STR-00481
- STR-00488
- STR-00482
- STR-00484
- 17-30085-500
- STR-00508
- 17-50281-500
- STR-00480
- STR-00478

ADDITIONAL ZONING

Downtown Fire Limits (DFL)

INSPECTION DISTRICTS

Inspection Maintenance District 3 (IMD-3), Inspection Construction District 3 (ICD-3)

MAIN

Permit: Temporary Street Privilege

ROWP-044502-2026

Will temporary No Parking signs be required to block off a parking lane?: No

If temporary No Parking signs are required, you must contact the Street Department at 608-789-7340, ext. 7. You are responsible for picking up and returning materials. The temporary signage must be placed 24 hrs. in advance of the work start date. You will be billed per day, for use of temporary signage and any missing or damaged items. If work starts on a Saturday or Sunday, temporary signage must be picked up at the Street Department prior to 12 p.m. (noon) Friday. Other signage and barricades are to be provided by the applicant.

APPLICATION APPROVED:



City of La Crosse - Engineering Department

400 La Crosse St., La Crosse, WI
(608) 789-7505

www.cityoflacrosse.org
engineering@cityoflacrosse.org

PERMIT

Right-of-Way - Privilege
Temporary Street Privilege

ROWP-044490-2026

DESCRIPTION

Single lane closure of right lane of 3rd Street from Main St to King St and left lane of 3rd Street from State St to Main St for storm sewer survey. Single lane closure of left lane 4th Street from King St to State St, right lane from Vine St to Badger Street, and right lane of Copeland Ave from La Crosse St to the La Crosse River.

STATUS

Application Date: 5/27/2026
Issue Date: 6/15/2026
Expiration Date: 6/26/2026

Status: Under Review
District: Within City Limits

CONTACTS

Applicant: (Billing)

Ryan Meiners
329 Jay Street Suite 301 Suite 301
La Crosse, WI 54601
rmeiners@sehinc.com

Engineer:

SEH, Inc
tleonard@sehinc.com

ADDRESSES

PARCELS

- STR-00890
- STR-00475
- STR-02201
- STR-00494
- STR-00492
- STR-00476
- STR-00891
- STR-00496
- STR-00495
- STR-00477
- STR-00497
- STR-00478
- STR-00491

ADDITIONAL ZONING

Downtown Fire Limits (DFL)

INSPECTION DISTRICTS

Inspection Construction District 3 (ICD-3), Inspection Maintenance District 3 (IMD-3)

MAIN

Permit: Temporary Street Privilege

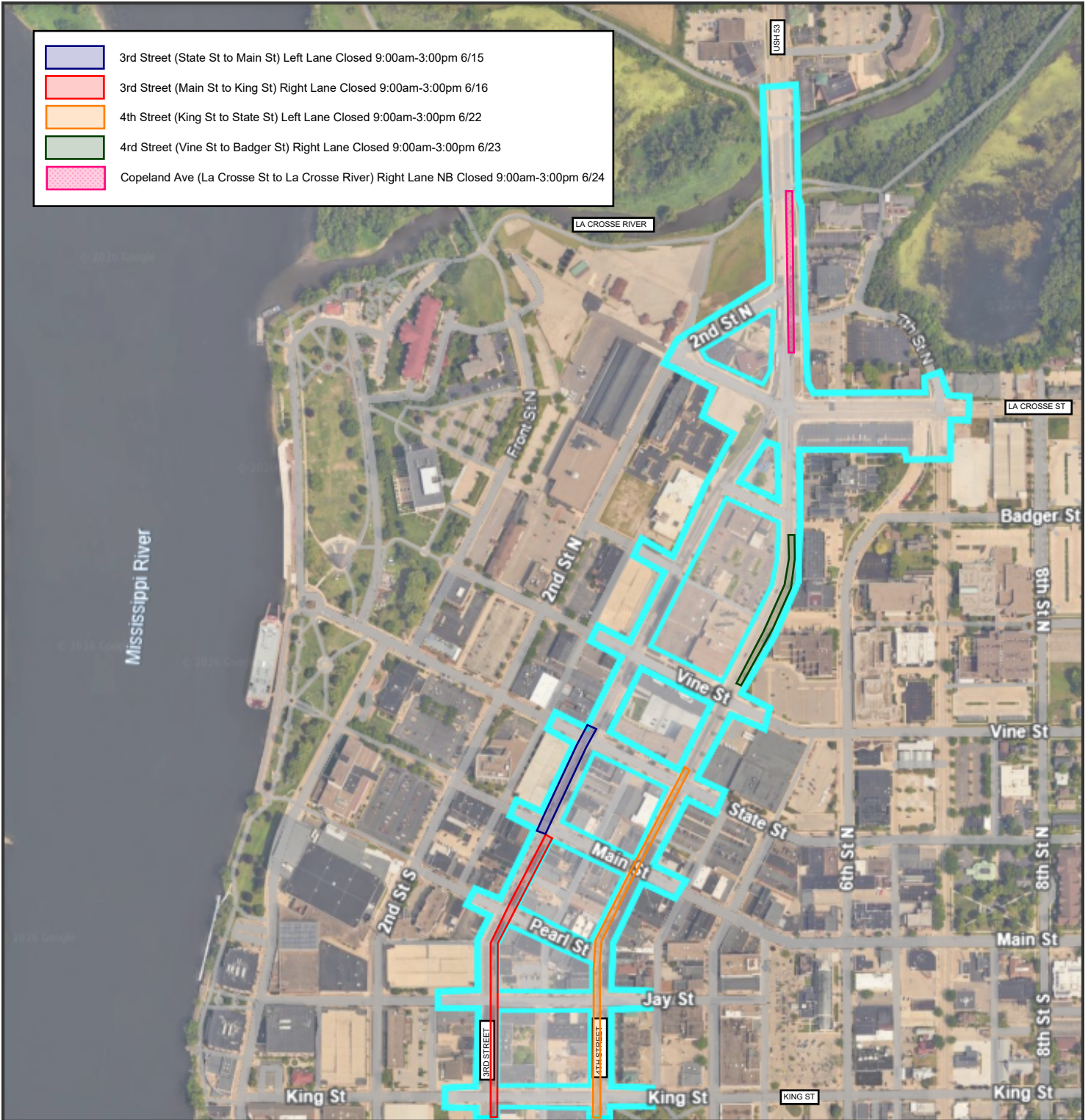
ROWP-044490-2026

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If temporary No Parking signs are required, you must contact the Street Department at 608-789-7340, ext. 7. You are responsible for picking up and returning materials. The temporary signage must be placed 24 hrs. in advance of the work start date. You will be billed per day, for use of temporary signage and any missing or damaged items. If work starts on a Saturday or Sunday, temporary signage must be picked up at the Street Department prior to 12 p.m. (noon) Friday. Other signage and barricades are to be provided by the applicant.












APPLICATION APPROVED:

**Storm Sewer Manhole Inventories
Single Lane Closures
USH 53, King Street to La Crosse River Bridge**



Traffic control for all closures shall follow WisDOT SDDs 15D20-12A, 15D21-07A, and 15D21-07B.

LEGEND

-  SIGN ON PERMANENT SUPPORT
-  TRAFFIC CONTROL DRUM
-  TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT
-  TYPE III BARRICADE WITH ATTACHED SIGN
-  TYPE "A" WARNING LIGHT (FLASHING)
-  REMOVING PAVEMENT MARKINGS
-  DIRECTION OF TRAFFIC
-  WORK AREA
-  CONNECTED ARROW BOARD
-  WZ START LOCATION MARKER
-  WZ END LOCATION MARKER

GENERAL NOTES

FOR WORK ON ROADWAYS WITH SPEEDS GREATER THAN 45MPH, USE SDD 15D12.

THIS LANE CLOSURE DETAIL IS TYPICAL FOR CLOSING THE LEFT LANE. FOR A RIGHT LANE CLOSURE, REVERSE THE TRAFFIC CONTROL.

THIS DETAIL MAY BE USED FOR ROADWAYS WITH EITHER TWO OR THREE LANES IN EACH DIRECTION.

ALL SIGNS ARE 48"X48" UNLESS OTHERWISE NOTED. IF NECESSARY DUE TO SPACE CONSTRAINTS IN URBAN AREAS, 36"X 36" SIGNS MAY BE USED IF APPROVED BY REGIONAL TRAFFIC UNIT.

"WO" SIGN IS THE SAME AS "W" SIGN EXCEPT THE BACKGROUND IS ORANGE.

ANY SIGNS TEMPORARY OR EXISTING, WHICH CONFLICT WITH THE TRAFFIC CONTROL "IN USE" SHALL BE REMOVED OR COVERED AS NEEDED AND AS APPROVED BY THE ENGINEER. NO WARNING LIGHTS SHALL BE WORKING ON COVERED OR "DOWNED" SIGNS.

SIGNS THAT WILL BE IN PLACE LESS THAN 7 CONTINUOUS DAYS AND NIGHTS OR THAT WILL BE PLACED IN A CLOSED LANE MAY BE MOUNTED ON TEMPORARY SUPPORTS.

THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

THE SPACING BETWEEN TRAFFIC CONTROL SIGNS SHOULD BE ADJUSTED TO NOT CONFLICT WITH AND TO PROVIDE A MINIMUM OF 200 FEET (500' DESIRABLE) DISTANCE TO EXISTING SIGNS THAT WILL REMAIN IN PLACE

W20-1A, G20-1 AND G20-2A SIGNS ARE NOT REQUIRED IF THE LANE CLOSURE IS WITHIN A LARGER WORK ZONE WHERE THESE SIGNS ARE ALREADY PRESENT.

REMOVE PAVEMENT MARKINGS AND PLACE TEMPORARY PAVEMENT MARKING LINE IF LANE CLOSURE IS TO BE IN

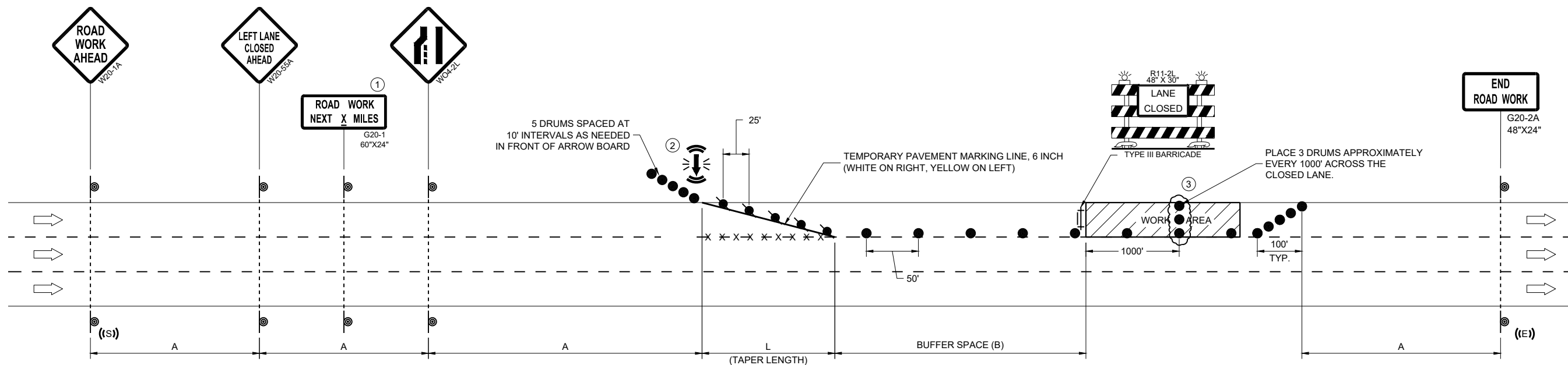
PLACE FOR 4 OR MORE CONTINUOUS DAYS AND NIGHTS.

CONSIDER GEOMETRICS WHEN LOCATING SIGNS AND ARROW BOARDS SO THE APPROACHING DRIVER HAS A CLEAR VIEW OF THE ARROW BOARDS AND LANE CLOSURE DRUMS FOR A MINIMUM 1500 FEET IN FRONT OF DRUMS.

CHANNELIZING DEVICES PLACED ADJACENT TO WORK AREA SHALL BE PULLED BACK FROM THE TRAVEL LANE WHEN WORK IS NOT IN PROGRESS.

WARNING LIGHTS ARE NOT REQUIRED IF THE LANE CLOSURE IS A DAYTIME ONLY OPERATION.

- ① OMIT G20-1 SIGNS IF LENGTH OF WORK AREA IS 2 MILES OR LESS.
- ② WHERE THE SHOULDER OR TERRACE HAS INSUFFICIENT SPACE TO PLACE THE ARROW BOARD AS SHOWN, PLACE THE ARROW BOARD AT THE END OF THE TAPER.
- ③ DRUMS IN A CLOSED LANE THAT MUST BE MOVED FOR A WORK OPERATION SHALL BE IMMEDIATELY REESTABLISHED UPON COMPLETION OF THE OPERATION, OR FOR CONTINUING OPERATIONS, AT THE END OF EACH WORKING DAY.



POSTED SPEED LIMIT PRIOR TO WORK STARTING (MPH)	ADVANCE WARNING SIGN SPACING (A) FEET	TAPER LENGTH (12 FT. LANE) (L) FEET	BUFFER SPACE (B) FEET
25	200'	125'	155'
30	200'	180'	200'
35	350'	245'	250'
40	350'	320'	305'
45	500'	540'	360'

TRAFFIC CONTROL, SINGLE LANE CLOSURE, DIVIDED NON-FREEWAY/EXPRESSWAY

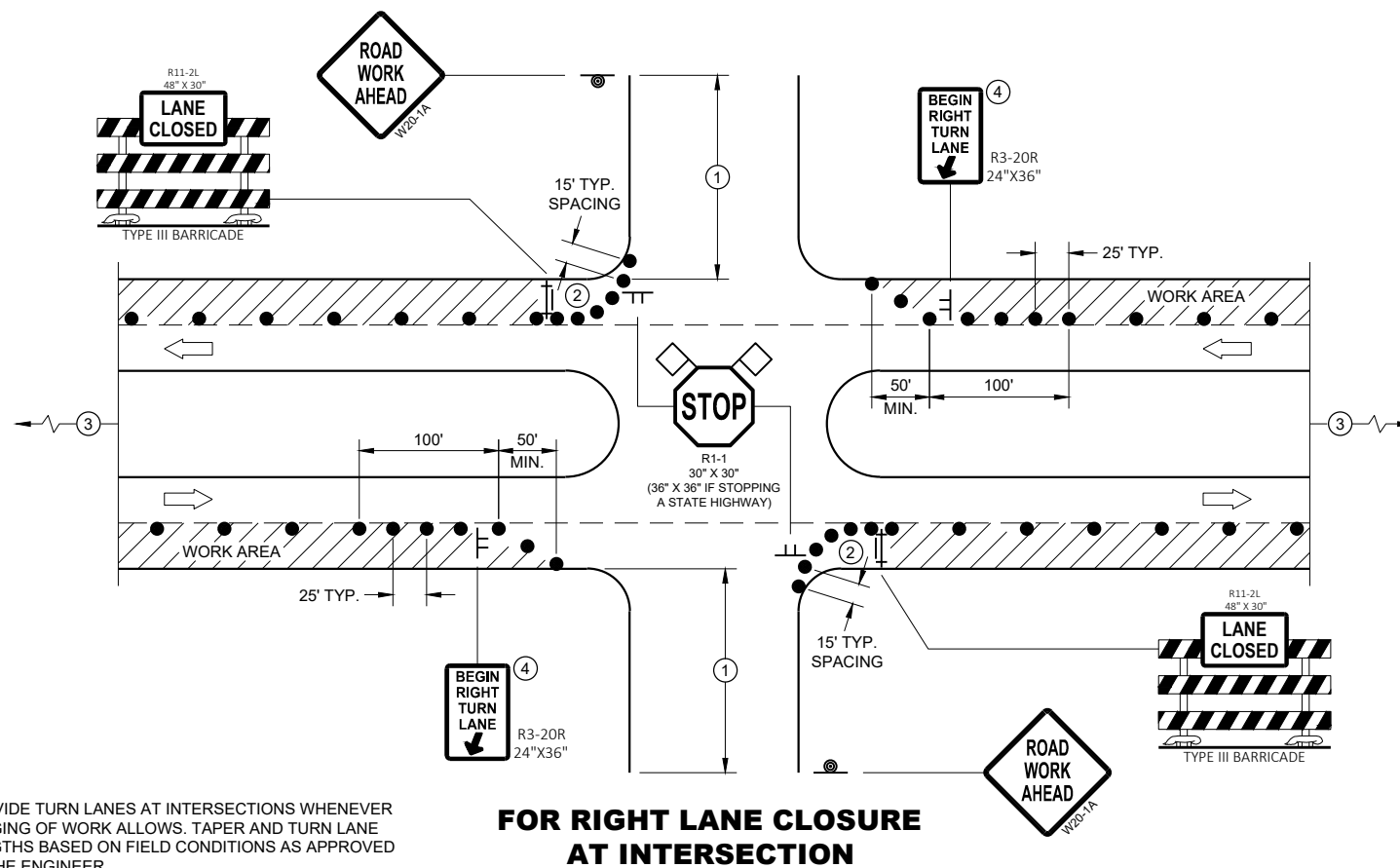
STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

6

6

SDD 15D20-12a

SDD 15D20-12a



GENERAL NOTES

ALL SIGNS ARE 48"X48" UNLESS OTHERWISE NOTED. IF NECESSARY DUE TO SPACE CONSTRAINTS IN URBAN AREAS, 36" X 36" MAY BE USED IF APPROVED BY THE DISTRICT TRAFFIC UNIT.

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THE EXACT NUMBER, LOCATION, AND SPACING OF ALL SIGNS AND DEVICES SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS APPROVED BY THE ENGINEER.

THE SPACING BETWEEN TRAFFIC CONTROL SIGNS SHOULD BE ADJUSTED TO NOT CONFLICT WITH AND TO PROVIDE A MINIMUM OF 200 FEET (500' DESIRABLE) DISTANCE TO EXISTING SIGNS THAT WILL REMAIN IN PLACE

SIGN LAYOUTS SHALL BE IN ACCORDANCE WITH THE FHWA'S MANUAL OF STANDARD HIGHWAY SIGNS OR THE WISCONSIN STANDARD SIGN PLATES.

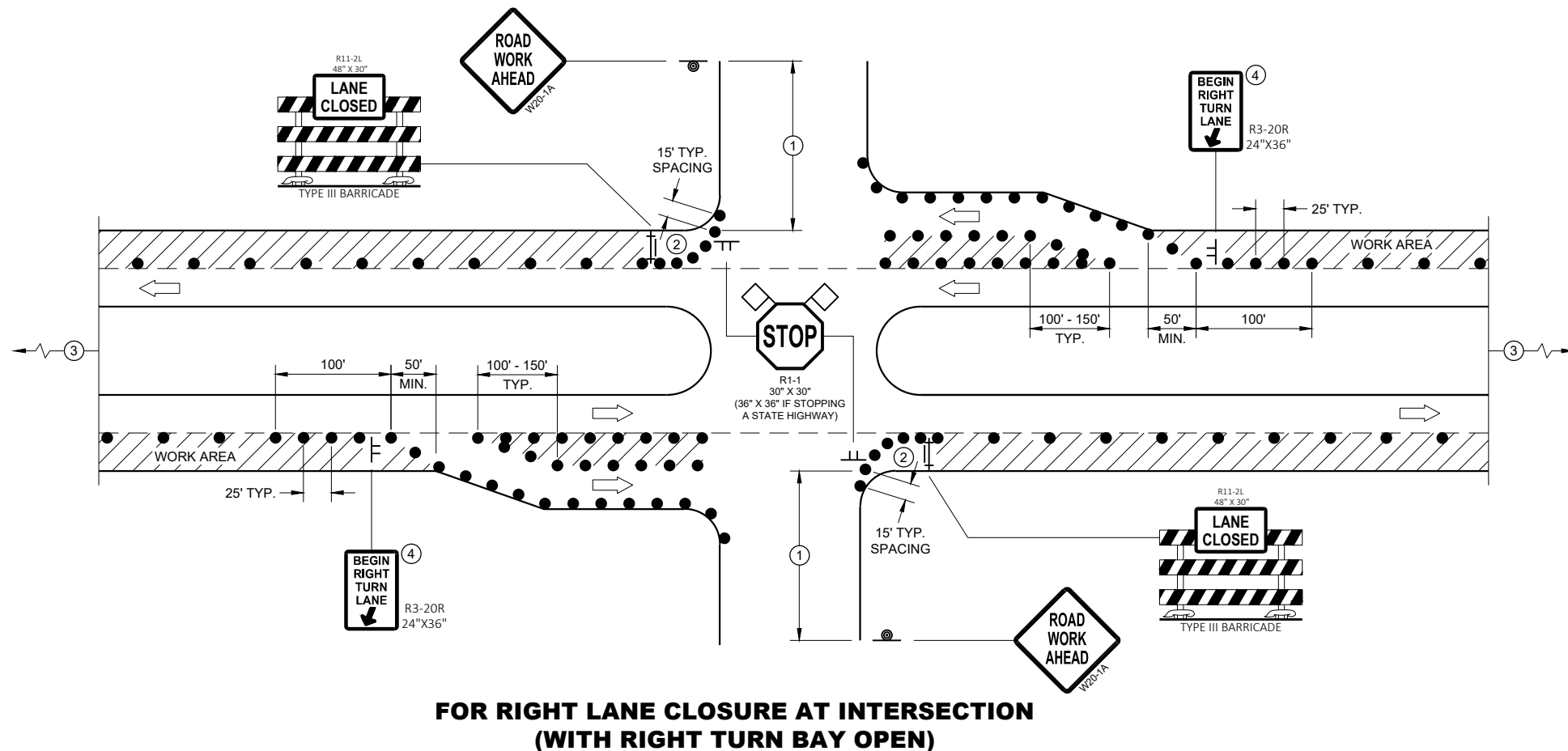
SIGNS THAT WILL REMAIN IN PLACE LESS THAN 7 CONTINUOUS DAYS AND NIGHTS OR THAT WILL BE PLACED IN A CLOSED LANE MAY BE MOUNTED ON PORTABLE SUPPORTS.

BARRICADES IN A CLOSED LANE THAT MUST BE MOVED FOR A WORK OPERATION SHALL BE IMMEDIATELY REESTABLISHED UPON COMPLETION OF THE OPERATION, OR FOR CONTINUING OPERATIONS, AT THE END OF EACH WORKING DAY.

CHANNELIZING DEVICES PLACED ADJACENT TO WORK AREA SHALL BE PULLED BACK FROM THE TRAVEL LANE WHEN WORK IS NOT IN PROGRESS.

- ① 500' TYPICAL OR AT LAST INTERSECTION, WHICHEVER IS CLOSER.
350' IF 35 - 40 MPH.
200' IF 25 - 30 MPH.
- ② ALSO USE BARRICADE AND 15 FOOT TYPICAL DRUM SPACING AT COMMERCIAL DRIVEWAYS
- ③ SEE SEPARATE LANE CLOSURE DETAIL FOR ADDITIONAL TRAFFIC CONTROL.
- ④ MINIMUM MOUNTING HEIGHT OF 5 FEET FROM EDGE OF PAVEMENT (AT EDGE LINE LOCATION) TO BOTTOM OF SIGN.

6

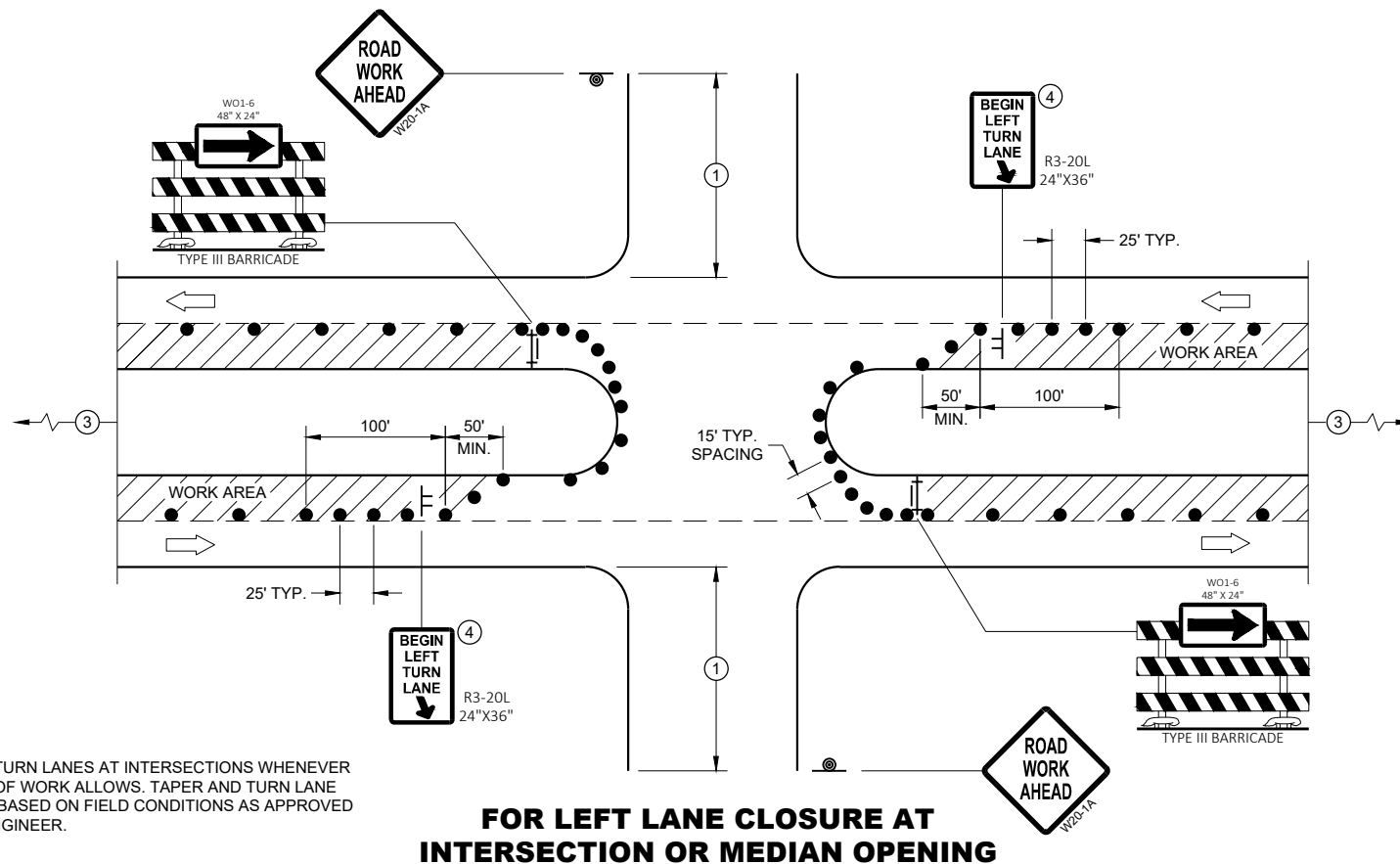


LEGEND

- SIGN ON TEMPORARY SUPPORT
- SIGN ON PERMANENT SUPPORT
- TRAFFIC CONTROL DRUM
- TYPE III BARRICADE WITH ATTACHED SIGN
- DIRECTION OF TRAFFIC
- FLAGS, 16" X 16" MIN., ORANGE
- WORK AREA

TRAFFIC CONTROL, INTERSECTION WITHIN SINGLE RIGHT LANE CLOSURE

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION



GENERAL NOTES

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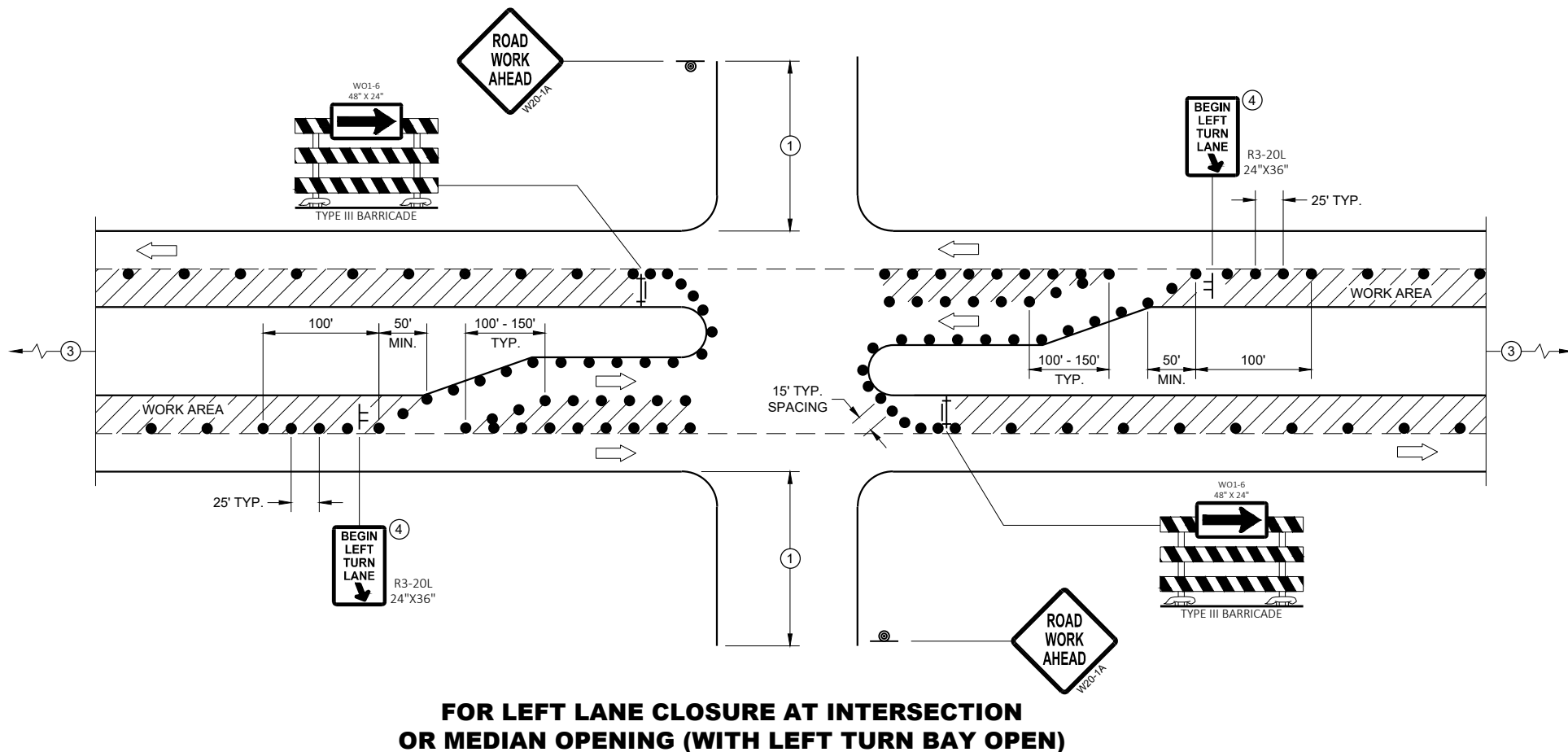
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LEGEND

- SIGN ON TEMPORARY SUPPORT
- SIGN ON PERMANENT SUPPORT
- TRAFFIC CONTROL DRUM
- TYPE III BARRICADE WITH ATTACHED SIGN
- DIRECTION OF TRAFFIC
- FLAGS, 16" X 16" MIN., ORANGE
- WORK AREA

TRAFFIC CONTROL, INTERSECTION WITHIN SINGLE LEFT LANE CLOSURE	
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
APPROVED August 2020 DATE	/S/ Andrew Heidtke WORK ZONE ENGINEER
FHWA	



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0603

Agenda Date: 6/1/2026

Version: 1

Status: Agenda Ready

In Control: Board of Public Works

File Type: General Item

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Gardner Builders Minneapolis, LLC 730 2nd Ave. S., Suite 1233, Minneapolis, MN 55402	Estimate Number	FINAL #2 June
Contract	City of La Crosse - 5th Floor Server Room Upgrade	Resolution Number	25-0031
Date	June-26	Contingency Amount	\$36,615.30
EDF #	25-028	Contract Amount	\$244,102.00
Job Number	BLDG-25-21		

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
			Current Payment is for 2026 Work				
Total Completed							\$231,116.64
Less 0% Retainage							\$0.00
Amount due on Contract of total amount of work to date:							\$231,116.64

Signed by: 5/27/2026

Audited David Tauscher B7509F2EE0F24E5 Signed by:

COMPROLLER Chadwick Hawkins A93F306A40954A6...

Total Previous Estimates \$201,902.42
 Estimate No. #2 June \$29,214.22

RESOLUTION

RESOLVED: That an order be drawn in favor of Gardner Builders Minneapolis, LLC..... for the sum of **\$29,214.22**
 the same being payment of the estimate for the City of La Crosse - 5th Floor Server Room Upgrade

Respectfully Submitted,
 COUNCIL COMMITTEE

APPROVED BY BOARD OF PUBLIC WORKS

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Forward Space LLC 8632 Solution Center, Chicago, IL 60677-8006	Estimate Number	FINAL #2 May
Contract	La Crosse Public Library Interior Renovation - Library Furnishings	Resolution Number	
Date	May-26	Contingency Amount	
EDF #	25-056.02	Contract Amount	\$20,544.98
Job Number	BLDG-26-23		

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
			Current Payment is for 2026 Work				
Total Completed							\$20,544.98
Less 0% Retainage							\$0.00
Amount due on Contract of total amount of work to date:							\$20,544.98

Signed by: 5/27/2026

Audited David Tauscher
B7509F2EE0F2...E5... Signed by:

COMPROLLER Chadwick Hawkins
A93F306A40954A6...

Total Previous Estimates \$6,163.50
Estimate No. #2 May \$14,381.48

RESOLUTION

RESOLVED: That an order be drawn in favor of Forward Space LLC..... for the sum of **\$14,381.48**
the same being payment of the estimate for the La Crosse Public Library Interior Renovation - Library Furnishings

Respectfully Submitted,
COUNCIL COMMITTEE

APPROVED BY BOARD OF PUBLIC WORKS

TO FUNDING SOURCE:

City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

PROJECT:

28th St S - Lincoln Ave to Ward Ave
La Crosse, Wisconsin 54601

APPLICATION NO: 5

INVOICE NO: 5-May 2026 FINAL

PERIOD: 05/01/26 - 05/31/26

PROJECT NO: 25-025

FROM CONTRACTOR:

Fowler & Hammer, Inc.
313 Monitor Street
La Crosse, Wisconsin 54603

VIA ARCHITECT/ENGINEER:

Yuri Nasonovs (City of La Crosse)
400 La Crosse St
La Crosse, Wisconsin 54601

CONTRACT DATE:

CONTRACT FOR: 25-0266

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$121,224.51
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$121,224.51
4. Total completed and stored to date (Column G on detail sheet)	\$133,477.28
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$133,477.28
7. Less previous certificates for payment (Line 6 from prior certificate)	\$124,487.19
8. Current payment due:	\$8,990.09
9. Balance to finish, including retainage (Line 3 less Line 6)	\$(12,252.77)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Funding Source:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Funding Source, and that current payments shown herein is now due.

CONTRACTOR: Fowler & Hammer, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Funding Source that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$8,990.09

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

DocuSigned by:

By:  _____ Date: 5/26/2026

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Funding Source or Contractor under this Contract.

A		B	C			D		E		F		G			H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)		TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	% (G / C)		
1 CIP-430 - CIP #430																
	1.1	TID15 - TIF 15			\$107,605.40		\$113,336.41		\$5,798.10		\$0.00		\$119,134.51	110.71%	(\$11,529.11)	\$0.00
	1.2	SAN - Sanitary Sewer Utility			\$13,619.11		\$14,342.77		\$0.00		\$0.00		\$14,342.77	105.31%	(\$723.66)	\$0.00
CIP-430 - CIP #430 Subtotals					\$121,224.51		\$127,679.18		\$5,798.10		\$0.00		\$133,477.28	110.11%	(\$12,252.77)	\$0.00
Grand Totals					\$121,224.51		\$127,679.18		\$5,798.10		\$0.00		\$133,477.28	110.11%	(\$12,252.77)	\$0.00

5/27/2026

Signed by:

 B7509F2EE0F24E5...
 AUDITOR

Signed by:

 A93F306A40954A6...
 COMPTROLLER

TO FUNDING SOURCE:

City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

PROJECT:

HIGHLAND ST - DEAD END W TO 26TH ST
La Crosse, Wisconsin 54601

APPLICATION NO: 5

INVOICE NO: 5-May 2026 FINAL

PERIOD: 05/01/26 - 05/30/26

PROJECT NO: 25-024

FROM CONTRACTOR:

Fowler & Hammer, Inc.
313 Monitor Street
La Crosse, Wisconsin 54603

VIA ARCHITECT/ENGINEER:

Yuri Nasonovs (City of La Crosse)
400 La Crosse St
La Crosse, Wisconsin 54601

CONTRACT DATE:

CONTRACT FOR: Res. 25-0265

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$197,566.10
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$197,566.10
4. Total completed and stored to date (Column G on detail sheet)	\$196,831.35
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$196,831.35
7. Less previous certificates for payment (Line 6 from prior certificate)	\$187,677.88
8. Current payment due:	\$9,153.47
9. Balance to finish, including retainage (Line 3 less Line 6)	\$734.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Funding Source:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Funding Source, and that current payments shown herein is now due.

CONTRACTOR: Fowler & Hammer, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Funding Source that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$9,153.47

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

DocuSigned by:

By:  _____ Date: 5/26/2026

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Funding Source or Contractor under this Contract.

A		B		C			D		E		F		G			H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)		TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE	
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	% (G / C)			
1 CIP-873 - CIP #873																	
	1.1 BOR - Borrowed			\$124,980.12		\$111,722.08		\$4,341.20		\$0.00		\$116,063.28	92.87%	\$8,916.84	\$0.00		
	1.2 SAN - Sanitary Sewer Utility			\$72,585.98		\$80,768.07		\$0.00		\$0.00		\$80,768.07	111.27%	(\$8,182.09)	\$0.00		
CIP-873 - CIP #873 Subtotals				\$197,566.10		\$192,490.15		\$4,341.20		\$0.00		\$196,831.35	99.63%	\$734.75	\$0.00		
Grand Totals				\$197,566.10		\$192,490.15		\$4,341.20		\$0.00		\$196,831.35	99.63%	\$734.75	\$0.00		

5/27/2026

Signed by:

 B7509F2EE0F24E5...
 AUDITOR

Signed by:

 A93F306A40954A6...
 COMPTROLLER

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Advanced Plumbing Systems 1416 Caledonia St., La Crosse, WI 54603	Estimate Number	FINAL #1 June
Contract	1024-1027 9th St S Non-Compliant Lateral Separation	Resolution Number	
Date	July-26	Contingency Amount	
EDF #	26-035.02	Contract Amount	\$27,890.00
Job Number	AGRE-26-11		

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
			Current Payment is for 2026 Work				
Total Completed							\$25,390.00
Less 0% Retainage							\$0.00
Amount due on Contract of total amount of work to date:							\$25,390.00

Signed by: 5/26/2026

Audited David Tauscher20.....
B7509F2EE0F24E5...

COMPROLLER Chadwick Hawkins
A93F306A40954A6...

Total Previous Estimates \$0.00
 Estimate No. #1 June \$25,390.00

RESOLUTION

RESOLVED: That an order be drawn in favor of Advanced Plumbing Systems..... for the sum of **\$25,390.00**
 the same being payment of the estimate for the 1024-1027 9th St S Non-Compliant Lateral Separation

Respectfully Submitted,
 COUNCIL COMMITTEE

APPROVED BY BOARD OF PUBLIC WORKS



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0541

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution declaring official intent to reimburse expenditures from proceeds of borrowing under the Safe Drinking Water Loan Program for the Water Utility rehabilitation of Grandad Reservoir.

RESOLUTION

WHEREAS, the City of La Crosse, La Crosse County, Wisconsin (the "Municipality") intends to file an application for state financial assistance for the Grandad Bluff Reservoir Rehabilitation project, WDNR project number 5406-16; (referred to as the "Project"), under the Wisconsin Environmental Improvement Fund; and

WHEREAS, the Municipality expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes of (the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to June 1, 2027, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued; and

WHEREAS, the Municipality is not obligated by this resolution to spend funds on the Project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that:

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed an estimated amount of \$3,300,000 for the rehabilitation of the Grandad Bluff Reservoir, WDNR project number 5406-16.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, Wisconsin Statutes, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

BE IT FURTHER RESOLVED that the City staff is authorized to take any and all steps necessary to effectuate this resolution.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0543

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

MINUTES of a regular, open, public session of the Common Council of the City of La Crosse, La Crosse County, Wisconsin, held in the City Hall Council Chamber, 400 La Crosse Street, La Crosse, Wisconsin, in said City, at 6:00 o'clock P.M., on the 11th day of June, 2026.

* * *

The meeting was called to order and Shaundel Washington-Spivey, the Mayor, and the following Council Members were physically present at said location: _____

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The City Clerk announced that one purpose of the meeting was the consideration of financial assistance agreements and award of funding received from the State of Wisconsin Safe Drinking Water Loan Program for the purchase of up to \$2,870,605 aggregate principal amount of Water System Revenue Bonds, Series 2026A, and \$831,268 aggregate principal amount of Water System Revenue Bonds, Series 2026B, of the City to evidence the City's repayment of loans provided by such financial assistance agreements, and that, for the purposes set forth therein, the Common Council would consider the adoption of a resolution providing details of said bonds, prescribing the form of bonds, awarding the bonds to the State of Wisconsin and related matters.

Thereupon the following resolutions were introduced by Mayor Shaundel Washington-Spivey:

RESOLUTION NO. 26-0543

A RESOLUTION providing for the issuance and sale of up to \$3,701,873 aggregate principal amount of Water System Revenue Bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose improving the waterworks system of the City, providing details and covenants with respect thereto, prescribing the form of bond, providing for the payment of said bonds, and authorizing the execution by the City of Financial Assistance Agreements from the State of Wisconsin's Safe Drinking Water Loan Program in connection therewith.

WHEREAS, the City of La Crosse, La Crosse County, Wisconsin (the "*City*") now owns and operates a municipal Water System which is operated for a public purpose as a public utility by the City (the entire municipal Water System, including all real and personal property of every nature now or hereafter owned by the City, comprising part of or used or useful in connection with such Water System and designated by the City as being for waterworks purposes, specifically including the hereinafter defined Project and including all property of every nature now or hereafter owned by the City for waterworks purposes, including all improvements thereto and extensions thereof, located within or outside of the City, including all appurtenances, contracts, leases, franchises and other intangibles being referred to herein as the "*System*"); and

WHEREAS, the Common Council of the City (the "*Council*") has previously determined to construct, extend, add to and improve the System (the "*Project*"); and

WHEREAS, the Project consists of (i) watermain replacements on both the north and south side of State Highway 16, said portion of the Project being referred to herein as "*Project 5406-14*"), and (ii) watermain replacements on South Avenue from Green Bay Street to Ward Avenue, said portion of the Project being referred to herein as "*Project 5406-09*"); and

WHEREAS, the Council has determined that the estimated cost of Project 5406-14 is not less than \$2,870,605 and the estimated cost of Project 5406-09 is not less than \$1,511,398; and

WHEREAS, pursuant to the Constitution and the laws of the State, and particularly Section 66.0621, *Wisconsin Statutes*, as supplemented and amended (the "*Act*"), Wisconsin cities conducting a revenue producing facility or enterprise, such as the System, are permitted to issue revenue bonds to finance the purchase, acquisition, construction, extension, addition, improvement, conduct, control, operation and management of such a revenue producing facility or enterprise having a maturity not in excess of forty (40) years ("*Revenue Bonds*"), the same being bonds payable only from the moneys received from any source by such revenue producing facility or enterprise; and

WHEREAS, the Council has determined and does hereby determine that the Project is a lawful public purpose for the issuance of Revenue Bonds under the Act as described in the previous paragraph to be payable from the moneys received from any source by the System (the "*Revenues*"); and

WHEREAS, the City does not have outstanding any obligations payable from the Revenues of the System; and

WHEREAS, all conditions required for the issuance of Revenue Bonds of the City for the purposes of funding the Project have been complied with or will be complied with prior to the issuance of said Revenue Bonds (being the Bonds as hereinafter defined); and

WHEREAS, the State of Wisconsin (the “*State*”) Department of Natural Resources (the “*Department*”) has assigned Safe Drinking Water Loan Program No. 5406-09 to Project 5406-09 and Safe Drinking Water Loan Program No. 5406-14 to Project 5406-14, each as defined in the approval letters of the Department for the plans and specifications, or portions thereof, issued under Sections 281.59 and 281.61 of the *Wisconsin Statutes*; and

WHEREAS, the Council has received the Financial Assistance Agreements (as hereinafter defined) from the State Safe Drinking Water Loan Program (the “*Program*”) pursuant to which the Bonds are to be issued and sold to the State; and

WHEREAS, the Council hereby finds and determines that it is in the best interests of the City to enter into the Financial Assistance Agreements and to issue and sell the Bonds to the State pursuant to the Program pursuant to the terms and conditions of this Resolution as hereinafter set forth; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse, La Crosse County, Wisconsin, as follows:

Section 1. Authorization of the Bonds and the Financial Assistance Agreements. For the purpose of paying the costs of the Project as provided in the preambles hereto, there shall be borrowed on the credit of the Revenues of the System up to the sum of (i) \$2,870,605 to pay the costs of Project 5406-14 (the “*5406-14 Borrowing Amount*”) and (ii) \$831,268 to pay the costs of Project 5406-09, the same being the amount equal to the cost of Project 5406-09 less the amount of principal forgiveness for which Project 5406-09 is eligible as provided by the State in the amount of \$680,130 (the “*5406-09 Borrowing Amount*”). In evidence of the 5406-14 Borrowing Amount, the City shall be authorized to issue its fully registered Water System Revenue Bonds, Series 2026A (the “*Series 2026A Bonds*”), said Series 2026A Bonds to be sold to the Program in accordance with the terms and conditions of a Financial Assistance Agreement by and between the State, by the Department and the State Department of Administration, and the City, as supplemented and amended (the “*Series 2026A Financial Assistance Agreement*”). In evidence of the 5406-09 Borrowing Amount, the City shall be authorized to issue its fully registered Taxable Water System Revenue Bonds, Series 2026B (the “*Series 2026B Bonds*”) and, together with the Series 2026A Bonds, the “*Bonds*”), said Series 2026B Bonds to be sold to the Program in accordance with the terms and conditions of a Financial Assistance Agreement by and between the State, by the Department and the State Department of Administration, and the City, as supplemented and amended (the “*Series 2026B Financial Assistance Agreement*” and, together with the Series 2026A Financial Assistance Agreement, the “*Financial Assistance Agreements*”). The Mayor and the City Clerk of the City are hereby authorized by and on behalf of the City to execute the Series 2026A Financial Assistance Agreement, which shall be in substantially the form

set forth in *Exhibit A* hereto, and the Series 2026B Financial Assistance Agreement, which shall be in substantially the form set forth in *Exhibit B*, with such changes to the Financial Assistance Agreements from the forms herein set forth as may be necessary in the opinion of the signatories thereto, said official signatures thereon to be evidence of the approval of such changes. The City hereby accepts the financial assistance provided under the Financial Assistance Agreements. The Financial Assistance Agreements are incorporated herein by this reference. Certain costs of Project 5406-14 are being funded through grant moneys awarded through a separate grant agreement and not part of the Financial Assistance Agreements,

Section 2. Terms of the Bonds; Interest. The Series 2026A Bonds shall be designated “Water System Revenue Bonds, Series 2026A”; shall be dated July 8, 2026, shall be numbered one and upward; shall bear interest at the rate of 2.365% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months; 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 Series 2026A Financial Assistance Agreement and in Exhibit A to the Series 2026A Bonds, the form of which are set forth in Section 5 hereof, *provided* that, in accordance with the provisions of the Series 2026A Bonds, the State shall record draws made by the City on said Exhibit A. The Series 2026A Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The Series 2026B Bonds shall be designated “Taxable Water System Revenue Bonds, Series 2026B”; shall be dated July 8, 2026, shall be numbered one and upward; shall bear interest at the rate of 2.815% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months; 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 Series 2026B Financial Assistance Agreement and in Exhibit A to the Series 2026B Bonds, the form of which are set forth in Section 5 hereof, *provided* that, in accordance with the provisions of the Series 2026B Bonds, the State shall record draws made by the City on said Exhibit A. The Series 2026B Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing on the date set forth in Exhibit B of the respective Financial Assistance Agreements and on the Bonds when issued.

The estimated 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 3. Execution; Authentication. The Bonds shall be issued as registered obligations in substantially the form set forth in Section 5 hereto.

The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor of the City and with the manual or facsimile signature of the City Clerk of the City, and sealed with the official seal of the City or a printed facsimile of said seal. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such

officer had remained in office until delivery. The Bonds may be prepared in printed or typewritten form.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar (as hereinafter defined) as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The certificate of authentication on any Bond shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued under this Resolution.

Section 4. Registration and Payment of the Bond. The principal of, premium, if any, and interest on the Bonds shall be paid by the Treasurer of the City, who is hereby appointed as the City's registrar (the "*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 of the Bonds will be payable upon presentation and surrender of the Bonds to the Bond Registrar. Payment of principal of the Bonds (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the City, maintained by the Bond Registrar, on the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date (the "*Record Date*") and shall be paid by electronic transfer or by check or draft of the City and mailed to such registered owner at his or its address as appears on such registration books or at such other address may be furnished in writing to such registered owner to the Bond Registrar.

Section 5. Form of Bonds. The Bonds, the certificate of authentication to be endorsed thereon and the form of assignment to be endorsed thereon are all to be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by this Resolution:

FORM OF BOND

REGISTERED
NO. R-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF LA CROSSE
CITY OF LA CROSSE

[TAXABLE] WATER SYSTEM REVENUE BOND, SERIES 2026[A][B]

Final
Maturity Date

Date of
Original Issue

_____, 20__

July 8, 2026

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

KNOW ALL MEN BY THESE PRESENTS that the City of La Crosse, La Crosse County, Wisconsin (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the funds 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, 20__, until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below), solely from the funds hereinafter specified, from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of _____% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on May 1 and November 1 of each year, with the first interest being payable on May 1, 20__.

The principal amount evidenced by this Bond may be drawn upon by the City in accordance with the Financial Assistance Agreement entered by and between the City and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). 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 *Exhibit A* attached to and made a part of this Bond.

Both principal hereof and interest hereon are hereby made payable to the registered owner hereof 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 City Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the City 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 with the consent of the registered owner.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the City 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 City Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange for this Bond. The City 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 financing a Project as described in the hereinafter defined Resolution, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621 of the *Wisconsin Statutes*, and a resolution adopted June 11, 2026, and entitled: “A RESOLUTION providing for the issuance and sale of up to \$3,701,873 aggregate principal amount of Water System Revenue Bonds of the City of La Crosse, La Crosse County, Wisconsin, providing details and covenants with respect thereto, prescribing the form of bond, and providing for the payment of said bonds,” (the “*Resolution*”) and is payable only from the income and revenues derived from the operation of the Water System of the City (the “*Utility*”). This Bond does not constitute an indebtedness of the City or a charge against its general credit or taxing powers 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 City 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 City has caused this Bond to be signed by the duly authorized manual or facsimile signatures of its Mayor and City Clerk, and its official seal (or a true facsimile thereof) to be impressed (or imprinted) hereon, all as of the date of original issue specified above.

City Clerk

Mayor

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Resolution, and is one of the [Taxable] Water System Revenue Bonds, Series 2026[A][B], of the City of La Crosse, La Crosse County, Wisconsin.

Date of Authentication: _____, 20__

By _____
City Treasurer

(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 to 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:

PRINCIPAL REPAYMENT SCHEDULE

DATE	PRINCIPAL AMOUNT
------	------------------

Section 6. Security. The Bonds and any bonds issued by the City in the future on parity with the Bonds from the security revenue sources hereinafter stated (“*Additional Bonds*”), together with premium (if any) and interest thereon, shall be payable only out of the Special Redemption Fund as hereinafter provided, and shall be a valid claim of the owners thereof only against the Special Redemption Fund and from the Revenues on deposit in such fund, the same being the Revenues available after deduction of the Operation and Maintenance Expenses (as hereinafter defined) (the “*Net Revenues*”), and sufficient Revenues are hereby pledged to the Special Redemption Fund, and shall be used for no purpose other than to pay the principal of, premium (if any) and interest on the Bonds and any Additional Bonds as the same fall due.

The City is not obligated to pay any deficiency on the Bonds from its general tax levy or other available funds of the City.

Section 7. Prior Lien Bonds; Parity Bonds. The City will issue no bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenues or the property of the System having a priority over the Bonds, but may issue Additional Bonds on the terms and conditions set out in Section 11 hereof.

Section 8. Funds and Accounts; Application of Revenues. Upon the issuance of the Bonds, the System shall be continued to be operated on a fiscal year basis, the “*Fiscal Year*” of the System meaning the twelve (12) month period beginning on January 1 of each year and ending on December 31 of the same year. All of the Revenues shall be set aside as collected and be deposited into a separate fund, which fund has heretofore been created and designated as the “*Water System Revenue Fund*” (the “*Water Fund*”) of the City, and is expressly continued under this Resolution, and which fund shall constitute a trust fund for the sole purpose of carrying out the covenants, terms and conditions of the Bonds and any Additional Bonds, and shall be used only in paying Operations and Maintenance Expenses, paying the principal of and interest on all obligations of the City which by their terms are payable from the Revenues, funding the debt service reserve account, providing for an adequate depreciation fund, and providing for the establishment and expenditure from the respective accounts as hereinafter described. “*Operation and Maintenance Expenses*” shall mean the reasonable and necessary cost of operating, maintaining, administering and repairing the System, including the purchase of water at wholesale, salaries, wages, cost of materials and supplies, including routine repairs and renewals, management fees paid to third parties, insurance and audits, and such other reasonable current expenses as shall be determined in accordance with generally accepted accounting principles, but excluding the costs of capital expenditures, replacements, depreciation, debt service, debt service reserves (including repayments with respect thereto), special assessments or payments of or in lieu of property taxes.

For the purpose of carrying out the provisions of the Act, there are hereby created within the Water Fund separate funds and accounts to be known as the “*Operation and Maintenance Fund*”, the “*Water System Special Redemption Fund*”, the “*Debt Service Reserve Fund*”, the “*Depreciation Fund*” and the “*Surplus Fund*” to which there shall be credited on or before the first day of each month by the Treasurer, without any further official action or direction, in the order in which said funds and accounts are hereinafter mentioned, all moneys held in the Water Fund, in accordance with the following provisions:

(i) *Operation and Maintenance Fund.* There shall be credited to or retained in the Operation and Maintenance Fund an amount sufficient, when added to the amount then on deposit in said Account, to establish or maintain a balance to an amount not less than the amount considered necessary to pay Operation and Maintenance Expenses for the then current month.

(ii) *Special Redemption Fund.* There shall be deposited into the Special Redemption Fund the amount necessary to provide for the payment of a fractional amount of the interest on the Bonds and any Additional Bonds becoming due on the next succeeding May 1 and November 1 (each an “*Interest Payment Date*”) and a fractional amount of any principal on the Bonds and any Additional Bonds becoming due on the next succeeding May 1 (the “*Principal Payment Date*”) until there shall have been accumulated in such Fund on or before the month next preceding an Interest Payment Date or Principal Payment Date an amount sufficient to pay such principal, if any, or interest or both of all outstanding Bonds and Additional Bonds coming due on such Interest Payment Date or Principal Payment Date.

In computing the fractional amount to be set aside each month in said fund, the fraction shall be so computed that sufficient funds will be set aside therein and will be available for the prompt payment of such principal of and interest on the Bonds and outstanding Additional Bonds as the same will become due and shall be not less than one-sixth of the interest becoming due on the next succeeding Interest Payment Date and not less than one-twelfth of the principal, if any, becoming due on the next succeeding Principal Payment Date on all outstanding Bonds and Additional Bonds until there is sufficient money in said Account to pay such principal or interest or both.

Credits to the Special Redemption Fund may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and investments, in said Fund to meet principal and interest requirements in said Fund for the balance of such Fiscal Year, but such credits shall be resumed at the beginning of the next Fiscal Year.

All moneys in the Special Redemption Fund shall be used only for the purpose of paying interest on and principal of the Bonds and outstanding Additional Bonds.

It is the express intent and determination of the Council that the amounts transferred from the Water Fund and deposited in the Special Redemption Fund shall be sufficient in any event to pay the interest on the Bonds and any Additional Bonds as the same accrues and the principal thereof as the same matures.

(iii) *Debt Service Reserve Fund.* There shall be deposited into the Debt Service Reserve Fund any amounts necessary to bring the amount in said fund up to the amount required by any future resolution of the Council providing for the issuance of Additional Bonds (the “*Debt Service Reserve Requirement*”). The Debt Service Reserve Requirement with respect to the Bonds is \$0. Amounts in the Debt Service Reserve Fund are not pledged to the payment of the Bonds. Future resolutions of the Council may provide additional terms related to the use of funds in the Debt Service Reserve Fund as necessary in connection with the issuance of Additional Bonds.

(iv) *Depreciation Fund.* There shall be credited to the Depreciation Fund and held, in cash and investments, such sum as the Council may deem necessary in order to provide an adequate depreciation fund for the System.

Amounts to the credit of the Depreciation Fund shall be used for (i) the payment of the cost of extraordinary maintenance, necessary repairs and replacements, or contingencies, the payment for which no other funds are available, in order that the System may at all times be able to render efficient service, (ii) for the purpose of acquiring or constructing improvements and extensions to the System, and (iii) the payment of principal of or interest on any outstanding Bonds or Additional Bonds at any time when there are no other funds available for that purpose in order to prevent a default.

(v) *Surplus Fund.* All moneys remaining in the Water Fund, after crediting the required amounts to the respective accounts hereinabove provided for, and after making up any deficiency in said accounts, shall be credited to the Surplus Fund. Funds in the Surplus Fund shall first be used to make up any subsequent deficiencies in any of said Funds and Accounts and then at the discretion of the Common Council, for the remainder of all surplus Revenues, for one or more of the following purposes without any priority among them:

1. For the purpose of constructing or acquiring repairs, replacements, improvements or extensions to the System; or
2. For making transfers to the Fund generally to be applied and treated as Revenues when transferred; or
3. For the purpose of calling and redeeming the Bonds and any Additional Bonds; or
4. For the purpose of purchasing outstanding Bonds or Additional Bonds; or
5. For the purpose of paying principal of and interest on any subordinate bonds or obligations issued for the purpose of acquiring or constructing repairs, replacements, improvements or extensions to the System; or
6. For any other lawful System purpose.

(vi) *Deposits and Investments.* The Special Redemption Fund shall be kept apart from moneys in the other funds and accounts of the City and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds and any Additional Bonds as the same becomes due and payable. All moneys 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 (except the Water System Program Project Fund (as hereinafter defined)) 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 City. The reasonable cost and value of services rendered to the City by the System by furnishing services for public purposes, shall be charged against the City and shall be paid by it in installments as the service accrues, out of the current revenues of the City collected or in the process of collection, exclusive of the Revenues derived from the System, and out of the tax levy of the City made by it to raise money to meet its necessary current expenses. However, such payment out of the tax levy shall be subject to (a) any necessary approval of the Public Service Commission of the State, or successors to its function, (b) annual appropriations therefor and (c) any applicable levy limitations; but neither this Resolution nor such payment shall be construed as constituting an obligation of the City to make any such appropriation over and above the reasonable cost and value of services rendered to the City and its inhabitants or make any subsequent payment over and above such reasonable cost and value. Such compensation for such service rendered to the City shall, in the manner hereinabove provided, be paid into the funds provided for in Section 8.

Section 10. Covenants and Representations of the City. The City hereby covenants and represents to the owners of the Bonds that:

(i) It shall faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State, including lawfully establishing reasonable and sufficient rates for services rendered by the System and collecting, depositing, applying and segregating the Revenues of the System to the respective funds and accounts described in Section 8 hereof;

(ii) It will cause the Project to be constructed as expeditiously as reasonably possible;

(iii) It will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions or extensions that may be made part thereto, except that the City shall have the right to sell, lease or otherwise dispose of any property of the System found by the Council to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Special Redemption Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall

not reduce the amounts otherwise required to be paid into the Special Redemption Fund;

(iv) It will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or the Revenues or could impair the security of the Bonds;

(v) The City will maintain the System in reasonably good condition and working order, will operate the System and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System so that the Revenues of the System will be sufficient to make the payments to the funds and accounts created by this Resolution and to provide for the payment of the Bonds and any Additional Bonds and which shall be sufficient to produce annual Net Revenues in each Fiscal Year which, in the aggregate, will amount to the greater of (i) 1.10 , or (ii) the highest debt service coverage ratio required with respect to any outstanding obligations payment from the System, times the maximum amount of debt service due in any Fiscal Year on the Bonds and any Additional Bonds and interest thereon (*“Maximum Annual Debt Service”*);

(vi) The City will not incur any additional debt secured by the Net Revenues except in accordance with Section 11 hereof;

(vii) The City will prepare a budget not less than sixty (60) days prior to the end of each fiscal year and, in the event such budget (taking into account income, unencumbered surplus and expense) indicates that earnings for each year will not exceed debt service for each corresponding year by the proportion stated above, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of earnings to debt service shall be accomplished as promptly as possible;

(viii) The Bonds are issued for purposes for which the City is authorized to issue Revenue Bonds;

(ix) The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Project, the Revenues, the Water System Fund and the funds and accounts thereof. Such books of record and accounts shall at all times during business hours be subject to the inspection of the registered owners of not less than ten per cent (10%) of the principal amount of the Bonds or their representatives authorized in writing; and

(x) It will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies engaged in the operation of similar systems. All money received for losses under any of such insurance policies, except public liability, shall be used in repairing the damage or in replacing the property destroyed, but in the event the City shall deem it not advisable to repair such damage or replace such property, and that the operation of the System shall not have been impaired thereby, such money may be deposited in the funds

described in Section 8, but shall not reduce the amount otherwise required to be paid into said funds.

Section 11. Additional Bonds. (a) *General.* No bonds or obligations payable out of the Revenues may be issued in such manner as to enjoy priority over the Bonds without the consent of the State. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds.

(b) *Additional Bonds.* Additional Bonds may be issued only under the following circumstances:

(1) Additional 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 Program. However, such Additional Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

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

(A) 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, 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 Bonds then to be issued or on any debt obligations payable from the Net Revenues then outstanding. Such Net Revenues may be demonstrated by the audited financial statements of City for such Fiscal Year or, if such audited financial statements are not yet available for such Fiscal Year, by certification of the Mayor, City Treasurer or Finance Director of the City, or any of them. Should an increase in permanent rates and charges, including those made to the City, 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 certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(B) The payments required to be made into the funds and accounts enumerated in Section 8 of this Resolution must have been made in full.

(C) 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.

(D) 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. Operation of System; City Covenants. It is covenanted and agreed by the City with the owner or owners of the Bonds, and each of them, that the City will perform all of the obligations as set forth in the Financial Assistance Agreements.

Section 13. Sale of Bonds. (a) The sale of the Series 2026A Bonds to the State pursuant to the Program for the purchase price of up to \$2,870,605, and at par, is ratified and confirmed; and the officers of the City are authorized and directed to do any and all acts, including executing the Series 2026A Financial Assistance Agreement and the Series 2026A Bonds as herein above provided, necessary to conclude delivery of the Series 2026A Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Series 2026A Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the City are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Series 2026A Financial Assistance Agreement and the issuance of the Series 2026A Bonds.

(b) The sale of the Series 2026B Bonds to the State pursuant to the Program for the purchase price of up to \$831,268, and at par, is ratified and confirmed; and the officers of the City are authorized and directed to do any and all acts, including executing the Series 2026B Financial Assistance Agreement and the Series 2026B Bonds as herein above provided, necessary to conclude delivery of the Series 2026B Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Series 2026B Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the City are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Series 2026B Financial Assistance Agreement and the issuance of the Series 2026B Bonds.

Section 14. Disposition of Bond Proceeds; Tax Exemption; No Arbitrage; Bonds to Remain in Registered Form; Reimbursement. The proceeds from the sale of the Bonds shall be disbursed as follows and not otherwise:

(a) Accrued interest on the Bonds, if any, shall be deposited in the Special Redemption Fund of the Water System Fund.

(b) The balance of the proceeds of the Bonds shall be deposited into a special fund designated as "Water System Program Project Fund." The Water System Program Project Fund shall be used solely for the purpose of financing a portion of the Project, as more fully described in the preamble hereof and in the respective Financial Assistance Agreement. Moneys in the Water System Program Project Fund shall be disbursed within three (3) business days of their receipt from the State, and shall not be invested in any interest-bearing account.

The Designated Officials of the City, or any of them, are hereby authorized to execute on behalf of the City a Tax Exemption Certificate and Agreement (the "*Tax Exemption Certificate*") to assure the purchasers and owners of the Series 2026A Bonds that the proceeds of the Series 2026A Bonds are not expected to be used in a manner which would or might result in the Bonds being "reimbursement bonds" issued in contravention of Section 1.103-18 of the United States Treasury Department Regulations (the "*Regulations*") or "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended (the "*Code*"), or the Regulations currently in effect or proposed. Such Tax Exemption Certificate shall constitute a representation, certification and covenant of the City, and shall be incorporated herein by reference, and no investment of Series 2026A Bond proceeds or of moneys accumulated to pay the Series 2026A Bonds herein authorized shall be made in violation of the expectations prescribed by said Tax Exemption Certificate. Such Tax Exemption Certificate shall constitute an agreement of the City to follow certain covenants which may require the City to take certain actions (including the payment of certain amounts to the United States of America) or which may prohibit certain actions (including the establishment of certain funds) under certain conditions as specified in such Tax Exemption Certificate.

The City further recognizes that Section 149(a) of the Code requires the Series 2026A Bonds to be issued and to remain in fully registered form in order that the interest on the Series 2026A Bonds continue to be excludible from the gross income of the owners thereof for Federal income tax purposes under laws in force at the time the Series 2026A Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Series 2026A Bonds to be issued in, or converted into, bearer or coupon form.

Section 15. 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 City may, from time 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 City; *provided, however*, that no amendment shall permit any change in the pledge of the Net Revenues 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, if any, 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 16. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The City 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 by the U.S. Government, or by 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

City'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 City'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 17. Rebate Fund. The City shall establish and maintain, so long as the Series 2026A Bonds and any Additional Bonds are outstanding, a separate account to be known as the "Rebate Fund." The Rebate Fund is for the sole purpose of paying rebate to the United States of America, if any, on amounts of Series 2026A Bond proceeds held by the City. The City hereby covenants and agrees that it shall pay from the Rebate Fund the rebate amounts as determined herein to the United States of America.

The City may engage the services of accountants, attorneys or other consultants necessary to assist it in determining rebate amounts.

Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Series 2026A Bonds and any Additional Bonds and may only be used to pay amounts to the United States of America.

The City shall maintain or cause to be maintained records of such determinations for each Bond Year until three (3) years after payment in full of the Series 2026A Bonds and any Additional Bonds and shall make such records available upon reasonable request therefor.

The City hereby agrees it will disburse all monies in the Rebate Fund to the United States of America at the times and in the manner set forth in the applicable income tax regulations.

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City 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 15 hereof, 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 City, the Council, and any and all officers and agents thereof including, but without limitation, the right to require the City, its Council 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 19. Continuing Disclosure. The officers of the City are hereby authorized and directed, if requested by the State, to provide to the Program and to such other persons or entities as directed by the Program such ongoing disclosure regarding the City's financial condition and other matters, at such times and in such manner as the Program may require, in order that securities issued by the City and the Program satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended or 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 20. Record-Keeping Policy and Post-Issuance Compliance Matters. On October 14, 2021, the Council adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council and the City hereby reaffirm the *Policy*.

Section 21. Severability of Invalid Provisions. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

Section 22. Conflicting Ordinances, Resolutions and Orders Superseded. All ordinances, resolutions or orders, or parts thereof, heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution shall be, and the same are hereby, superseded to the extent of such conflict, and this Resolution shall be in effect from and after its passage.

Adopted: June 11, 2026

Approved: June 11, 2026

Recorded: June 11, 2026

/s/ _____
Mayor

Attest:

/s/ _____
City Clerk

EXHIBIT A

SERIES 2026A FINANCIAL ASSISTANCE AGREEMENT

EXHIBIT B

SERIES 2026B FINANCIAL ASSISTANCE AGREEMENT

Council Member _____ moved and Council Member _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Council Members voted AYE: _____

and the following Council Members voted NAY: _____

Whereupon the Mayor declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City of La Crosse, La Crosse County, Wisconsin, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of La Crosse, La Crosse County, Wisconsin (the “City”), and as such official I further certify that I am the keeper of the records and files of the Common Council of the City (the “Common Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Common Council held on the 11th day of June, 2026 (the “Meeting”), insofar as same relates to the adoption of a resolution entitled:

A RESOLUTION providing for the issuance and sale of up to \$3,701,873 aggregate principal amount of Water System Revenue Bonds of the City of La Crosse, La Crosse County, Wisconsin, for the purpose improving the waterworks system of the City, providing details and covenants with respect thereto, prescribing the form of bond, providing for the payment of said bonds, and authorizing the execution by the City of Financial Assistance Agreements from the State of Wisconsin’s Safe Drinking Water Loan Program in connection therewith.

a true, correct and complete copy of which said resolution as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I further certify that a true and correct statement of every step or proceeding had or taken to date in connection with the authorization of said bonds has been recorded by me in a separate record book, pursuant to the provisions of Section 67.05(12), *Wisconsin Statutes*, as supplemented and amended.

I do further certify that the resolution was adopted at the Meeting, which was an open, lawful public meeting of the Common Council, that the deliberations of the Common Council on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, and that the Meeting was called, noticed, held and conducted in the manner established by the Common Council and required by the *Wisconsin Statutes*, including, but not limited to, compliance with Sections 19.81 to 19.98, inclusive, of the *Wisconsin Statutes*, as supplemented and amended, notifying the public of the Meeting by distribution an agenda to the media not less than twenty-four (24) hours prior to the Meeting, which agenda is available to the public at the City Hall, located within the City, and that a true, correct and complete copy of the agenda as so provided with respect to the Meeting is attached hereto as *Exhibit A*.

WITNESS my official signature and the official seal of said City this 11th day of June,
2026.

City Clerk

[SEAL]

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

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 1/26

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF LA CROSSE

\$2,870,605

FINANCIAL ASSISTANCE AGREEMENT

Dated as of July 8, 2026

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

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

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

Municipal Identification No. 32246
Safe Drinking Water Loan Program Project No. 5406-14

TABLE OF CONTENTS

ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

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

ARTICLE II REPRESENTATIONS

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

ARTICLE III LOAN PROVISIONS

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

ARTICLE IV CONSTRUCTION OF THE PROJECT

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

ARTICLE V COVENANTS

Section 5.01. Application of Loan Proceeds	15
Section 5.02. Operation and Maintenance	15
Section 5.03. Compliance with Law	15
Section 5.04. Public Ownership	15
Section 5.05. Establishment of Project Accounts; Audits	15
Section 5.06. Records	16
Section 5.07. Project Areas	16
Section 5.08. Engineering Inspection	16
Section 5.09. Tax Covenants	16
Section 5.10. User Fee Covenant	16
Section 5.11. Notice of Impaired System	17
Section 5.12. Hold Harmless	17
Section 5.13. Nondiscrimination Covenant	17
Section 5.14. Employees	18

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

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices	19
Section 6.02. Binding Effect	20
Section 6.03. Severability	20
Section 6.04. Amendments, Supplements, and Modifications	20
Section 6.05. Execution in Counterparts	20
Section 6.06. Applicable Law	20
Section 6.07. Benefit of Financial Assistance Agreement	20
Section 6.08. Further Assurances	20
Section 6.09. Assignment of Municipal Obligations	21
Section 6.10. Covenant by Municipality as to Compliance with Program Resolution	21
Section 6.11. Termination	21
Section 6.12. Rescission	21

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

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 8, 2026, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of La Crosse, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

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

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

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

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

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

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

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

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

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Loan; and

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

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

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

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

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

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

"Application" means the written application of the Municipality dated June 30, 2025, for financial assistance under the Statute.

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

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

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

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

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

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

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

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

"FAA" means this Financial Assistance Agreement.

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

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

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

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

"Loan" means the loan or loans made by the SDWLP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,

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

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

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

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

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript.

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

"Parity Obligations" means the Municipality's \$831,268 Water System Revenue Bonds, Series 2026A, dated July 8, 2026; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. W-2025-0622, approved by DNR on February 26, 2026, and W-2025-0623, approved on February 26, 2026, as the same may be amended or modified from time to time in accordance with this FAA.

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

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

"Project" means the project assigned SDWLP Project No. 5406-14 and 5406-13 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

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

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

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

"State" means the State of Wisconsin.

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

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

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

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

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

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

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

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

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

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

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated

hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2026 state fiscal year.

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

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

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

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

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

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$2,870,605 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

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

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

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or
- (4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

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

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

(i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

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

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

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

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

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

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

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

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

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

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

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Plans and Specifications described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is October 15, 2026.

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

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

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

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

(bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$2,870,605. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

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

(c) The Loan shall bear interest at the rate of two and 365/1000ths percent (2.365%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid.

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

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

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

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the

Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.07 hereof.

Section 3.03. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on July 8, 2026. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project

Section 3.04. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.05. Disbursement of Loan Proceeds

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Loan proceeds is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents or Trustee, plans to make disbursements of Loan proceeds on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Loan proceeds are not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Loan proceeds are fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of

notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment.

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

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

- (1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;
- (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
- (3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C); and
- (4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(f) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.06. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

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

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the

default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality, or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.
- (3) In the case of a joint utility system, the SDWLP may bill the users of the Water System directly.
- (4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.
- (5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.
- (6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Loan In accordance with the terms of the Municipal Obligation Resolution:

- (a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and
- (b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality

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

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

- (a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and
- (b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

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

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of the Loan.

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

Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

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

(c) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety all at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

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

Section 4.04. Completion of the Project

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

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in

accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA;
- (4) certify compliance with Section 4.02 of this FAA; and
- (5) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project.
- (6) document and deliver to DNR the following information regarding any Lead Service Lines that were encountered and replaced during the project:
 1. property address,
 2. property type (residential, school, daycare, commercial, other),
 3. original Service Line material,
 4. new Service Line material; and
 5. Service Line ownership (public, private, both).

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Loan amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

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

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely to Project Costs.

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

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

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

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

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

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

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the SDWLP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

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

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

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

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

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

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

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

- (1) Age Discrimination Act, Pub. L. 94-135
- (2) Equal Employment Opportunity, Executive Order 11246
- (3) Section 13 of the Clean Water Act, Pub. L. 92-500
- (4) Section 504 of the Rehabilitation Act, Pub. L. 93-112 supplemented by Executive Orders 11914 and 11250

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

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

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

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

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

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

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment

Section 5.20. Maintenance of Legal Existence

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

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

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

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

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

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

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the

Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

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

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

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

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

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

ARTICLE VI MISCELLANEOUS

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

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM

101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

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

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

(d) CITY OF LA CROSSE
400 LA CROSSE STREET
LA CROSSE WI 54601

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

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

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

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

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

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

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

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring,

conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

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

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

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

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate financial assistance or rescind this FAA.

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

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

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

CITY OF LA CROSSE

By: _____
Shaundel Washington-Spivey
Mayor

Attest: _____
Nikki Elsen
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF LA CROSSE
SDWLP Project No. 5406-14

	Total Project Costs	Eligible SDWLP Costs Paid by EC- SDC (A)	SDWLP Total Award Amount for this Project (B)
Force Account	300,000.00	0.00	300,000.00
Interim Financing	0.00	0.00	0.00
Preliminary Engineering	561,305.00	0.00	561,305.00
Land or Easement Acquisition	0.00	0.00	0.00
Engineering/Construction Mgmt.	619,080.00	0.00	619,080.00
Construction/Equipment	7,645,853.94	6,698,079.00	947,774.94
Contingency	413,295.06	0.00	413,295.06
Miscellaneous Costs	3,150.00	0.00	3,150.00
Closing Costs	26,000.00	0.00	26,000.00
TOTAL	\$9,568,684.00	\$6,698,079.00	\$2,870,605.00

A = Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) grant funding is calculated up to 70% of "Total Project Costs."

B = This is a combined project (see Exhibit F).

City of La Crosse, Wisconsin

Exhibit B

Project 5406-14 Safe Drinking Water Fund Program

Loan Closing Date:

July 8, 2026

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-Nov-26	0.00	2.365%	21,309.86	21,309.86	0.00	21,309.86
1-May-27	113,911.23	2.365%	33,944.90	147,856.13	169,165.99	0.00
1-Nov-27	0.00	2.365%	32,597.90	32,597.90	0.00	180,454.03
1-May-28	116,605.23	2.365%	32,597.90	149,203.13	181,801.03	0.00
1-Nov-28	0.00	2.365%	31,219.05	31,219.05	0.00	180,422.18
1-May-29	119,362.95	2.365%	31,219.05	150,582.00	181,801.05	0.00
1-Nov-29	0.00	2.365%	29,807.58	29,807.58	0.00	180,389.58
1-May-30	122,185.88	2.365%	29,807.58	151,993.46	181,801.04	0.00
1-Nov-30	0.00	2.365%	28,362.73	28,362.73	0.00	180,356.19
1-May-31	125,075.58	2.365%	28,362.73	153,438.31	181,801.04	0.00
1-Nov-31	0.00	2.365%	26,883.71	26,883.71	0.00	180,322.02
1-May-32	128,033.61	2.365%	26,883.71	154,917.32	181,801.03	0.00
1-Nov-32	0.00	2.365%	25,369.72	25,369.72	0.00	180,287.04
1-May-33	131,061.61	2.365%	25,369.72	156,431.33	181,801.05	0.00
1-Nov-33	0.00	2.365%	23,819.91	23,819.91	0.00	180,251.24
1-May-34	134,161.21	2.365%	23,819.91	157,981.12	181,801.03	0.00
1-Nov-34	0.00	2.365%	22,233.46	22,233.46	0.00	180,214.58
1-May-35	137,334.13	2.365%	22,233.46	159,567.59	181,801.05	0.00
1-Nov-35	0.00	2.365%	20,609.48	20,609.48	0.00	180,177.07
1-May-36	140,582.08	2.365%	20,609.48	161,191.56	181,801.04	0.00
1-Nov-36	0.00	2.365%	18,947.10	18,947.10	0.00	180,138.66
1-May-37	143,906.85	2.365%	18,947.10	162,853.95	181,801.05	0.00
1-Nov-37	0.00	2.365%	17,245.40	17,245.40	0.00	180,099.35
1-May-38	147,310.24	2.365%	17,245.40	164,555.64	181,801.04	0.00
1-Nov-38	0.00	2.365%	15,503.45	15,503.45	0.00	180,059.09
1-May-39	150,794.13	2.365%	15,503.45	166,297.58	181,801.03	0.00
1-Nov-39	0.00	2.365%	13,720.31	13,720.31	0.00	180,017.89
1-May-40	154,360.41	2.365%	13,720.31	168,080.72	181,801.03	0.00
1-Nov-40	0.00	2.365%	11,895.00	11,895.00	0.00	179,975.72
1-May-41	158,011.04	2.365%	11,895.00	169,906.04	181,801.04	0.00
1-Nov-41	0.00	2.365%	10,026.52	10,026.52	0.00	179,932.56
1-May-42	161,748.00	2.365%	10,026.52	171,774.52	181,801.04	0.00
1-Nov-42	0.00	2.365%	8,113.85	8,113.85	0.00	179,888.37
1-May-43	165,573.33	2.365%	8,113.85	173,687.18	181,801.03	0.00
1-Nov-43	0.00	2.365%	6,155.95	6,155.95	0.00	179,843.13
1-May-44	169,489.15	2.365%	6,155.95	175,645.10	181,801.05	0.00
1-Nov-44	0.00	2.365%	4,151.74	4,151.74	0.00	179,796.84
1-May-45	173,497.56	2.365%	4,151.74	177,649.30	181,801.04	0.00
1-Nov-45	0.00	2.365%	2,100.13	2,100.13	0.00	179,749.43
1-May-46	177,600.78	2.365%	2,100.13	179,700.91	181,801.04	179,700.91
Totals	2,870,605.00		752,780.74	3,623,385.74	3,623,385.74	3,623,385.74

Net Interest Rate 2.3650%
 Bond Years 31,830.0532
 Average Life 11.0883

The above schedule assumes full disbursement of the loan on the loan closing date.
 19-May-26 Wisconsin Department of Administration

EXHIBIT C
FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project
Completion and Closeout]**

The undersigned officials of the City of La Crosse (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5406-14 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 5406-14 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund program.

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

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

Dated as of: _____

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

Dated as of: _____

EXHIBIT D
OPERATING CONTRACTS

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

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

Municipality City of La Crosse			Project Number 5406-14		
Project Description Watermain Replacements on the North and South Side of State Highway 16 to Mitigate PFAS Contamination					
Are any DBEs expected to be utilized on the project? If yes, list below. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
<i>SAMPLE: ABC Engineering, LLC.</i>	<i>X MBE</i> <input type="checkbox"/> WBE <input type="checkbox"/> Other	<i>Non-construction</i>	<i>10,000</i>	<i>9,950</i>	<i>WisDOT</i>
Hard Rock Sawing & Drilling Specialists Co.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> Other	Construction	7,600		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				

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

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

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

EXHIBIT F
PROJECT MANAGER SUMMARY PAGE

CITY OF LA CROSSE
SDWLP Project No. 5406-14

1. **Project Description:** This Project consists of watermain replacements on both the north and south side of State Highway 16. All components of the Project are associated with replacing supply lost from wells impacted by per- and polyfluoroalkyl substances (PFAS). The north side of this Project was formerly SFY 2026 SDWLP project 5406-13, which was combined into this Project. For the north portion of the Project, watermain extensions consist of approximately 4,400 feet of 24-inch, 80 feet of 16-inch, and 10 feet of 10-inch diameter C151 Pressure Class 350 ductile iron piping on State Highway 16 and Gillette Street. For the south portion of the Project, watermain extensions consist of approximately 6,680 feet of 24-inch, 100 feet of 16-inch, 20 feet of 10-inch, and 130 feet of 8-inch diameter C151 Class 52 ductile iron piping on State Highway 16, La Crosse Street, Vista Court and Quarry Road.

This Project is eligible to receive Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) grant funding in the amount of \$6,698,079. This EC-SDC grant funding is not awarded through this FAA, but rather through a separate grant award agreement.

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

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

2. **Ineligible Costs:** No ineligible costs were identified in the review of this Project. If the DNR identifies ineligible costs as the Project progresses, the Department will notify the Municipality.
3. **Other Funding Sources:** Funding from the EC-SDC grant will pay for \$6,698,079 of construction costs.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet (Exhibit A), SDWLP funding in the amount of \$3,150.00 is included in the miscellaneous category for a financial advisor fee.
5. **Contingency Allowance:** The contingency allowance of \$413,295.06 is five percent of the amount of uncompleted construction work adjusted for DNR construction management engineer (CME) reviewed change orders. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.

Base contingency

\$382,293.68

(Uncompleted construction work x 5%)

BKC Construction, LLC	CO No. 1	\$10,096.72
Gerke Excavating, Inc.	CO No. 1	\$20,904.66
Total Contingency Allowance		\$413,295.06

6. Disadvantaged Business Enterprise (DBE) Good Faith Effort: BKC Construction, LLC contacted one firm on the Wisconsin Department of Transportation (WisDOT) DBE directory. This WisDOT directory was discontinued in October 2025 without warning. Given the proximity of this Project's bid opening to that change in October 2025, the DNR is not applying a sanction to this Project. The Municipality and one other prime contractor otherwise made good-faith efforts to solicit DBEs. Hard Rock Sawing & Drilling Specialists Co., a DBE, is being utilized in the amount of \$7,500. Contractors are required to solicit for DBEs if they do any further subcontracting.
7. Green Project Reserve: No GPR elements were identified during the review of this Project.
8. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
9. Environmental Review: The SDWLP has determined through an environmental assessment that the Project will result in a categorical exclusion, under §6.204 (a)(1) with recommendations. A construction site storm water permit may be required if the contiguous Project area exceeds one acre. Some Project areas are within 300 feet of waterways, therefore, erosion mitigation measures should be utilized as circumstances dictate. The Project location makes the Rusty Patch Bumble Bee, Bell's Vireo (Bird), and Blanchard's Cricket Frog species of concern. This Project has cleared the DNR archeological and historical review.
10. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

EXHIBIT G
LIST OF FEDERAL LAWS AND AUTHORITIES

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

- Administration of the Clean Air Act and the Federal water Pollution Control Act of 1973, (Executive Order 11738)
 - Section 306 of the Clean Air Act, 42 U.S.C. §7606 et seq.
 - Section 508 of the Clean Water Act, 33 U.S.C. §1368 et seq.
- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Civil Rights Laws
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C §2000d et seq.
 - Section 504 of the Rehabilitation Act of 1973, 29 U.S.C §794
 - The Age Discrimination Act of 1975, 42 U.S.C. §6102 et seq.
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended by Executive Order 12148)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended by Executive Order 12608)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

EXHIBIT H
BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

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

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

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF LA CROSSE

\$1,511,398 With up to \$680,130 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of July 8, 2026

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

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

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

Municipal Identification No. 32246
Safe Drinking Water Loan Program Project No. 5406-09

TABLE OF CONTENTS

ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

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

ARTICLE II REPRESENTATIONS

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

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses	8
Section 3.02. Type of Municipal Obligation and Security	9
Section 3.03. Municipal Obligations Amortization	9
Section 3.04. Sale and Redemption of Municipal Obligations	10
Section 3.05. Disbursement of Financial Assistance	10
Section 3.06. Remedies	11
Section 3.07. Security for the Municipal Obligations	12
Section 3.08. Effective Date and Term	12
Section 3.09. Other Amounts Payable	12

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance	12
Section 4.02. Construction of the Project	13
Section 4.03. Performance Bonds	13
Section 4.04. Completion of the Project	13
Section 4.05. Payment of Additional Project Costs	14
Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project	14

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance	14
Section 5.02. Operation and Maintenance	14
Section 5.03. Compliance with Law	15
Section 5.04. Public Ownership	15
Section 5.05. Establishment of Project Accounts; Audits	15
Section 5.06. Records	15
Section 5.07. Project Areas	15
Section 5.08. Engineering Inspection	16
Section 5.09. Reserved	16
Section 5.10. User Fee Covenant	16
Section 5.11. Notice of Impaired System	16
Section 5.12. Hold Harmless	16
Section 5.13. Nondiscrimination Covenant	16

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

ARTICLE VI
MISCELLANEOUS

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

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

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 8, 2026, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of La Crosse, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

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

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

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

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

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

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

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

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

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Municipal Obligations; and

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

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

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

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

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

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

"Application" means the written application of the Municipality dated June 29, 2025, for financial assistance under the Statute.

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

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

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

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

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

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

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

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

"FAA" means this Financial Assistance Agreement.

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

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

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

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

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

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

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

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

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

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein; and
- (e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions.

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

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

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

"Parity Obligations" means the Municipality's \$2,870,605 Water System Revenue Bonds, Series 2026B, dated July 8, 2026; and any obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. W-2021-0892, approved by DNR on December 13, 2021, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is \$680,130. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 45%.

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

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

"Project" means the project assigned SDWLP Project No. 5406-09 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

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

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

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

"State" means the State of Wisconsin.

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

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

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

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

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

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

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

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

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

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

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2026 state fiscal year.

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

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

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

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

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

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$831,268 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

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

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

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or
- (4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of

this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

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

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

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

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

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

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

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

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

(q) Reserved – Section omitted for taxable bonds.

(r) Reserved – Section omitted for taxable bonds.

- (s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.
- (t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.
- (u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the SDWLP, or the CWFP.
- (v) The Municipality has met all terms and conditions contained within and received DNR approval for the Plans and Specifications described in the definitions hereof.
- (w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The actual Substantial Completion date of the Project was November 22, 2023.
- (x) If the Municipality fails to make a principal repayment or interest payment after its due date, DOA shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting DNR, DOA may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If DOA collects amounts due, it shall remit those amounts to the fund to which they are due and notify DNR of that action.
- (y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Water System or, in the case of a joint utility system, to bill the users of the Water System directly.
- (z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.
- (aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.
- (bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.
- (cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$1,511,398 with Principal Forgiveness of \$680,130 for payment of Project Costs.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

- (a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate

principal amount of \$831,268. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

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

(c) The Loan shall bear interest at the rate of two and 815/1000ths percent (2.815%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or an excess of \$50,000, whichever is less; second in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$680,130; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

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

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

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

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.03. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on July 8, 2026. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized

not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.

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

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

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.05. Disbursement of Financial Assistance

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

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

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

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

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

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

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

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

- (1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;
- (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
- (3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C);
- (4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and
- (5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

Section 3.06. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

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

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

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

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

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

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

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

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

Section 3.07. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

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

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

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

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

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

ARTICLE IV CONSTRUCTION OF THE PROJECT

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

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

Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

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

(c) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety all at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

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

Section 4.04. Completion of the Project

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

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

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

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

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

(2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA;
- (4) certify compliance with Section 4.02 of this FAA; and
- (5) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project.
- (6) document and deliver to DNR the following information regarding any Lead Service Lines that were encountered and replaced during the project:
 1. property address,
 2. property type (residential, school, daycare, commercial, other),
 3. original Service Line material,
 4. new Service Line material; and
 5. Service Line ownership (public, private, both).

Section 4.05. Payment of Additional Project Costs

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

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

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

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

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

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

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

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

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

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

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Reserved – Section omitted for taxable bonds

Section 5.10. User Fee Covenant

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

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

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

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

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

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

- (1) Age Discrimination Act, Pub. L. 94-135
- (2) Equal Employment Opportunity, Executive Order 11246
- (3) Section 13 of the Clean Water Act, Pub. L. 92-500
- (4) Section 504 of the Rehabilitation Act, Pub. L 93-112 supplemented by Executive Orders 11914 and 11250
- (5) Title VI of the Civil Rights Act, Pub. L 88-352
- (6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

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

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

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

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

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

Section 5.20. Maintenance of Legal Existence

- (a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.
- (b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

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

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

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

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

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

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

ARTICLE VI
MISCELLANEOUS

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

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
DIANE PUTZEL EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) CITY OF LA CROSSE
400 LA CROSSE STREET
LA CROSSE WI 54601

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

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

CITY OF LA CROSSE

By: _____
Shaundel Washington-Spivey
Mayor

Attest: _____
Nikki Elsen
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF LA CROSSE
SDWLP Project No. 5406-09

	Total Project Costs	Eligible Costs Paid by Internal Funds	Ineligible Costs Paid by Internal Funds	Ineligible Costs Paid by WisDOT projects 1641-02-72, 1641-02-82 and 1641-02-70, 1641-02-80, 1641-02-79	SDWLP Total Award Amount for this Project
Force Account	0.00	0.00	0.00	0.00	0.00
Interim Financing	0.00	0.00	0.00	0.00	0.00
Preliminary Engineering	77,750.00	8,229.62	11,829.10	57,691.27	0.00
Land or Easement Acquisition	0.00	0.00	0.00	0.00	0.00
Engineering/Construction Mgmt.	0.00	0.00	0.00	0.00	0.00
Construction/Equipment	15,037,582.77	87,289.23	2,285,144.86	11,160,751.59	1,504,397.09
Contingency	140,697.40	0.00	16,478.18	124,218.31	0.91
Miscellaneous Costs	0.00	0.00	0.00	0.00	0.00
SDWLP Closing Costs	7,000.00	0.00	0.00	0.00	7,000.00
TOTAL	\$15,263,030.17	\$95,518.85	\$2,313,452.15	\$11,342,661.17	\$1,511,398.00
Principal Forgiveness Amount (A)					\$680,130.00
Net SDWLP Loan Amount					\$831,268.00

A = Principal Forgiveness is calculated and awarded up to 45% of the total Eligible Costs for this Project.

City of La Crosse, Wisconsin

Exhibit B

Project 5406-09 Safe Drinking Water Fund Program

Loan Closing Date:

July 8, 2026

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-Nov-26	0.00	2.815%	7,345.06	7,345.06	0.00	7,345.06
1-May-27	31,522.77	2.815%	11,700.10	43,222.87	50,567.93	0.00
1-Nov-27	0.00	2.815%	11,256.41	11,256.41	0.00	54,479.28
1-May-28	32,410.14	2.815%	11,256.41	43,666.55	54,922.96	0.00
1-Nov-28	0.00	2.815%	10,800.24	10,800.24	0.00	54,466.79
1-May-29	33,322.48	2.815%	10,800.24	44,122.72	54,922.96	0.00
1-Nov-29	0.00	2.815%	10,331.23	10,331.23	0.00	54,453.95
1-May-30	34,260.51	2.815%	10,331.23	44,591.74	54,922.97	0.00
1-Nov-30	0.00	2.815%	9,849.01	9,849.01	0.00	54,440.75
1-May-31	35,224.94	2.815%	9,849.01	45,073.95	54,922.96	0.00
1-Nov-31	0.00	2.815%	9,353.22	9,353.22	0.00	54,427.17
1-May-32	36,216.52	2.815%	9,353.22	45,569.74	54,922.96	0.00
1-Nov-32	0.00	2.815%	8,843.47	8,843.47	0.00	54,413.21
1-May-33	37,236.02	2.815%	8,843.47	46,079.49	54,922.96	0.00
1-Nov-33	0.00	2.815%	8,319.38	8,319.38	0.00	54,398.87
1-May-34	38,284.21	2.815%	8,319.38	46,603.59	54,922.97	0.00
1-Nov-34	0.00	2.815%	7,780.53	7,780.53	0.00	54,384.12
1-May-35	39,361.91	2.815%	7,780.53	47,142.44	54,922.97	0.00
1-Nov-35	0.00	2.815%	7,226.51	7,226.51	0.00	54,368.95
1-May-36	40,469.95	2.815%	7,226.51	47,696.46	54,922.97	0.00
1-Nov-36	0.00	2.815%	6,656.89	6,656.89	0.00	54,353.35
1-May-37	41,609.18	2.815%	6,656.89	48,266.07	54,922.96	0.00
1-Nov-37	0.00	2.815%	6,071.24	6,071.24	0.00	54,337.31
1-May-38	42,780.48	2.815%	6,071.24	48,851.72	54,922.96	0.00
1-Nov-38	0.00	2.815%	5,469.11	5,469.11	0.00	54,320.83
1-May-39	43,984.75	2.815%	5,469.11	49,453.86	54,922.97	0.00
1-Nov-39	0.00	2.815%	4,850.02	4,850.02	0.00	54,303.88
1-May-40	45,222.92	2.815%	4,850.02	50,072.94	54,922.96	0.00
1-Nov-40	0.00	2.815%	4,213.51	4,213.51	0.00	54,286.45
1-May-41	46,495.95	2.815%	4,213.51	50,709.46	54,922.97	0.00
1-Nov-41	0.00	2.815%	3,559.08	3,559.08	0.00	54,268.54
1-May-42	47,804.81	2.815%	3,559.08	51,363.89	54,922.97	0.00
1-Nov-42	0.00	2.815%	2,886.23	2,886.23	0.00	54,250.12
1-May-43	49,150.51	2.815%	2,886.23	52,036.74	54,922.97	0.00
1-Nov-43	0.00	2.815%	2,194.43	2,194.43	0.00	54,231.17
1-May-44	50,534.10	2.815%	2,194.43	52,728.53	54,922.96	0.00
1-Nov-44	0.00	2.815%	1,483.17	1,483.17	0.00	54,211.70
1-May-45	51,956.64	2.815%	1,483.17	53,439.81	54,922.98	0.00
1-Nov-45	0.00	2.815%	751.88	751.88	0.00	54,191.69
1-May-46	53,419.21	2.815%	751.88	54,171.09	54,922.97	54,171.09
Totals	831,268.00		262,836.28	1,094,104.28	1,094,104.28	1,094,104.28

Net Interest Rate 2.8150%
 Bond Years 9,336.9891
 Average Life 11.2322

The above schedule assumes full disbursement of the loan on the loan closing date.
 19-May-26 Wisconsin Department of Administration

EXHIBIT C
FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project
Completion and Closeout]**

The undersigned officials of the City of La Crosse (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5406-09 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 5406-09 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

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

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

Dated as of: _____

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

Dated as of: _____

EXHIBIT D
OPERATING CONTRACTS

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

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

Municipality City of La Crosse				Project Number 5406-09	
Project Description Replacement of Watermains on South Avenue					
Are any DBEs expected to be utilized on the project? If yes, list below. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
<i>SAMPLE: ABC Engineering, LLC.</i>	<i>X</i> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	<i>Non-construction</i>	<i>10,000</i>	<i>9,950</i>	<i>WisDOT</i>
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				

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

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

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

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF LA CROSSE
SDWLP Project No. 5406-09

1. Project Description: This Project consists of replacing watermain on South Avenue, from Green Bay Street to Ward Avenue, in the City of La Crosse. The Project was administered by the Wisconsin Department of Transportation (WisDOT) in the year 2022, in conjunction with the WisDOT projects 1641-02-72 and 1641-02-82. The original scope of the WisDOT project involved jacking new watermain under railroad tracks near the Green Bay Street intersection, however, coordination issues resulted in that portion of the Project to be bid separately and then constructed in the year 2023. The WisDOT projects related to the latter portion of the Project are: 1641-02-70, 1641-02-80, and 3700-10-79 (Green Bay Street to 0.16 Miles Easterly).

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

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

2. Ineligible Costs: The overall street project includes sanitary sewer costs, storm sewer costs, and roadway reconstruction costs that are ineligible for SDWLP funding. There are \$13,656,113.32 of ineligible costs associated with this Project.

3. Other Funding Sources: Project costs funded by other sources total \$13,751,632.17.

Source	Amount	Work Covered (costs)
Internal Funding	\$2,313,452.15	Ineligible costs for preliminary and design engineering, construction costs, and change order work.
Internal Funding	\$95,518.85	Eligible costs for preliminary and design engineering, and construction work.
WisDOT	\$11,342,661.17	Ineligible costs for preliminary and design engineering, construction, and change order work.

4. Miscellaneous Costs: There are no Miscellaneous costs associated with this Project.

5. Contingency Allowance: There is no Contingency allowance for this Project because construction has already been completed at the time of this FAA. A base contingency of \$0.91 was included to round total Project costs to a whole dollar.

6. Disadvantaged Business Enterprise (DBE) Good Faith Effort: WisDOT handled all DBE solicitation on behalf of the Municipality for this Project. Wis DOT and Chippewa Concrete Services made good faith efforts through bid advertising and direct solicitation to meet DBE solicitation requirements during

advertising, bidding, and subcontracting. Though several DBEs were utilized for the overall scope of this project, no DBEs performed work on eligible costs for this Project.

7. Green Project Reserve: No GPR elements were identified during the review of this Project.
8. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
9. Environmental Review: WisDOT completed a NEPA-like environmental review for this Project prior to the start of construction resulting in a categorical exclusion. WisDOT's full review fulfilled all environmental review requirements for the SDWLP.
10. Principal Forgiveness: The Municipality is eligible to receive general Principal Forgiveness for this Project in an amount of up to 45% of the total Loan amount, as indicated on the State Fiscal Year 2026 SDWLP Funding List. The SDWLP awards \$680,130.00 in general Principal Forgiveness for the Project through this FAA. The SDWLP will process all disbursements at a rate of 45% Principal Forgiveness, up to the maximum of \$680,130.00.
11. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$1,000,000.00 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

EXHIBIT G
LIST OF FEDERAL LAWS AND AUTHORITIES

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

- Administration of the Clean Air Act and the Federal water Pollution Control Act of 1973, (Executive Order 11738)
 - Section 306 of the Clean Air Act, 42 U.S.C. §7606 et seq.
 - Section 508 of the Clean Water Act, 33 U.S.C. §1368 et seq.
- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Civil Rights Laws
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C §2000d et seq.
 - Section 504 of the Rehabilitation Act of 1973, 29 U.S.C §794
 - The Age Discrimination Act of 1975, 42 U.S.C. §6102 et seq.
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended by Executive Order 12148)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended by Executive Order 12608)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

EXHIBIT H

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

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

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



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0544

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution allocating Sanitary Sewer Utility funds for the New Hagar Sanitary Lift Station project bid in May 2026.

RESOLUTION

WHEREAS, a Capital Improvement Project was previously approved for improvements to the New Hagar Sanitary Lift Station, as part of CIP #2019-206; and

WHEREAS, electrical code changes and the need for improved health and safety features, required an expansion of scope of the project; and

WHEREAS, additional funds are required to award the bid for this critical infrastructure project, and it cannot be reasonably assumed that delaying the bid would result in lower prices for construction; and

WHEREAS, the Utility has been approved for a Clean Water Fund Loan, DNR Project Number 4105-08, for funding of this project; and

WHEREAS, the Utility must advance monies from its funds on hand on an interim basis to pay the costs of the project until funds from the CWFL are disbursed; and

WHEREAS, Section 2-360(c) of the Code of Ordinances states *Unanticipated projects/equipment*. Any Capital Project and Capital Equipment item not previously listed in the adopted Capital Budget requiring immediate funding from the Capital Budget will require a two-thirds vote of the Common Council members present at the meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes use of available funding *from*:

Sanitary Sewer Utility Funds	\$1,000,000
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And allocating those funds *to*:

CIP 2019 #206	\$1,000,000
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BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to take required steps to effectuate and implement this resolution.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0555

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Joint Review Board

File Type: Resolution

Agenda Number:

Resolution declaring certain property at 1552 Kane St (parcel #17-10113-110) as surplus property.

RESOLUTION

WHEREAS, the City of La Crosse owns property at 1552 Kane Street, known as the North Community Library; and

WHEREAS, the Library Board made the decision to close the North Community Library on November 11, 2025, effective June 15, 2026.

WHEREAS, the City amended Ordinance 5354 on December 11, 2025 (File #25-1097) which updated the process of the sale of City-owned land, directing the Planning Department to facilitate the initial surplus resolution and the remainder of the sale process and for the initial resolution to state if a Request For Proposal (RFP) process should be followed for the sale of the property.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby declares this property as surplus.

BE IT FURTHER RESOLVED that the property will be sold through a Request For Proposals (RFP) process facilitated by the Planning Department and overseen by the Economic and Community Development Commission.

BE IT FURTHER RESOLVED that the appropriate City staff are hereby authorized to take any and all steps necessary to effectuate said resolution.



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Staff/Department Responsible for Legislation

Requestor of Legislation

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Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0564

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 900 block of East Avenue South.

RESOLUTION

WHEREAS, a request was received by a property owner with a failing and non-compliant, private sewer lateral in the 900 block of East Avenue South, requiring installation of Sanitary Sewer main; and

WHEREAS, said failure has occurred on a private long-lateral to a residential property in said block causing routine sewage backups, and replacement of the existing private long-lateral would result in greater long-term cost for the owner and would perpetuate a non-compliant case; and

WHEREAS, the existence of private long-laterals (sewer) and long-services (water) in said block is due to the absence of sewer and water mains in said block; and

WHEREAS, installation of new mains, in accordance with Municipal Code and adopted utility policies, requires a project not in the existing year Capital Improvement Project (CIP) Budget; and

WHEREAS, creation of a new project is prudent to timely and efficiently address multiple utility needs for property owners and rate payers; and

WHEREAS, creation of a project requires funding, as approved by the Common Council, with possible sources including, but not limited to, unused capital funds, utility operating funds, unbudgeted utility cash, revolving assessment funds, and assessments to property owners per existing Code; and

WHEREAS, the existing condition of the roadway may necessitate partial or full funding of roadway and surface infrastructure to be paid for by Utilities; and

WHEREAS, the project can be implemented with no new funding required, through the utilization of remaining funds from completed and/or under-budget Capital projects and purchases, and with no increase to borrowing or budgets; and

WHEREAS, it is the best interest of public health, safety, and welfare that such projects and funding be approved for expeditious implementation; and

WHEREAS, Section 2-360(c) of the Code of Ordinances states *Unanticipated projects/equipment*. Any Capital Project and Capital Equipment item not previously listed in the adopted Capital Budget requiring immediate funding from the Capital Budget will require a two-thirds vote of the Common Council members present at the meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby creates and funds a public works project in said block, including adjacent intersections, as necessary, for complete utility systems and replacement of roadway and existing surface infrastructure.

BE IT FURTHER RESOLVED that said project is approved via funding sources and amounts as provided herein:

Water (\$210,000.00):

CIP 24183 (Moore St) (Water)	\$6,593.60
CIP 24134 (Saint James St) (Water)	\$16,440.54
CIP 25883 (Replacement Funds) (Water)	\$69,596.85
CIP 26883 (Replacement Funds) (Water)	\$100,000.00
CIP 24U05 (Well 22) (Water)	\$17,369.01

Sanitary (\$140,000.00):

Sewer Restricted Bond Funds account 6356324 588000	\$140,000.00
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Storm (\$30,000):

CIP 24134 (Saint James) (Storm)	\$1,681.56
CIP 21173 (Causeway Blvd) (Storm)	\$842.66
CIP 24810 (Utility Office Remodel) (Storm)	\$5,342.50
CIP 24423 (Saint Andrew St) (Storm)	\$15,000.00
CIP 23756 (Rose St) (Storm)	\$7,133.28

BE IT FURTHER RESOLVED that said project shall follow routine statutory construction bid processes, public bidding laws, and City of La Crosse policies for any necessary special assessments to property owners for utility improvements.

BE IT FURTHER RESOLVED that the Board of Public Works is hereby authorized to use portions of said funds for purchase of materials or equipment for said construction projects, if required in advance of, or as part of, said projects.

BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to effectuate implementation of this resolution.



CITY OF LA CROSSE

400 La Crosse Street
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LEGISLATION STAFF REPORT FOR COUNCIL

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Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0565

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 700 block of 19th Street South.

RESOLUTION

WHEREAS, a new elementary school is being constructed by the School District of La Crosse in the 900 block of East Avenue South, one block north of the previous site of district offices in the former Hogan Elementary School building; and

WHEREAS, the new building requires new sanitary lateral, water service, and stormwater connections for adequate and compliant utility services and connections, as part of the new building construction and occupancy, per the prior approval of the Design Review Committee process; and

WHEREAS, the residential properties on the east side of said block are serviced by non-compliant private long-laterals (sewer) and long-services (water) in said block due to the absence of sewer and water mains in said block; and

WHEREAS, the nearest available mains, in the block to the south, are not suitable for new connections; and

WHEREAS, installation of new mains, in accordance with Municipal Code and adopted utility policies, requires a project not in the existing year Capital Improvement Project (CIP) Budget; and

WHEREAS, creation of a new project is prudent to timely and efficiently address multiple utility needs for property owners and rate payers, as well as to facilitate the timing of the construction and opening of the new elementary school; and

WHEREAS, creation of a project requires funding, as approved by the Common Council, with possible sources including, but not limited to, unused capital funds, utility operating funds, unbudgeted utility cash, revolving assessment funds, and assessments to property owners per existing Code; and

WHEREAS, the existing condition of the roadway may necessitate partial or full funding of roadway and surface infrastructure to be paid for by Utilities; and

WHEREAS, the project can be utilized with no new funding required, through the utilization of remaining funds from completed and/or under-budget Capital projects and purchases, and with no increase to borrowing or budgets; and

WHEREAS, it is the best interest of public health, safety, and welfare that such projects and funding be approved for expeditious implementation; and

WHEREAS, Section 2-360(c) of the Code of Ordinances states *Unanticipated projects/equipment*. Any Capital Project and Capital Equipment item not previously listed in the adopted Capital Budget requiring immediate funding from the Capital Budget will require a two-thirds vote of the Common Council members present at the meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby creates and funds a public works project in said block, including adjacent intersections, as necessary, for complete utility systems and replacement of roadway and existing surface infrastructure.

BE IT FURTHER RESOLVED that said project is approved via funding sources and amounts as provided herein:

Water (\$170,000.00):

CIP 26436 (Ferry St) (Water)	\$170,000.00
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Sanitary (\$150,000.00):

Sewer Restricted Bond Funds account 6356324 588000	\$150,000
--	-----------

Storm (\$200,000):

CIP 24183 (Moore St) (Storm)	\$70,000.00
CIP 23756 (Rose St) (Storm)	\$15,629.55
CIP 21168 (Pammel Creek) (Storm)	\$46,674.74
CIP 24873 (Highland St) (Storm)	\$67,695.71

BE IT FURTHER RESOLVED that said project shall follow routine statutory construction bid processes, public bidding laws, and City of La Crosse policies for any necessary special assessments to property owners for utility improvements.

BE IT FURTHER RESOLVED that the Board of Public Works is hereby authorized to use portions of said funds for purchase of materials or equipment for said construction projects, if required in advance of, or as part of, said projects.

BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to effectuate implementation of this resolution.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0566

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 1900 block of Market Street.

RESOLUTION

WHEREAS, video inspection of the sanitary main in the 1900 block of Market Street has revealed multiple locations of failing lateral connections into the main, as well as areas of sagging pipe, leading to partially blocked flow in the pipe and likely imminent collapse of the failed lateral connections; and

WHEREAS, the sewer main in said block is an aged clay tile pipe, installed in 1919, at a greater-than-average depth of more than twenty two (22) feet, making new connections or replacement of small sections of main very difficult, as the pipe crumbles when disturbed, resulting in repairs being extremely expensive for owners of sewer laterals and a partial replacement being impractical; and

WHEREAS, replacement of existing mains, in accordance with Municipal Code and adopted utility policies, requires a project not in the existing year Capital Improvement Project (CIP) Budget; and

WHEREAS, creation of a new project is prudent to timely and efficiently address multiple utility needs for property owners and rate payers; and

WHEREAS, creation of a project requires funding, as approved by the Common Council, with possible sources including, but not limited to, unused capital funds, utility operating funds, unbudgeted utility cash, revolving assessment funds, and assessments to property owners per existing Code; and

WHEREAS, the existing condition of the roadway may necessitate partial or full funding of roadway and surface infrastructure to be paid for by Utilities; and

WHEREAS, the project can be utilized with no new funding required, through the utilization of remaining funds from completed and/or under-budget Capital projects and purchases, and with no increase to borrowing or departmental budgets needed; and

WHEREAS, it is the best interest of public health, safety, and welfare that such projects and funding be approved for expeditious implementation; and

WHEREAS, Section 2-360(c) of the Code of Ordinances states *Unanticipated projects/equipment*. Any Capital Project and Capital Equipment item not previously listed in the adopted Capital Budget requiring immediate funding from the Capital Budget will require a two-thirds vote of the Common Council members present at the meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby creates and funds a public works project in said block, including adjacent intersections, as necessary, for complete utility systems and replacement of roadway and existing surface infrastructure.

BE IT FURTHER RESOLVED that said project is approved via funding sources and amounts as provided herein:

Water (\$280,000.00):

CIP 26436 (Ferry St) (Water)	\$12,667.65
Water Restricted Bond Funds account 640 101101 P1280	\$267,332.35

Sanitary (\$270,000.00):

Sewer Restricted Bond Funds account 6356324 588000	\$222,189.92
CIP 24169 (21 st Street N) (Sewer)	\$47,810.08

Storm (\$0.00):

(Storm)	\$0.00
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BE IT FURTHER RESOLVED that said project shall follow routine statutory construction bid processes, public bidding laws, and City of La Crosse policies for any necessary special assessments to property owners for utility improvements.

BE IT FURTHER RESOLVED that the Board of Public Works is hereby authorized to use portions of said funds for purchase of materials or equipment for said construction projects, if required in advance of, or as part of, said projects.

BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to effectuate implementation of this resolution.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
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www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0567

Agenda Date: 6/4/2026

Version: 1

Status: Agenda Ready

In Control: City Plan Commission

File Type: Resolution

Agenda Number:

Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 3300-3500 blocks of Levy Lane.

RESOLUTION

WHEREAS, a history of private developer actions resulted in all 18 properties (9 “twindo” structures) with footage fronting the south side of Levy Lane having utility connections not compliant with Public Service Commission or City of La Crosse requirements; and

WHEREAS, the originally proposed development (and mains) from approximately 2004, included duplexes, which would have been an allowable utility configuration; and

WHEREAS, a change by the developer resulted in splitting the original 9 platted properties, via new property lines through the structures, into 18 separate properties, with different owners and utility accounts; and

WHEREAS, each property and account must have independence for accounting, service, and shut-off for water, per the PSC; and

WHEREAS, each property and account must have independence for accounting, service, and discontinuance for sanitary, per the City of La Crosse; and

WHEREAS, sales or repairs have revealed this scenario and created challenges for corrections, updates, or repairs to be consistent across all properties, rather than an arbitrary or piecemeal approach, due to utility conflicts and roadway patching associated with individual service replacements; and

WHEREAS, the full replacement and repaving is in the best interest of the residents and users of the street, to minimize impacts and have more efficient and consistent replacements done at the same at an overall lower cost; and

WHEREAS, creation of a new project is prudent to timely and efficiently address multiple utility needs for property owners and rate payers; and

WHEREAS, creation of a project requires funding, as approved by the Common Council, with possible sources including, but not limited to, unused capital funds, utility operating funds, unbudgeted utility cash, revolving assessment funds, and assessments to property owners per existing Code; and

WHEREAS, the existing condition of the roadway may necessitate partial or full funding of roadway and surface infrastructure to be paid for by Utilities; and

WHEREAS, the project can be utilized with no new funding required, through the utilization of remaining funds from completed and/or under-budget Capital projects and purchases, and with no increase to borrowing or budgets needed; and

WHEREAS, it is the best interest of public health, safety, and welfare that such projects and funding be approved for expeditious implementation; and

WHEREAS, Section 2-360(c) of the Code of Ordinances states *Unanticipated projects/equipment*. Any Capital Project and Capital Equipment item not previously listed in the adopted Capital Budget requiring immediate funding from the Capital Budget will require a two-thirds vote of the Common Council members present at the meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby creates and funds a public works project in said block, including adjacent intersections, as necessary, for complete utility systems and replacement of roadway and existing surface infrastructure.

BE IT FURTHER RESOLVED that said project is approved via funding sources and amounts as provided herein:

Water (\$90,000.00):

CIP 24U05 (Well 22) (Water)	\$9,694.16
CIP 26911 (Island St) (Water)	\$80,305.84

Sanitary (\$490,000.00):

CIP 24169 (21 st St N) (Sanitary)	\$46,685.99
CIP 26436 (Ferry St) (Sanitary)	\$80,000.00
CIP 26159 (Vine St) (Sanitary)	\$75,000.00
CIP 26999 (Saint Andrew) (Sanitary)	\$125,000.00
CIP 26997 (Liberty St) (Sanitary)	\$130,000.00
CIP 26000 (Saint Cloud St) (Sanitary)	\$33,314.01

Storm (\$80,000):

CIP 24873 (Highland St) (Storm)	\$27,304.29
CIP 24425 (7 th St S) (Storm)	\$52,695.71

BE IT FURTHER RESOLVED that said project shall follow routine statutory construction bid processes, public bidding laws, and City of La Crosse policies for any necessary special assessments to property owners for utility improvements.

BE IT FURTHER RESOLVED that the Board of Public Works is hereby authorized to use portions of said funds for purchase of materials or equipment for said construction projects, if required in advance of, or as part of, said projects.

BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to effectuate implementation of this resolution.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0570

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution to replace existing public refuse and recycling bins in the Historic Downtown and Old Towne North area.

AMENDED RESOLUTION

WHEREAS, the City of La Crosse previously installed bins in the public right-of-way for the disposal and collection of refuse and recyclable items as part of streetscape projects in both the Historic Downtown and Old Towne North area; and

WHEREAS, said bins are beyond their useful life, with most needing repair due to damage or routine use, and many needing to be remounted to the hardscape surfaces; and

WHEREAS, the style and appearance can be matched reasonably well with modern replacements, with the lowest costs available when all are replaced at once, installed by City crews during routine operations; and

WHEREAS, the City has installed 56 garbage bins and 12 recycling bins in the Historic Downtown, and 7 garbage bins and 3 recycling bins in the Old Towne North area; and

WHEREAS, all bins are serviced via an annual service agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the use of the funds noted below, for the purchase and delivery of replacement of bins, described herein, by Street Department and Refuse & Recycling staff.

TID 11	\$50,000.00
Street Department Operating Budget (Garbage Services Fund)	\$ 8,000.00 <u>10,000.00</u>

BE IT FURTHER RESOLVED that the Board of Public Works is hereby authorized to approve final quotes for purchase.

BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to effectuate implementation of this resolution.

Resolution to replace existing public refuse and recycling bins in the Historic Downtown and Old Towne North area.

RESOLUTION

WHEREAS, the City of La Crosse previously installed bins in the public right-of-way for the disposal and collection of refuse and recyclable items as part of streetscape projects in both the Historic Downtown and Old Towne North area; and

WHEREAS, said bins are beyond their useful life, with most needing repair due to damage or routine use, and many needing to be remounted to the hardscape surfaces; and

WHEREAS, the style and appearance can be matched reasonably well with modern replacements, with the lowest costs available when all are replaced at once, installed by City crews during routine operations; and

WHEREAS, the City has installed 56 garbage bins and 12 recycling bins in the Historic Downtown, and 7 garbage bins and 3 recycling bins in the Old Towne North area; and

WHEREAS, all bins are serviced via an annual service agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the use of the funds noted below, for the purchase and delivery of replacement of bins, described herein, by Street Department and Refuse & Recycling staff.

TID 11	\$50,000.00
Street Department Operating Budget (Garbage Services Fund)	\$8,000.00

BE IT FURTHER RESOLVED that the Board of Public Works is hereby authorized to approve final quotes for purchase.

BE IT FURTHER RESOLVED that City departments and staff are hereby authorized to effectuate implementation of this resolution.



CITY OF LA CROSSE

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Staff Recommendation

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Advanced Plumbing Systems 1416 Caledonia St., La Crosse, WI 54603	Estimate Number	FINAL #1 June
Contract	1024-1027 9th St S Non-Compliant Lateral Separation	Resolution Number	
Date	July-26	Contingency Amount	
EDF #	26-035.02	Contract Amount	\$27,890.00
Job Number	AGRE-26-11		

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
			Current Payment is for 2026 Work				
Total Completed							\$25,390.00
Less 0% Retainage							\$0.00
Amount due on Contract of total amount of work to date:							\$25,390.00

Signed by: 5/26/2026

Audited *David Tauscher*20.....
B7509F2EE0F24E5...

COMPROLLER *Chadwick Hawkins*
A93F306A40954A6...

Total Previous Estimates \$0.00
 Estimate No. #1 June \$25,390.00

RESOLUTION

RESOLVED: That an order be drawn in favor of Advanced Plumbing Systems..... for the sum of **\$25,390.00**
 the same being payment of the estimate for the 1024-1027 9th St S Non-Compliant Lateral Separation

Respectfully Submitted,
 COUNCIL COMMITTEE

APPROVED BY BOARD OF PUBLIC WORKS

TO FUNDING SOURCE:

City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

PROJECT:

HIGHLAND ST - DEAD END W TO 26TH ST
La Crosse, Wisconsin 54601

APPLICATION NO: 5

INVOICE NO: 5-May 2026 FINAL

PERIOD: 05/01/26 - 05/30/26

PROJECT NO: 25-024

FROM CONTRACTOR:

Fowler & Hammer, Inc.
313 Monitor Street
La Crosse, Wisconsin 54603

VIA ARCHITECT/ENGINEER:

Yuri Nasonovs (City of La Crosse)
400 La Crosse St
La Crosse, Wisconsin 54601

CONTRACT DATE:

CONTRACT FOR: Res. 25-0265

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$197,566.10
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$197,566.10
4. Total completed and stored to date (Column G on detail sheet)	\$196,831.35
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$196,831.35
7. Less previous certificates for payment (Line 6 from prior certificate)	\$187,677.88
8. Current payment due:	\$9,153.47
9. Balance to finish, including retainage (Line 3 less Line 6)	\$734.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Funding Source:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Funding Source, and that current payments shown herein is now due.

CONTRACTOR: Fowler & Hammer, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Funding Source that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$9,153.47

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

DocuSigned by:

By:  _____ Date: 5/26/2026

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Funding Source or Contractor under this Contract.

A		B		C			D		E		F		G			H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)		TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE	
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	% (G / C)			
1 CIP-873 - CIP #873																	
	1.1 BOR - Borrowed			\$124,980.12		\$111,722.08		\$4,341.20		\$0.00		\$116,063.28	92.87%	\$8,916.84	\$0.00		
	1.2 SAN - Sanitary Sewer Utility			\$72,585.98		\$80,768.07		\$0.00		\$0.00		\$80,768.07	111.27%	(\$8,182.09)	\$0.00		
CIP-873 - CIP #873 Subtotals				\$197,566.10		\$192,490.15		\$4,341.20		\$0.00		\$196,831.35	99.63%	\$734.75	\$0.00		
Grand Totals				\$197,566.10		\$192,490.15		\$4,341.20		\$0.00		\$196,831.35	99.63%	\$734.75	\$0.00		

5/27/2026

Signed by:

 B7509F2EE0F24E5...
 AUDITOR

Signed by:

 A93F306A40954A6...
 COMPTROLLER

TO FUNDING SOURCE:

City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

PROJECT:

28th St S - Lincoln Ave to Ward Ave
La Crosse, Wisconsin 54601

APPLICATION NO: 5

INVOICE NO: 5-May 2026 FINAL

PERIOD: 05/01/26 - 05/31/26

PROJECT NO: 25-025

FROM CONTRACTOR:

Fowler & Hammer, Inc.
313 Monitor Street
La Crosse, Wisconsin 54603

VIA ARCHITECT/ENGINEER:

Yuri Nasonovs (City of La Crosse)
400 La Crosse St
La Crosse, Wisconsin 54601

CONTRACT DATE:

CONTRACT FOR: 25-0266

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$121,224.51
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$121,224.51
4. Total completed and stored to date (Column G on detail sheet)	\$133,477.28
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$133,477.28
7. Less previous certificates for payment (Line 6 from prior certificate)	\$124,487.19
8. Current payment due:	\$8,990.09
9. Balance to finish, including retainage (Line 3 less Line 6)	\$(12,252.77)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Funding Source:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Funding Source, and that current payments shown herein is now due.

CONTRACTOR: Fowler & Hammer, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Funding Source that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$8,990.09

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

DocuSigned by:

By:  _____ Date: 5/26/2026

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Funding Source or Contractor under this Contract.

A		B		C			D		E		F		G			H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)		TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE	
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	QTY	VALUE	% (G / C)			
1 CIP-430 - CIP #430																	
	1.1	TID15 - TIF 15			\$107,605.40		\$113,336.41		\$5,798.10		\$0.00		\$119,134.51	110.71%	(\$11,529.11)	\$0.00	
	1.2	SAN - Sanitary Sewer Utility			\$13,619.11		\$14,342.77		\$0.00		\$0.00		\$14,342.77	105.31%	(\$723.66)	\$0.00	
CIP-430 - CIP #430 Subtotals					\$121,224.51		\$127,679.18		\$5,798.10		\$0.00		\$133,477.28	110.11%	(\$12,252.77)	\$0.00	
Grand Totals					\$121,224.51		\$127,679.18		\$5,798.10		\$0.00		\$133,477.28	110.11%	(\$12,252.77)	\$0.00	

5/27/2026

Signed by:

 B7509F2EE0F24E5...
 AUDITOR

Signed by:

 A93F306A40954A6...
 COMPTROLLER

BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

Contractor	Forward Space LLC 8632 Solution Center, Chicago, IL 60677-8006	Estimate Number	FINAL #2 May
Contract	La Crosse Public Library Interior Renovation - Library Furnishings	Resolution Number	
Date	May-26	Contingency Amount	
EDF #	25-056.02	Contract Amount	\$20,544.98
Job Number	BLDG-26-23		

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
			Current Payment is for 2026 Work				
Total Completed							\$20,544.98
Less 0% Retainage							\$0.00
Amount due on Contract of total amount of work to date:							\$20,544.98

Signed by: _____ 5/27/2026 _____ 20_____

Audited *David Tauscher*
B7509F2EE0F2...E5... Signed by:

COMPROLLER *Chadwick Hawkins*
A93F306A40954A6...

Total Previous Estimates \$6,163.50
Estimate No. #2 May \$14,381.48

RESOLUTION

RESOLVED: That an order be drawn in favor of Forward Space LLC..... for the sum of **\$14,381.48**
the same being payment of the estimate for the La Crosse Public Library Interior Renovation - Library Furnishings

Respectfully Submitted,
COUNCIL COMMITTEE

APPROVED BY BOARD OF PUBLIC WORKS

