



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Finance & Personnel Committee

Thursday, June 4, 2026

6:00 PM

Council Chambers
City Hall, First Floor

This meeting is open for in-person attendance and will also be available through video conferencing via the Zoom Link below.

<https://us06web.zoom.us/j/83740970570?pwd=YkY0WFILSmZnWkFzeDFqZ2RjOTN4Zz09>

Passcode: CC2026 | Meeting ID: 83740970570 | Call In (audio only): +13126266799,

Public comment is limited to agenda items; statements shall be restricted to the subject matter. If you wish to speak on an agenda item, please register in advance:

- Register online at <https://www.cityoflacrosse.org/city-services/meeting-registration>
- Contact the City Clerk's Office no later than 4:00p on the day of the meeting, with the following information: name, municipality of residence, if you are representing an organization or a person other than yourself at the meeting, and if you are speaking in favor, opposition or neutral.
- Sign up in person no less than ten (10) minutes before the start of the meeting.

If attending virtual and you wish to speak, contact the City Clerk's Office and we will provide you with the information necessary to join the meeting. Call 608-789-7510 or email cityclerk@cityoflacrosse.org.

Public hearings shall be limited to 30 minutes when there are opposing viewpoints from the public. In the absence of opposing viewpoints, public hearings are limited to 15 minutes. Individual speakers shall speak no more than three (3) minutes unless waived by the Chair or a majority of the committee.

Members of the public who would like to provide written comments on any agenda may do so by emailing cityclerk@cityoflacrosse.org or mailing to City Clerk, 400 La Crosse Street, La Crosse WI 54601.

Call To Order

Roll Call

Agenda Items:

NEW BUSINESS

[26-0481](#)

Resolution amending Appendix C Fee Schedule regarding sign permits under Subsections 111-36 of the La Crosse Municipal Code.

Sponsors: Goggin

[26-0485](#)

Resolution approving contract with the La Crosse Tribune as the official newspaper for the City's council proceedings and legal notices.

Sponsors: Washington-Spivey

- [26-0495](#) Resolution approving 2025 Compliance Annual Report (CMAR) for the Isle La Plume Wastewater Treatment Facility.
Sponsors: Newberry
- [26-0535](#) Resolution Amending the Capital Improvement Project Budget to Add Forest Hills Storage Facility.
Sponsors: Sleznikow
- [26-0538](#) Resolution appropriating Tax Incremental District (TID) 11 funds to the Washburn Neighborhood Boulevard Improvements and Community Garden Development.
Sponsors: Mindel and Dickinson
- [26-0540](#) Resolution appropriating Utility funds for utility design as part of the WisDOT reconstruction project 5221-09-72, STH 35 (West Ave) from Barlow to Johnson St and 5221-09-74, STH 35 (Lang Dr) from La Crosse St to Monitor St.
Sponsors: Mindel
- [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.
Sponsors: Padesky
- [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.
Sponsors: Washington-Spivey
- [26-0544](#) Resolution allocating Sanitary Sewer Utility funds for the New Hagar Sanitary Lift Station project bid in May 2026.
Sponsors: Padesky
- [26-0555](#) Resolution declaring certain property at 1552 Kane St (parcel #17-10113-110) as surplus property.
Sponsors: Washington-Spivey
- [26-0559](#) Resolution reallocating remaining 2022 Capital Improvement Budget funds for Station #1 window replacement.
Sponsors: Newberry
- [26-0564](#) Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 900 block of East Avenue South.
Sponsors: Padesky

- [26-0565](#) Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 700 block of 19th Street South.
Sponsors: Padesky
- [26-0566](#) Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 1700 block of Market Street.
Sponsors: Padesky
- [26-0567](#) Resolution creating and re-allocating existing, unspent funds for new Capital Improvement project in the 3300-3500 blocks of Levy Lane.
Sponsors: Northwood
- [26-0570](#) Resolution to replace existing public refuse and recycling bins in the Historic Downtown and Old Towne North area.
Sponsors: Dickinson
- [26-0001](#) Collective Bargaining Update.
(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committees and/or Council may reconvene in open session.)
F&P Item Only, unless otherwise directed.

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.

Finance & Personnel Members:

Erin Goggin, Barb Janssen, Larry Sleznikow, Chris Kahlow, Aron Newberry, Rosanne Northwood



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0481

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution amending Appendix C Fee Schedule regarding sign permits under Subsections 111-36 of the La Crosse Municipal Code.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the following changes to Appendix C effective upon adoption by the Common Council.

Section	License/Fee	Date Last Changed	Fee
111-36	Signs permits: Off-premises signage: Annual permit fee - per face	2025	\$75.00 <u>\$50.00</u>

BE IT FURTHER RESOLVED that all other fees included within Appendix C remain unchanged.

BE IT FURTHER RESOLVED that 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: 26-0485

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving contract with the La Crosse Tribune as the official newspaper for the City's council proceedings and legal notices.

RESOLUTION

WHEREAS, the City of La Crosse advertised for bids pursuant to sec. 985.06, Wis. Stats., for the contract as the official newspaper for the City's council proceedings and legal notices, and

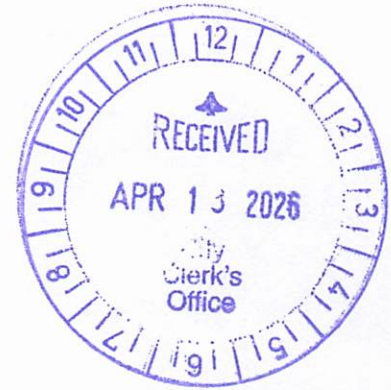
WHEREAS, the sole bid received was from The La Crosse Tribune, and

WHEREAS, both bids received from The La Crosse Tribune contained the following rates:

	Bid 8/1/26- 7/31/27	Current Rates	State Certified Rates
1 st insertion (typesetting, formatting, proofreading, and publication)	1.0157	1.0157	1.0728
Additional insertions	.8024	.8024	.8474

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that the bid of The La Crosse Tribune as the official newspaper of the City of La Crosse shall be accepted as submitted in its bid.

BE IT FURTHER RESOLVED that the City Clerk is authorized to execute any and all documents to effectuate the same.



April 10, 2026

Nikki M. Elsen, WCMC
City Clerk
400 La Crosse St.
La Crosse, WI 54601

BID: City of La Crosse legal notices

Dear Nikki,

Thank you for the opportunity to continue as the official newspaper for the City of La Crosse. Our bid includes the rate for the City's legal notices. Below is a summary of our current and proposed legal rates.

Our submitted bid below is for the following:

- B. The City's legal notices

	Bid 8/1/26-7/31/27	Current Rates	State Certified Rates
First insertion	1.0157	1.0157	1.0728
Additional Insertions	.8024	.8024	.8474

Facsimile Ballots will be at the current state certified rate at time of publication. Deadline for the publication of legal notices in the La Crosse Tribune is 3 working days prior to publication.

The City of La Crosse is not prohibited from ordering legal advertising to be published in non-legal fonts and formats. These ads and all other types of advertising for the City of La Crosse with River Valley Newspaper Group will be billed at rates earned under a total dollar volume agreement for the coming year. This agreement effectively discounts your base Display and Classified Display advertising rate as well as in-column classified line ads. We will provide additional discounts based on ad frequency, size and publication day when applicable.

Please note that official bid requests or similar business should be submitted to Heather Jones (heather.jones@lee.net) and Joy Monopoli (joy.monopoli@lee.net). Legal notices should be sent to rivervalley.legals@lee.net.

If you have any questions, please feel free to call me 608-791-8300.

Thank you for your business.

Sincerely,

Paul Pehler
Director of Advertising
River Valley Newspaper Group
608-791-8300



April 10, 2026

Nikki M. Elsen, WCMC
 City Clerk
 400 La Crosse St.
 La Crosse, WI 54601

BID: City of La Crosse Common Council

Dear Nikki,

Thank you for the opportunity to continue as the official newspaper for the City of La Crosse. Our bid includes the rate for Common Council proceedings. Below is a summary of our current and proposed legal rates.

Our submitted bid below is for the following:

- A. The Common Council proceedings

	Bid 8/1/26-7/31/27	Current Rates	State Certified Rates
First insertion	1.0157	1.0157	1.0728
Additional Insertions	.8024	.8024	.8474

Facsimile Ballots will be at the current state certified rate at time of publication. Deadline for the publication of legal notices in the La Crosse Tribune is 3 working days prior to publication.

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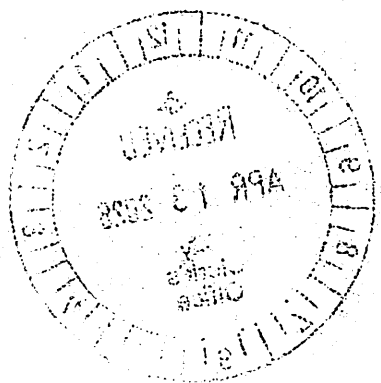
Please note that official bid requests or similar business should be submitted to Heather Jones (heather.jones@lee.net) and Joy Monopoli (joy.monopoli@lee.net). Legal notices should be sent to rivervalley.legals@lee.net.

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Sincerely,

Paul Pehler
 Director of Advertising
 River Valley Newspaper Group
 608-791-8300



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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: 26-0495

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution approving 2025 Compliance Maintenance Annual Report (CMAR) for the Isle La Plume Wastewater Treatment Facility.

RESOLUTION

WHEREAS the Wisconsin Department of Natural Resources requires that municipal wastewater facilities submit annual reports summarizing performances of their facilities for the prior year.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves the attached 2025 Compliance Maintenance Annual Report for the Isle La Plume wastewater treatment facility.

BE IT FURTHER RESOLVED that the appropriate City officials are authorized to submit the same to the Wisconsin Department of Natural Resources to comply with the requirements of the State.

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/6/2026 **2025**

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	10.5129	x	594	x	8.34	=	52,072
February	11.3904	x	550	x	8.34	=	52,208
March	10.2355	x	540	x	8.34	=	46,078
April	11.1567	x	643	x	8.34	=	59,817
May	11.2453	x	467	x	8.34	=	43,761
June	10.0443	x	437	x	8.34	=	36,584
July	9.8078	x	357	x	8.34	=	29,168
August	10.1449	x	483	x	8.34	=	40,858
September	10.2872	x	514	x	8.34	=	44,085
October	9.9848	x	595	x	8.34	=	49,521
November	9.3895	x	481	x	8.34	=	37,698
December	8.6614	x	464	x	8.34	=	33,486

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	20	x	90	=	18
		x	100	=	20
Design BOD, lbs/day	29793	x	90	=	26813.7
		x	100	=	29793

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	1	2
February	1	0	0	1	2
March	1	0	0	1	2
April	1	0	0	1	2
May	1	0	0	1	2
June	1	0	0	1	2
July	1	0	0	1	0
August	1	0	0	1	2
September	1	0	0	1	2
October	1	0	0	1	2
November	1	0	0	1	2
December	1	0	0	1	2
Points per each		2	1	3	2
Exceedances		0	0	12	11
Points		0	0	36	22
Total Number of Points					58

58

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/6/2026 2025

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?
● Yes Enter last calibration date (MM/DD/YYYY)

2025-09-24

○ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

● Yes

○ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

● Yes

○ No

If Yes, please explain:

Reporting from 1 commercial Industry.

FOG from 3 commercial industries.

Debris from 1 correctional facility.

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

● Yes

● Yes

● Yes

○ No

○ No

○ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

● Yes 1,291,185 gallons

○ No

Holding Tanks

● Yes 1,915,526 gallons

○ No

Grease Traps

● Yes 1,550,245 gallons

○ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

We sampled trucked waste at random on a quarterly basis to maintain baselines for those waste streams. We also require sampling for any new waste stream to be hauled in. We now have a new grease receiving station to minimize former operational issues.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/6/2026 **2025**

<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If yes, describe the situation and your community's response.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?</p> <p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div style="border: 1px solid black; padding: 5px;">Leachate received from La Crosse County Landfill Solid Waste via the collection system. We receive a waste profile from this facility.</div>

Total Points Generated	58
Score (100 - Total Points Generated)	42
Section Grade	F

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/6/2026 **2025**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	6	1	0	0
February	25	22.5	5	1	0	0
March	25	22.5	4	1	0	0
April	25	22.5	5	1	0	0
May	25	22.5	8	1	0	0
June	25	22.5	2	1	0	0
July	25	22.5	3	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	2	1	0	0
October	25	22.5	1	1	0	0
November	25	22.5	0	1	0	0
December	25	22.5	0	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- Yes

Enter last calibration date (MM/DD/YYYY)

2025-09-24

- No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

We experienced some unavoidable operational disruptions due to learning and optimizing equipment installed in the facility upgrade.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- Yes

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/6/2026 **2025**

No
 If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?
 Yes
 No
 If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?
 Yes
 No
 N/A
 Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/6/2026 **2025**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	9	1	0	0
February	30	27	15	1	0	0
March	30	27	8	1	0	0
April	30	27	9	1	0	0
May	30	27	14	1	0	0
June	30	27	5	1	0	0
July	30	27	6	1	0	0
August	30	27	5	1	0	0
September	30	27	5	1	0	0
October	30	27	4	1	0	0
November	30	27	3	1	0	0
December	30	27	5	1	0	0

0

* Equals limit if limit is <= 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:	7	3	
Exceedances	0	0	
Points	0	0	
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/6/2026 **2025**

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January	108	108	1.5	0	2.16		1.1	1.19	0
February	108	108	5.448	0	1.03	.97	19.32	.47	0
March	108	108	.215	0	.04	.29	.03	.5	0
April	108	108	6.498	0	15.25	.18		1.62	0
May	108	108	20.332	0		3.11	30.04	41.91	0
June	108	108	11.863	0	16.09	15.12	11.25	4.99	0
July	108	108	3.31	0	.71	.85	3.81	7.87	0
August	108	108	1.683	0	3.81	.12	1.89	.91	0
September	108	108	7.696	0	1.93	26.8	4.64	2.555	0
October	108	108	9.858	0	4.67	5	7.72		0
November	108	108	7.933	0	16.38	11.39	3.12	.84	0
December	108	108	9.034	0	8.315		25.04	1.75	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/6/2026 **2025**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.3	0.732	1	1
February	.3	0.665	1	1
March	.3	0.350	1	1
April	.3	0.394	1	1
May	.3	0.896	1	1
June	.3	0.112	1	0
July	.3	0.139	1	0
August	.3	0.112	1	0
September	.3	0.096	1	0
October	.3	0.059	1	0
November	.3	0.069	1	0
December	.3	0.092	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				5
Total Number of Points				50

50

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Disc Filter startup for effluent compliance was delayed by contractor schedule until January 2025 and optimization was delayed until May 2025. These issues were due to trying to dial in the new effluent disc filters. Vendor assistance was weak and it took some time for our staff to figure out the best operational methods.

Total Points Generated	50
Score (100 - Total Points Generated)	50
Section Grade	F

Compliance Maintenance Annual Report

La Crosse City

Last Updated: Reporting For:
5/6/2026 **2025**

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

6046.3 acres

2.1.2 How many acres did you use?

1545.8 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - CLASS B CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	0		<2.51		0		0		0		0			0	0
Cadmium		39	85	0		.651		0		0		0		0			0	0
Copper		1500	4300	0		537		0		0		0		0			0	0
Lead		300	840	0		17.1		0		0		0		0			0	0
Mercury		17	57	0		<.522		0		0		0		0			0	0
Molybdenum	60		75	0		7.24		0		0		0		0		0		0
Nickel	336		420	0		28.1		0		0		0		0		0		0
Selenium	80		100	0		<2.48		0		0		0		0		0		0
Zinc		2800	7500	0		540		0		0		0		0			0	0

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Outfall No. 003 - CLASS B LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	<14.4		<5.43		<3.37		<4.92		6.02		<3.37			0	0
Cadmium		39	85	<.665		.48		.659		.266		.39		.659			0	0
Copper		1500	4300	768		665		708		636		663		708			0	0
Lead		300	840	12.9		10.7		13.7		14		14.5		13.7			0	0
Mercury		17	57	<2.44		<1.85		<1.15		<1.67		2.05		<1.15			0	0
Molybdenum	60		75	21.7		14.1		15.7		11.9		13.9		15.7		0		0
Nickel	336		420	24.8		27.2		31.5		31.8		40.1		31.5		0		0
Selenium	80		100	<14.2		<5.36		<3.33		<4.86		5.95		<3.33		0		0
Zinc		2800	7500	789		727		646		645		705		646			0	0

Outfall No. 010 - CLASS B LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	0		0		0		0		0		0			0	0
Cadmium		39	85	0		0		0		0		0		0			0	0
Copper		1500	4300	0		0		0		0		0		0			0	0
Lead		300	840	0		0		0		0		0		0			0	0
Mercury		17	57	0		0		0		0		0		0			0	0
Molybdenum	60		75	0		0		0		0		0		0		0		0
Nickel	336		420	0		0		0		0		0		0		0		0
Selenium	80		100	0		0		0		0		0		0		0		0
Zinc		2800	7500	0		0		0		0		0		0			0	0

0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

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Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2025 - 04/30/2025
Density:	119,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Geometric Mean of 7 discreet samples of cake sludge from storage bldg. for fecal coliform testing. Sludge origination is same as outfall 003 except it is dewatered through belt feed press.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2025 - 02/28/2025
Density:	3,090
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Sludge is heated to 95 degrees at all times and well mixed to meet vector attraction.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2025 - 12/31/2025
Density:	2
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Sludge is heated to 95 degrees at all times and well mixed to meet vector attraction

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Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2025 - 04/30/2025
Density:	47,600
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Geometric Mean of 7 days of fecal coliform testing, Digested sludge is heated to 95 degrees for >20 days.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2025 - 06/30/2025
Density:	47,600
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Sludge is heated to 95 degrees at all times and well mixed to meet vector attraction.

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2025 - 08/31/2025
Density:	403
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Sludge is heated to 95 degrees at all times and well mixed to meet vector attraction.

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Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2025 - 10/31/2025
Density:	1,353
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Sludge is heated to 95 degrees at all times and well mixed to meet vector attraction

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2025 - 12/31/2025
Density:	1,353
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Sludge is heated to 95 degrees at all times and well mixed to meet vector attraction.

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

- Yes (40 Points)
- No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Method Date:	03/26/2025
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	60.7

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Outfall Number:	003
Method Date:	01/31/2025
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	60.5

Outfall Number:	003
Method Date:	04/01/2025
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	59.6

Outfall Number:	003
Method Date:	03/04/2025
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	60.8

Outfall Number:	003
Method Date:	06/01/2025
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	60.4

Outfall Number:	003
Method Date:	07/08/2025
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	62.4

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Outfall Number:	003		
Method Date:	09/09/2025		
Option Used To Satisfy Requirement:	Volatile Solids Reduction		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>=38		
Results (if applicable):	61.3		
Outfall Number:	003		
Method Date:	11/10/2025		
Option Used To Satisfy Requirement:	Volatile Solids Reduction		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>=38		
Results (if applicable):	60.4		
5.2 Was the limit exceeded or the process criteria not met at the time of land application?			
<input type="radio"/> Yes (40 Points) <input checked="" type="radio"/> No If yes, what action was taken? <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>			
6. Biosolids Storage			
6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?			
<input checked="" type="radio"/> >= 180 days (0 Points) <input type="radio"/> 150 - 179 days (10 Points) <input type="radio"/> 120 - 149 days (20 Points) <input type="radio"/> 90 - 119 days (30 Points) <input type="radio"/> < 90 days (40 Points) <input type="radio"/> N/A (0 Points) 6.2 If you checked N/A above, explain why. <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>			
7. Issues			
7.1 Describe any outstanding biosolids issues with treatment, use or overall management:			
<div style="border: 1px solid black; padding: 5px;"> We are still working with vendors and outside consultants to resolve odor control equipment concerns. </div>			

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/>○ No (40 points) <input type="checkbox"/><input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system○ Computer system● Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">○ Excellent● Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

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The La Crosse WWTP is an older facility but we have a significant amount of new and upgraded equipment from the facility project. We also added an additional

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

JARED R GREENO

Certification No:

31667

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP		OIC	
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	X	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- Yes
- No
- N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- Yes
- No
- N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff

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<input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) If "None of the above" is selected, please explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0
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<p>4. Continuing Education Credits</p> <p>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</p> <p>OIT and Basic Certification:</p> <ul style="list-style-type: none"> <input type="radio"/> Averaging 6 or more CECs per year. <input type="radio"/> Averaging less than 6 CECs per year. <p>Advanced Certification:</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Averaging 8 or more CECs per year. <input type="radio"/> Averaging less than 8 CECs per year. 	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Jared Greeno"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="608-789-7322"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="greenoja@cityoflacrosse.org"/></p>													
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2025"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0												
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>													
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2025"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>													
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 150px;" type="text" value="2,416,954.58"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="2,416,954.58"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="575,000.00"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="2,416,954.58"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="2,416,954.58"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 150px;" type="text" value="575,000.00"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="2,416,954.58"/>											
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>											
3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="2,416,954.58"/>											
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 150px;" type="text" value="575,000.00"/>											

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,991,954.58

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 2,991,954.58

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sanitary lift station rehabilitation	\$1,200,000	2026
2	Repair/rehab sanitary sewer collection system	\$500,000	2025
3	Sanitary lift station rehabilitation	\$710,000	2026
4	Repair/rehab sanitary sewer collection system	\$500,000	2026
5	Treatment plant facility, add an additional ferric chloride storage tank.	\$350,000	2027
6	Repair/rehab sanitary sewer collection system	\$1,370,000	2025
7	Sanitary lift station rehabilitation	\$100,000	2027
8	Sanitary lift station electrical and control upgrades	\$800,000	2027
9	Sanitary lift station electrical and control upgrades	\$800,000	2028
10	Wastewater Treatment Facility-Replace UV system	\$7,500,000	2027
11	Repair/rehab sanitary sewer collection system	\$500,000	2028
12	Sanitary Sewer Utility Casting and Manhole Replacement	\$100,000	2025
13	Sanitary Sewer Utility Casting and Manhole Replacement	\$100,000	2026
14	Sanitary Sewer Utility Casting and Manhole Replacement	\$100,000	2027
15	Sanitary Sewer Utility Casting and Manhole Replacement	\$100,000	2028
16	Force Main Locating & Condition Assessment	\$300,000	2025
17	Repair/rehab sanitary sewer collection system	\$500,000	2027

5. Financial Management General Comments

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ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	71,535	1,126
February	80,704	1,297
March	61,728	911
April	61,388	424
May	48,874	172
June	45,718	94
July	69,739	36
August	42,740	28
September	104,915	42
October	44,438	32
November	47,734	314
December	68,939	1,064
Total	748,452	5,540
Average	62,371	462

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

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Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Energy efficient pumps, controls, and vfd's at appropriate sites.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	553,581	325.90	1,699	1,614.23	343	19,310
February	459,133	318.93	1,440	1,461.82	314	34,115
March	596,785	317.30	1,881	1,428.42	418	19,066
April	551,860	334.70	1,649	1,794.51	308	32,617
May	673,992	348.60	1,933	1,356.59	497	14,006
June	782,502	301.33	2,597	1,097.52	713	21,169
July	538,537	304.04	1,771	904.21	596	2,249
August	644,014	314.49	2,048	1,266.60	508	6,973
September	555,608	308.62	1,800	1,322.55	420	11,071
October	588,973	309.53	1,903	1,535.15	384	4,279
November	508,712	281.69	1,806	1,130.94	450	5,594
December	569,929	268.50	2,123	1,038.07	549	24,545
Total	7,023,626	3,733.63		15,950.61		194,994
Average	585,302	311.14	1,888	1,329.22	458	16,250

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping

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- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Utilizing enhanced methane gas production to run boilers and a co-gen engine to produce our own electricity.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

- Flared Off
- Building Heat
- Process Heat
- Generate Electricity
- Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

By Whom:

Describe and Comment:

Part of the facility

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Year: <input type="text"/>
By Whom: <input type="text"/>
Describe and Comment: <input type="text"/>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map
- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

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A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="43.21"/>	% of system/year
Root removal	<input type="text" value="2.3"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="11.97"/>	% of system/year
Manhole inspections	<input type="text" value="43.21"/>	% of system/year
Lift station O&M	<input type="text" value="104"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="2.23"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="1.78"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0"/>	% of private services

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River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="33.43"/>	Total actual amount of precipitation last year in inches
<input type="text" value="35.23"/>	Annual average precipitation (for your location)
<input type="text" value="200.66"/>	Miles of sanitary sewer
<input type="text" value="27"/>	Number of lift stations
<input type="text" value="1"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="13"/>	Number of basement backup occurrences
<input type="text" value="53"/>	Number of complaints
<input type="text" value="9.91"/>	Average daily flow in MGD (if available)
<input type="text" value="11.25"/>	Peak monthly flow in MGD (if available)
<input type="text" value="45"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.04"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.06"/>	Basement backups (number/sewer mile)
<input type="text" value="0.26"/>	Complaints (number/sewer mile)
<input type="text" value="1.1"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="4.5"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
------	----------	-------	------------------

None reported

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

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<p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <p>Some I & I has been reduced due to pipe replacement and lining as needed.</p> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <p>We line or replace sewer mains where ground water is an issue and rehab the manholes. We also conduct flow monitoring when necessary to identify areas to focus our effort for reducing I & I.</p>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0029581

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	F	0	3	0
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	F	0	3	0
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	124
GRADE POINT AVERAGE (GPA) = 3.35				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of La Crosse

Date of Resolution or
Action Taken:

Resolution Number:

26-0495

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = F

Due to the plant upgrade and accommodation of new headworks screening equipment, the influent composite sampler was relocated to collect the most representative influent sample. Note this BOD limit/result is based on 1 sample taken/month, CBOD reported daily is within range. The BOD with multiple sampling locations to compare is higher thus affecting the BOD design limit even though we meet permit limits leaving the WWTP. Although we met our permit "sample point designation", we expected this increase in BOD/TSS loading to happen as the sample point is now ahead of screening equipment. The existing primary sampler downstream of this influent sampler has remained consistent which leads us to believe the screening process is removing a large portion of BOD/TSS loading and not actually going through the facility. We met with our Basin Engineer about this situation. We are working with a consultant to re-rate the facility.

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = F

The scheduled completion date for the WWTP upgrade to meet low level phosphorus compliance was due May 2024. Due to COVID product delays the project was delayed almost a full year and start up of effluent disc filters didn't occur until December 2024. Once startup happened it took some time figuring out operations and chemistry of the new system. Vendor assistance was weak and it took time to dial in the chemistry and biology of the new system, once our staff figured out the complex filtration system we were able to meet the low level phosphorus permit limit.

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

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<input type="text"/>
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported) <input type="text"/>
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 3.35 <input type="text"/>



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: 26-0535

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution amending the Capital Improvement Project Budget to add Forest Hills Storage Facility.

RESOLUTION

WHEREAS, the City of La Crosse has previously adopted the Capital Improvement Project (CIP) Budget for fiscal year 2026; and

WHEREAS, it is necessary to add a storage facility to Forest Hills Golf Course for storage of golf carts and additional equipment; and

WHEREAS, funding for this storage facility is available through private donations; 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 the Capital Improvement Project Budget for fiscal year 2026 is hereby amended to include the following:

Project Name: Forest Hills Golf Course Storage Facility
Project Description: Thirty by Thirty-six-foot slab on grade with frost walls facility with electrical.
Budget Amount: \$75,000
Funding Source: Private Donations

BE IT FURTHER RESOLVED that City of La Crosse staff are hereby authorized to take all necessary actions to implement this project and ensure compliance with applicable laws and policies.



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: 26-0538

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution appropriating Tax Incremental District (TID) 11 funds to the Washburn Neighborhood Boulevard Improvements and Community Garden Development.

RESOLUTION

WHEREAS, Habit for Humanity of the Greater La Crosse Region (Habitat) facilitated a successful ReNew the Block project on Avon Street to which the City provided TID 16 funding; and

WHEREAS, in part due to the success of the northside project, Habitat is in the process of facilitating another ReNew the Block project in the Washburn neighborhood and has requested City funding to support this project; and

WHEREAS, a portion of the Washburn project expenses are eligible for TID 11 funding.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that a maximum of \$378,000 will be allocated from TID 11 for eligible expenses to the Washburn Neighborhood Boulevard Improvements and Community Garden Development.

BE IT FURTHER RESOLVEED that City staff will facilitate an agreement with Habitat by October 12, 2026 that aligns with the attached proposal and this Resolution.

BE IT FURTHER RESOLVED that City of La Crosse staff are hereby authorized and directed to effectuate this resolution.

Washburn Neighborhood Boulevard Improvements & Community Garden Development

Submitted by: Amy Smith, Habitat for Humanity of the Greater La Crosse Region

The purpose of this proposal is to request TID funding to support the integrated redevelopment of the Washburn block, including the revitalization of the Washburn Community Gardens, enhancement of the surrounding boulevard spaces, and the construction of two Habitat for Humanity homes for first-time homebuyers. Together, these investments strengthen the public realm, expand access to affordable homeownership, and advance long-term neighborhood revitalization within the TID.

The project site is located on the block bounded by Division Street, 10th Street, Ferry Street, and 9th Street, and is designed to balance new and rehabilitated housing with shared green infrastructure and community amenities.



The requested improvements include:

- 8,350 square feet of community garden plots
- Two communal gathering spaces
- 5350 square feet of perennial pollinator gardens
- Tree plantings around the full city block
- On-grade, single species, boulevard gardens around the full city block
- Construction of two Habitat for Humanity owner-occupied homes for first-time homebuyers
- 12 community volunteer days
- Educational signage and trainings

This neighborhood revitalization project aims to strengthen the neighborhood's environmental resilience, enhance aesthetics, create a public green space, and help achieve outcomes and goals within the City of La Crosse's Climate Action Plan.

Project Background

The Washburn Community Gardens were established in 2011 through a partnership between the Washburn Neighborhood Association and Mayo Clinic Health System. For more than a decade, the gardens served as a valued neighborhood resource—supporting food access, connection, and stewardship through the dedication of community members and local organizations.



In 2024, the sale of the garden property to Three Sixty Real Estate Solutions for future housing development sparked strong community concern about the potential loss of this beloved neighborhood space, clearly demonstrating how deeply the gardens matter to Washburn residents. That response also created an opportunity to expand the project’s partnerships by engaging Habitat for Humanity of the Greater La Crosse Region, whose expertise in housing, sustainability, and community collaboration has helped reimagine the site to balance housing needs with shared green space and long-term neighborhood benefits.

This project is the result of extensive collaboration and is fully designed and ready to move forward. Since the beginning of this year, partners including Habitat for Humanity, Three Sixty Real Estate Solutions, Coulee Region Ecoscapes, Coulee Recovery Center, Mayo Clinic Health System, the Washburn Neighborhood Association, City of La Crosse Park, Rec & Forestry and Refuse & Recycling departments, Franciscan Sisters of Perpetual Adoration, past garden plot holders, and neighborhood residents have been working together to shape a shared plan.



The resulting vision integrates new and rehabilitated affordable housing with community gardens and low-maintenance boulevard enhancements, ensuring growth supports both long-term residents and new homeowners while preserving the Washburn Gardens as a shared neighborhood asset.

The project will advance neighborhood revitalization through two integrated efforts: revitalizing the Washburn Community Gardens and enhancing the adjoining boulevard space as a functional, welcoming, and sustainable public asset.

Integrated Housing Development Scope

As part of the overall redevelopment of the Washburn block, the project includes the construction of two Habitat for Humanity homes for first-time home buyers. These homes are located at the northeast corner of the block under development, directly adjacent to the Washburn Community Gardens, and are intentionally designed to complement the surrounding public green space.

This housing investment is part of a broader redevelopment effort led by Three Sixty Real Estate Solutions, which also includes the development of new rental housing units on the block. Together, these components create a mixed-use, mixed income development that supports housing diversity, expands access to affordable homeownership, and strengthens long-term neighborhood stability. In total, 38 new housing units will be built on this one block.

508 10th Street South – Modular New Construction

One home will be constructed at 508 10th Street South using modular housing construction. Modular construction allows Habitat for Humanity of the Greater La Crosse Region to deliver high-quality, energy-efficient homes in a cost-effective and timely manner while minimizing construction-related disruption to the neighborhood.

The home will be set on a permanent foundation and completed on-site to meet or exceed all applicable state and local building codes, as well as Habitat for Humanity standards for durability, energy efficiency, and long-term affordability.

946 Division Street – Rehabilitation Project

The second home, located at 946 Division Street, will be developed as a rehabilitation project. The existing structure on this site was relocated from a nearby property across the alley and will be fully rehabilitated by Habitat for Humanity.

Importantly, this home represents a property with historic and community value to the Washburn Neighborhood. Preserving and rehabilitating the structure, rather than demolishing it, responds directly to neighborhood priorities and helps maintain the character, continuity, and integrity of the block. This approach has been an important factor in building and maintaining strong neighborhood support for the overall project.

Rehabilitation work will include structural improvements as needed, mechanical, electrical, and plumbing system upgrades, comprehensive energy-efficiency improvements, and interior and exterior renovations. Upon completion, the home will meet Habitat standards, current building codes, and long-term durability requirements while reactivating an existing structure within the neighborhood.

Land and Construction Support

The development of the two Habitat for Humanity homes is made possible in part through significant contributions from Three Sixty Real Estate Solutions. Three Sixty has donated the two lots on which the homes will be constructed, with an appraised value of \$23,000 per lot, reducing overall development costs and directly supporting long-term affordability.

In addition to the land donation, Three Sixty has contributed \$35,000 in monetary support toward the construction of the homes, reinforcing the public-private partnership that underpins this project and ensuring housing investment and public realm improvements advance together.

Proposed Garden Revitalization

The Washburn Community Gardens revitalization is designed to strengthen neighborhood connection, increase access to healthy food, and deliver lasting environmental benefits through an inclusive, community-driven garden space. Informed by input from past plot owners and current neighborhood partners, the proposed design supports local food production, outdoor gathering, ecosystem health, and volunteer stewardship while enhancing overall neighborhood livability.



Community-Centered Garden Design

The revitalized garden will include approximately 8,350 square feet of annual garden plots, expanding capacity to serve 38 gardeners, including five ADA-compliant elevated beds to ensure accessibility for elderly and disabled residents. These improvements respond directly to community requests for greater inclusivity and expanded growing opportunities.

To foster openness and shared ownership, the garden will remain unfenced along its perimeter. Individual plots will be secured with small, visually appealing fencing to protect produce from wildlife while maintaining a welcoming, park-like feel that encourages community use and connection.

Gathering Spaces and Shared Amenities

Community gathering is central to the Washburn Gardens vision. Two dedicated gathering areas are integrated into the design to create welcoming spaces for rest, social connection, and neighborhood events.

- A primary gathering space at the garden entrance beneath a 100-year-old Hackberry tree
- A secondary gathering area west of the townhomes featuring a repurposed grain bin gazebo, gas grills, a fire pit, and seating

These shared spaces are intentionally designed for joint use by garden plot holders, Three Sixty residents, and the broader neighborhood, reinforcing the garden as a communal asset rather than a restricted space.

Healthy Food Access and Garden Infrastructure

To support food production and stewardship, the project includes designated mulch and compost stations managed by garden participants. The City of La Crosse Park, Recreation & Forestry Department has committed to donating and delivering all mulch for initial installation and ongoing maintenance of garden pathways, representing an estimated in-kind contribution of \$17,310. The City of La Crosse Refuse & Recycling Department will similarly donate and deliver compost for installation and future replenishment, with an estimated value of \$11,600.

Additional infrastructure includes:

- Use of an on-site garage space as a shared home base for plot holders
- A communal tool library to reduce barriers to participation
- Wash and harvest stations to support safe and efficient food handling
- A Free Produce Pantry, ensuring fresh, locally grown food is available to neighbors experiencing food insecurity

Environmental Benefits and Pollinator Habitat

Surrounding the gardens and adjacent townhomes, 5,350 square feet of perennial pollinator plantings will be installed to support ecosystem health. These plantings will provide critical food and habitat for pollinators while delivering broader environmental benefits, including increased biodiversity, enhanced carbon sequestration, and improved stormwater infiltration. Together, the gardens and pollinator spaces create a multifunctional landscape that supports climate resilience alongside community well-being.

Proposed Boulevard Enhancements

The proposed boulevard enhancements build on strong community support for neighborhood beautification, climate-responsive design, and shared stewardship of public spaces. Over the past several months, project partners gathered feedback through in-person meetings and online surveys, and responses consistently demonstrated enthusiasm for transforming traditional turf boulevards into greener, more functional neighborhood assets.

Survey results show a high level of community investment in both the design and long-term care of these spaces. More than 76% of respondents indicated a willingness to help maintain common areas and participate in community workdays, reflecting a strong sense of ownership and readiness for shared stewardship. When asked which boulevard features would most benefit the neighborhood, respondents prioritized shade trees (81.8%) and rain gardens and native plantings (77.2%), underscoring a desire for solutions that improve comfort, manage stormwater, and enhance environmental performance.

The image below shows the planned scope of work for the boulevard space including shade trees around the entire city block shown in yellow, and native plantings on the East side of the block shown in blue, and the West side of the block shown in green.



Tree Plantings and Canopy Expansion

Street trees will be installed along Division, 10th, Ferry, and 9th Streets, strategically increasing canopy coverage within the neighborhood. These plantings will provide multiple co-benefits, including reduced urban heat, improved pedestrian comfort, stormwater absorption, enhanced aesthetics, and increased property values.

The City of La Crosse Park & Recreation Department has committed to supporting this effort by providing guidance on tree placement and species selection, and assuming long-term maintenance responsibilities. This partnership ensures trees are planted in a way that supports both immediate neighborhood needs and long-term urban forestry goals.

On-Grade Boulevard Gardens



In addition to trees, select boulevard areas will be converted to on-grade native gardens planted exclusively with one species of sedges. This approach significantly reduces long-term maintenance needs while providing erosion control, soil stabilization, and habitat benefits. Replacing turf grass with native plantings also reduces mowing frequency, lowering associated carbon emissions, and ongoing maintenance costs.

All necessary Revocable Occupancy Permits are being secured from Habitat for Humanity of the Greater La Crosse Region, Three Sixty Real Estate Solutions, and Coulee Recovery Center or Mayo Clinic Health System (shown in blue on the above map). Following TID approval, adjacent homeowners will be contacted to engage in this project and provide ROP signatures (shown in green on the above map). Collaboration and commitments to maintenance of this project to ensure long-term sustainability of installed features.

Environmental Impacts

By integrating green infrastructure, native plantings, and urban agriculture throughout the neighborhood, this project forecasts measurable environmental impacts. Together, these improvements reduce stormwater runoff, improve climate resilience, enhance biodiversity, and support long-term neighborhood environmental health.

Impact Area	Project Element	Metric / Outcome	Estimated Impact
Stormwater Management	Native boulevard gardens & pollinator plantings	Rainfall infiltrated on site	65–90% of annual rainfall within planted areas
	Perennial pollinator gardens (5,350 sq ft)	Stormwater mitigation	Slows, absorbs, and filters runoff; reduces erosion
	Street tree plantings	Stormwater intercepted per tree	500–1,000 gallons/tree/year
	Garden soil improvements	Increased water absorption	Reduced runoff and erosion during storm events
	Cumulative impact	Neighborhood runoff reduction	Tens of thousands of gallons annually
Climate Resilience	Street tree canopy expansion	Local temperature reduction	2–9°F cooling effect
	Tree plantings	Carbon sequestration	25–50 lbs CO ₂ per tree per year
	Native boulevard conversions	Reduced mowing emissions	25–40 lbs CO ₂ avoided per 1,000 sq ft/year
Biodiversity & Habitat	Native sedge boulevards	Habitat creation for pollinators	Increased food sources & nesting habitat
	Pollinator gardens	Biodiversity support	Increased pollinator and beneficial insect presence
Soil Health	Compost-amended garden beds	Organic matter & soil structure	Improved nutrient cycling and root growth
	Mulched beds & pathways	Soil moisture retention	Reduced compaction and evaporation
Maintenance & Resource Efficiency	Native plantings	Reduced long-term maintenance	Lower mowing, watering, and fuel use
	Shared garden infrastructure	Resource sharing & waste reduction	Fewer tools, reduced landfill waste
Community Co-Benefits	Shaded streets & gardens	Pedestrian comfort & usability	Increased outdoor activity and neighborhood use
	Local food production	Access to healthy food	Fresh produce for gardeners and free pantry users

Community Impact Summary

The project delivers lasting social and economic benefits by strengthening neighborhood identity, expanding access to shared green space and healthy food, enhancing pedestrian comfort, and supporting long-term revitalization within the TID. Strong community participation and committed partnerships ensure these benefits extend well beyond the initial investment.

Benefit Category	Impact Area	Project Feature / Strategy	Metric or Outcome
Social	Community Engagement	Garden and boulevard stewardship model	76.5% of surveyed residents willing to participate in maintenance and community workdays
	Neighborhood Identity	Community-driven design and shared spaces	Stronger neighborhood identity and cohesion through collective ownership and stewardship
	Beautification	Garden revitalization and boulevard enhancements	Visible beautification of a historically underserved block
	Social Connection	Central garden spaces and shared amenities	Increased informal interaction and opportunities for neighborhood events
	Access to Green Space	Open, shared garden and boulevard design	Public access to green space adjacent to housing and a community garden
	Pedestrian Comfort/Safety	Shaded streets, active public spaces	Increased pedestrian comfort and perceived safety through improved streetscape design
	Equity & Inclusion	ADA-accessible garden beds and shared tools	Reduced participation barriers for elderly, disabled, and low-income residents
	Food Access	Community garden plots and Free Pantry	Increased access to fresh, healthy food for gardeners and community members in need
	Homeownership & Stability	Create of Habitat for Humanity homes	2 affordable, homes for first-time buyers, supporting long-term housing stability and resident investment
	Economic	Property Values	Tree-lined streets and enhanced public realm
Invest: Affordable Housing		Land and construction contributions	Donation of 2 lots and construction funding reduces costs and expands access to affordable housing
Mixed-income Development		Integration of ownership and rental housing	Habitat and Three Sixty partnership = mixed-income neighborhood and increased property values
Cost Efficiency		Native plantings and reduced turf	Long-term cost savings from reduced mowing and maintenance
Neighborhood Revitalization		Integrated garden and boulevard improvements	Supports ongoing revitalization within TID boundaries
Public Return on Investment		City + partner collaboration	Leveraged in-kind support and shared stewardship reduce long-term municipal costs
Project Sustainability		Long-term partner commitments	Maintenance responsibilities and material support secured beyond initial installation

Maintenance and Long-Term Stewardship

Long-term maintenance and stewardship have been intentionally incorporated into the design and partnership structure of this project to ensure the space remains attractive, functional, and easy to manage—without placing ongoing responsibility on the City. From the outset, partners prioritized low-maintenance landscapes and clearly defined roles to support long-term success.

Maintenance responsibilities will be shared among project partners and users as follows:

- C&C Residences LLC will manage and maintain the pollinator planting beds within the shared garden space, ensuring consistent care of perennial landscapes integrated with the housing development.
- Habitat for Humanity of the Greater La Crosse Region will oversee maintenance of the community garden plots and boulevard plantings, coordinating care and seasonal upkeep.
- Garden plot owners will support routine maintenance of their individual plots and shared garden infrastructure, including compost and mulch areas, through established garden guidelines and volunteer workdays.
- City of La Crosse Park, Recreation and Forestry will manage long-term care of all boulevard trees.

The overall design emphasizes native plantings, reduced turf, and durable materials to minimize ongoing maintenance needs, mowing, and inputs over time. This collaborative stewardship model leverages existing organizational capacity and strong community participation—demonstrated by resident willingness to help maintain common areas—while ensuring the project remains sustainable and well-managed over the long term.

Expected Timeline

- Project launch & site preparation (January 2026–ongoing): Project coordination, design finalization, partner agreements, and site preparation underway since January 2026.
- Community garden implementation (Late May–June 2026): Garden infrastructure installation, soil improvements, planting, and volunteer engagement; substantially complete by end of June 2026.
- Affordable housing construction:
 - Habitat Home 1: Currently under construction; completion expected Fall 2026.
 - Habitat Home 2 (modular): Construction start Spring 2027, with installation and completion following.
- Boulevard enhancements (Fall 2027): Native boulevard conversions, pollinator plantings, and street tree installation.
- Project closeout & long-term stewardship (Late 2027 and beyond): Final inspections, transition to partner-led maintenance, and ongoing community stewardship.

Budget Summary

The total budget for the Washburn Community Garden and Boulevard Enhancements Project is \$669,346. This investment supports the creation of durable, low-maintenance community and streetscape improvements while ensuring long-term functionality, shared stewardship, and minimal ongoing costs to the City.

Project costs include community garden development, boulevard enhancements, and indirect costs necessary for coordination and implementation. Significant public-private partnership commitments are already in place, with more than 50% of the total project cost secured through monetary and in-kind contributions.

Project Cost Overview

Category	Cost
Community Garden Improvements & Maintenance	\$423,523
Boulevard Enhancements & Maintenance	\$221,200
Habitat Home Construction and Rehabilitation	\$389,000
Administrative Costs	\$132,703
Total Project Budget	\$1,166,426

Contributions Secured to Date

The project benefits from strong partner investment, demonstrating readiness, and leveraging City funding.

Committed Monetary Contributions

- Three Sixty Real Estate Solutions: \$86,504
- Three Sixty Real Estate Solutions (Housing Construction Contribution): \$35,000
- City of La Crosse HOME CHDO funds (for housing development): \$42,229.64
- Unrestricted funding from Habitat for Humanity (for housing development): \$265,770.36

Total Monetary Contributions: \$428,504

Committed In-Kind Contributions

- Residential Land Donation – Two Habitat for Humanity Lots (Three Sixty Real Estate Solutions): \$46,000
- Garden Land & Garage Property (Three Sixty Real Estate Solutions): \$182,100
- Hardscape Elements (C&C Residences): \$35,000
- Utilities/Taxes/Insurance (C&C Residences): \$42,000
- Mulch (City of La Crosse Park, Recreation & Forestry Department): \$17,310
- Compost (City of La Crosse, Refuse & Recycling Department): \$11,600
- Site Design (Coulee Region Ecoscapes): \$1,000
- Waste Removal (Franciscan Sisters of Perpetual Adoration): \$3,125
- Volunteer Labor: \$20,950

Total In-Kind Contributions: \$359,085

Funding Request

- **Total Project Budget: \$1,166,426**
- **Total Contributions Secured: \$788,590**
- **Total Funding Requested: \$377,836**

Through substantial in-kind contributions, private investment, and volunteer support, the project has already leveraged almost three fourths of its total cost, demonstrating strong readiness and fiscal responsibility.

We respectfully **request TID 11 funding to cover the remaining \$377,836** needed to fully implement this project. With designs finalized, partners committed, and maintenance responsibilities clearly defined, the project is fully prepared to move forward immediately.

Project Phasing and Impact of Funding Reductions

The Washburn Neighborhood Boulevard Improvements, Community Garden, and Integrated Affordable Housing Development project is a coordinated, multi-benefit investment integrating green space, environmental infrastructure, and housing. TID funding is essential to ensure all elements are implemented together for long-term neighborhood impact.

If funding is reduced, partners will prioritize core components, including construction of the Habitat for Humanity homes and revitalization of the Washburn Community Gardens, which are foundational to neighborhood stability, food access, and community benefits.

Boulevard plantings—including native sedges and portions of pollinator and streetscape enhancements—would be the first elements reduced, as they represent the most flexible portion of the project scope.

Impact of Eliminating Boulevard Plantings

Removing or scaling back the boulevard improvements would have several meaningful impacts on the overall project:

- **Reduced Environmental Performance:** Boulevard plantings are a key component of the project's stormwater management and climate resilience strategy. Their removal would significantly reduce on-site infiltration, carbon reduction benefits, and urban heat island mitigation.
- **Loss of Neighborhood Cohesion and Visual Continuity:** The boulevard enhancements are designed to unify the entire block—connecting the community gardens, housing, and public right-of-way into a cohesive neighborhood environment. Without them, the project would feel more fragmented and less intentional in design.
- **Diminished Public Realm Improvements:** While the gardens provide a central green space, the boulevard plantings extend those benefits throughout the block, improving walkability, aesthetics, and pedestrian comfort. Their absence would limit the project's visibility and broader neighborhood impact.
- **Lower Community Engagement and Stewardship Opportunities:** Boulevard spaces provide accessible opportunities for residents beyond garden participants to engage in neighborhood stewardship. Reducing these elements would limit opportunities for community involvement and shared ownership.
- **Reduced Return on Public Investment:** The Boulevard improvements amplify the value of the overall project by extending environmental and aesthetic benefits into the public right-of-way. Without them, the project would still deliver important outcomes but at a reduced scale and impact relative to the original investment.

Even with potential reductions, project partners remain committed to delivering a high-quality development that includes affordable homeownership and a revitalized community garden. Full TID funding, however, is critical to realizing the project's complete vision of an integrated, transformative neighborhood investment.



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: 26-0540

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number:

Resolution appropriating Utility funds for utility design as part of the WisDOT reconstruction project 5221-09-72, STH 35 (West Ave) from Barlow to Johnson St and 5221-09-74, STH 35 (Lang Dr) from La Crosse St to Monitor St.

RESOLUTION

WHEREAS, the Wisconsin Department of Transportation (WisDOT) has advanced the design of State Trunk Highway (STH) 35 (West Ave), from Barlow Street to Johnson Street and STH 35 (Lang Dr), from La Crosse St to Monitor St, as part of its La Crosse Corridor Studies project and Federal Majors Program; and

WHEREAS, there will be a forthcoming State/Municipal Financial Agreement prior to construction in 2029 to formalize terms of the multijurisdictional project; and

WHEREAS, The State under the Federal Majors Program will fund the design and reconstruction of existing pavement, curb and gutter, update pedestrian curb ramps to meet ADA requirements, and add bicycle lanes; and

WHEREAS, the utilities (water and sanitary) are deemed non-participating and not included in the design performed by the State, and the Utilities need to hire a consultant to perform and submit this work following the WisDOT design process on the City's behalf.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes use of funding for necessary utility design as part of WisDOT project 5221-09-01/72/74.

BE IT FURTHER RESOLVED that the Common Council authorizes use of funding *from*:

2026 Water Utility Operating Budget	\$160,000
2026 Sanitary Sewer Utility Operating Budget	\$45,000

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



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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: 26-0541

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.



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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:

EXHIBIT A TO BOND FORM

\$ _____
 CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN
 [TAXABLE] WATER SYSTEM REVENUE BONDS, SERIES 2026[A][B]

AMOUNT OF DISBURSEMENT	DATE OF DISBURSEMENT	SERIES OF BONDS	PRINCIPAL REPAID	PRINCIPAL BALANCE
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

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 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

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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

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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>	<input checked="" type="checkbox"/> 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				

* 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 watermains 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
------------------------------	-------------

And allocating those funds *to*:

CIP 2019 #206	\$1,000,000
---------------	-------------

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

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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: 26-0555

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.



CITY OF LA CROSSE

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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

Agenda Item 26-0555 (Julie Emslie)

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

General Location

1552 Kane St, Council District #2, parcel #17-10113-110

Background Information.

The Library Board made the decision to close the North Community Library on November 11, 2025, effective June 15, 2026. Per the Sale of City-owned land section of the municipal code, the Common Council must determine if a property is to be declared surplus and be offered for sale.

Recommendation of Other Boards and Commissions

N/A

Consistency with Adopted Comprehensive Plan

N/A

















Staff Recommendation

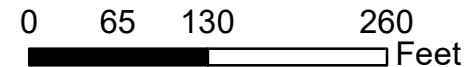
Approval

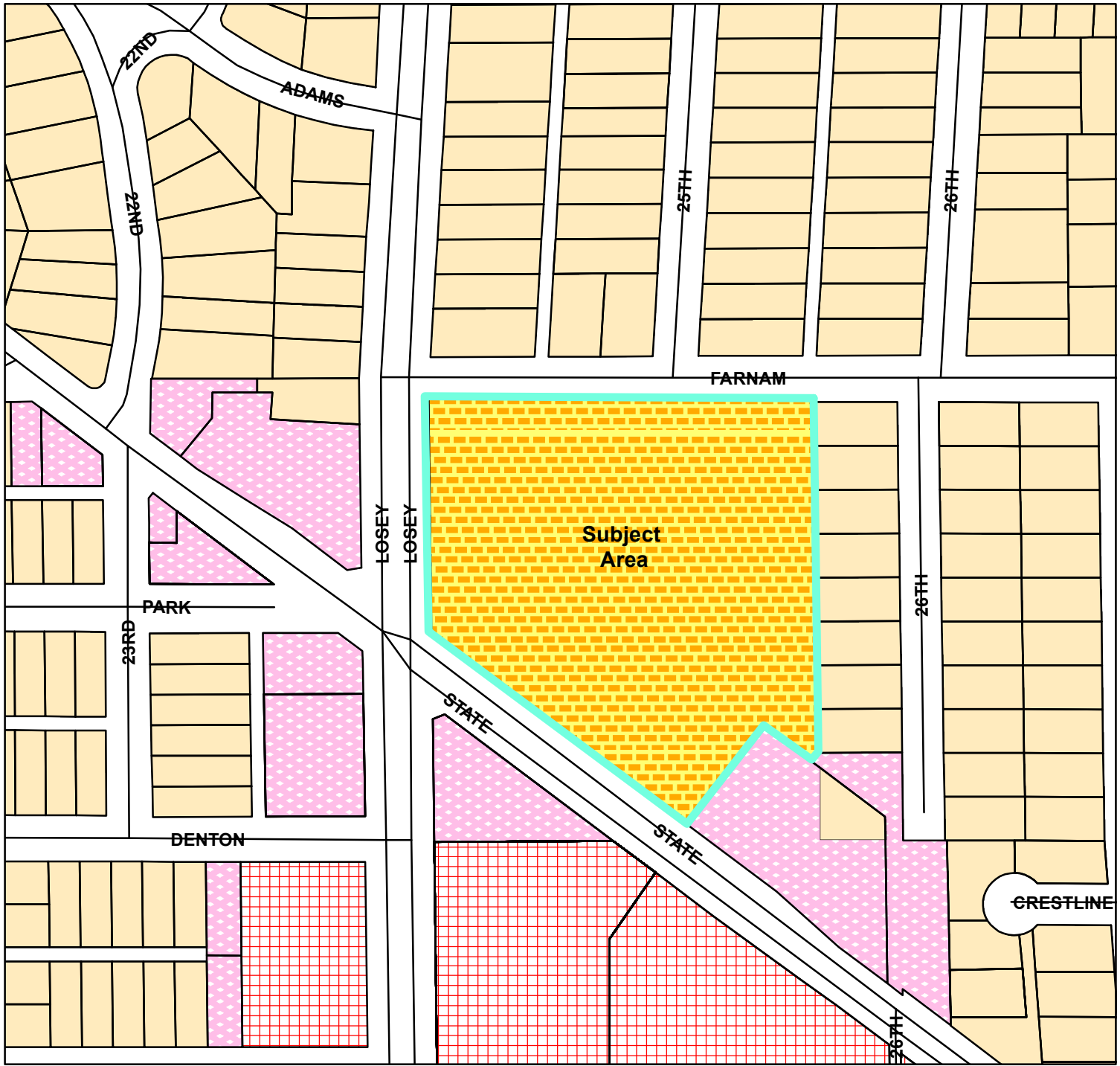
Routing F&P 6.04.26



BASIC ZONING DISTRICTS

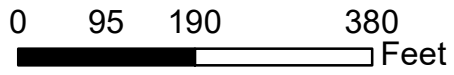
-  R1 - SINGLE FAMILY
-  R2 - RESIDENCE
-  WR - WASHBURN RES
-  R3 - SPECIAL RESIDENCE
-  R4 - LOW DENSITY MULTI
-  R5 - MULTIPLE DWELLING
-  R6 - SPECIAL MULTIPLE
-  PD- PLANNED DEVELOP
-  TND - TRAD NEIGH DEV.
-  C1 - LOCAL BUSINESS
-  C2 - COMMERCIAL
-  C3 - COMMUNITY BUSINESS
-  M1 - LIGHT INDUSTRIAL
-  M2 - HEAVY INDUSTRIAL
-  PS - PUBLIC & SEMI-PUBLIC
-  PL - PARKING LOT
-  UT - PUBLIC UTILITY
-  CON - CONSERVANCY
-  FW - FLOODWAY
-  A1 - AGRICULTURAL
-  EA - EXCLUSIVE AG
-  City Limits
-  SUBJECT PROPERTY





BASIC ZONING DISTRICTS

- R1 - SINGLE FAMILY
- R2 - RESIDENCE
- WR - WASHBURN RES
- R3 - SPECIAL RESIDENCE
- R4 - LOW DENSITY MULTI
- R5 - MULTIPLE DWELLING
- R6 - SPECIAL MULTIPLE
- PD- PLANNED DEVELOP
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- C1 - LOCAL BUSINESS
- C2 - COMMERCIAL
- C3 - COMMUNITY BUSINESS
- M1 - LIGHT INDUSTRIAL
- M2 - HEAVY INDUSTRIAL
- PS - PUBLIC & SEMI-PUBLIC
- PL - PARKING LOT
- UT - PUBLIC UTILITY
- CON - CONSERVANCY
- FW - FLOODWAY
- A1 - AGRICULTURAL
- EA - EXCLUSIVE AG
- City Limits
- SUBJECT PROPERTY





City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 26-0559

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Resolution reallocating remaining 2022 Capital Improvement Budget funds for Station #1 window replacement, insulation improvements, and costs associated with assessment and repair of apparatus floor concrete support structures.

RESOLUTION

WHEREAS, the 2022 Capital Improvement budget, item #717 designated \$250,000 for replacement of boiler unit at Fire Station #1.

WHEREAS, the City of La Crosse Fire Department has completed upgrades to the boiler, apparatus floor, and all heating and cooling units throughout the living quarters.

WHEREAS, the City of La Crosse Fire Department has identified remaining funds in the original allocation in the amount of \$116,253.84.

WHEREAS, the City of La Crosse Fire Department has identified an estimated 15-20% annual savings on heating and cooling with replacement of energy efficient windows, insulation upgrades, and ceiling tile replacement at Fire Station #1.

WHEREAS, the City of La Crosse Fire Department has incurred additional unplanned costs associated with assessment and repair of degraded and damaged concrete structural supports on the apparatus floor.

WHEREAS Section 2-360(c) of the Code of Ordinances states 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-third 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 the \$116,253.84 amount from the 2022 Capital Equipment budget #717 be redirected for the purchase of energy efficient replacement windows for Fire Station #1, insulation improvements, and costs associated with assessment and repair of apparatus floor concrete support structures.

BE FURTHER RESOLVED THAT the Director of Finance and Fire Chief are authorized to take any and all steps necessary to effectuate this resolution.



CITY OF LA CROSSE

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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

717 Boiler System Replacement - Fire Station 1**2022 Funding****\$250,000**

New Borrowing: \$250,000

Total Funding**\$250,000**

New Borrowing: \$250,000

Replace heating system for Fire Station #1. Two of three heating system boilers have failed. The system has numerous leaks and repair needs. Funds requested would provide boiler replacement and repair of the entire heating system.

Requesting Department(s): Fire

Request Type: Project

Current Status: Pending funding.

Timeline: 01/22 to 03/22

Department Point of Contact: Gillam, Ken

**Justification:**What is the request's desired outcome?

Dependable heat in the winter for all areas of the fire station. Reduced annual maintenance costs negatively impacting operations maintenance budget.

How will this outcome be measured?

Warm working spaces, non-frozen water pipes, non-frozen pumps on emergency fire suppression apparatus. Warm employees and equipment.

What is the methodology used to determine the budget for this project?

Estimations from heating contractors.

Explain why project will take more than one year to complete?

n/a

Approval & Oversight:Has request been approved by an oversight board?

No

Is this request part of an approved master plan?

Yes it is part of LCFD 2019-2023 Strategic Plan dated 3/1/2019

Does this request require regulatory/other outside approval?

No

Outside Funding:Does this request require the city to contribute funds?

No

Does this request use donated funds?

No

Request Budget**FUNDING SOURCES:**

	Past	2022	2023	2024	2025	2026	Total
Borrowing - General Obligation Bonds/Notes	-	\$250,000	-	-	-	-	\$250,000
EXPENDITURE CATEGORIES:							
Fire Stations	-	\$250,000	-	-	-	-	\$250,000
SPENDING PLAN:							
Construction/Maintenance	-	\$250,000	-	-	-	-	\$250,000
	-	\$250,000	-	-	-	-	\$250,000

Station 1 Windows

Maintenance or replacement needed

Station 1 726 5th Ave S

- 50 Windows in total of this style throughout the Station.
- 33 windows on Division 2.
- 17 windows on Division 1.





Caulk has become dry and is causing cracking. Examples from both divisions of Station 1.

Half the windows in the station are starting to get caulk cracking.

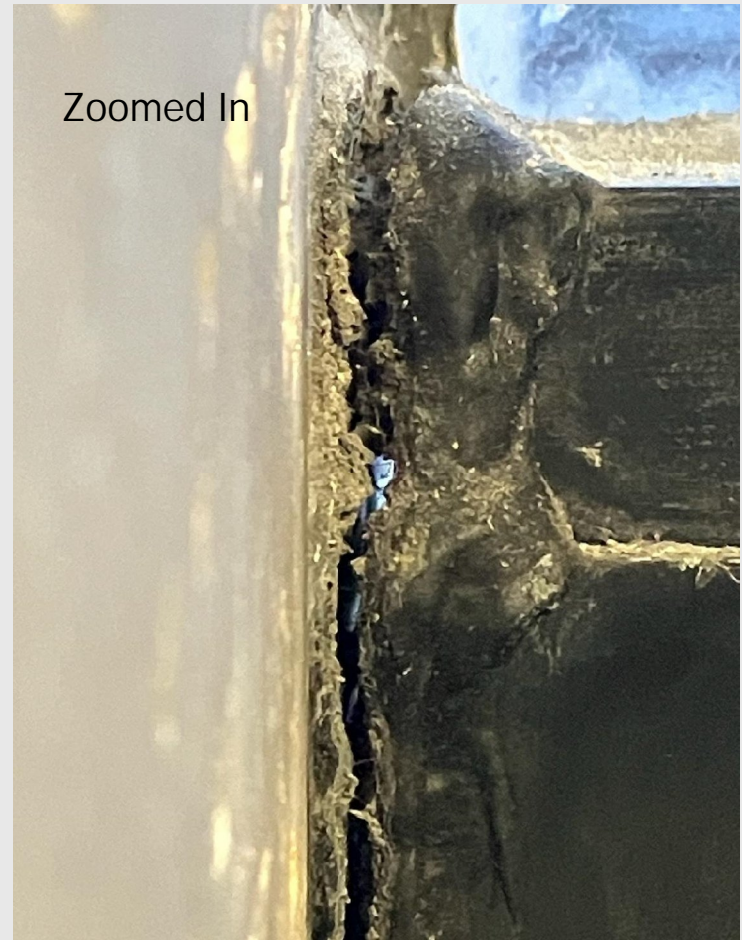


Zoomed out



3 Windows were noted with enough caulk damage that you can see a visible gap to the outside. Causing an extreme amount of cold air into that area of the room.

Zoomed In



Several windows have shifted causing the frames to pull apart.



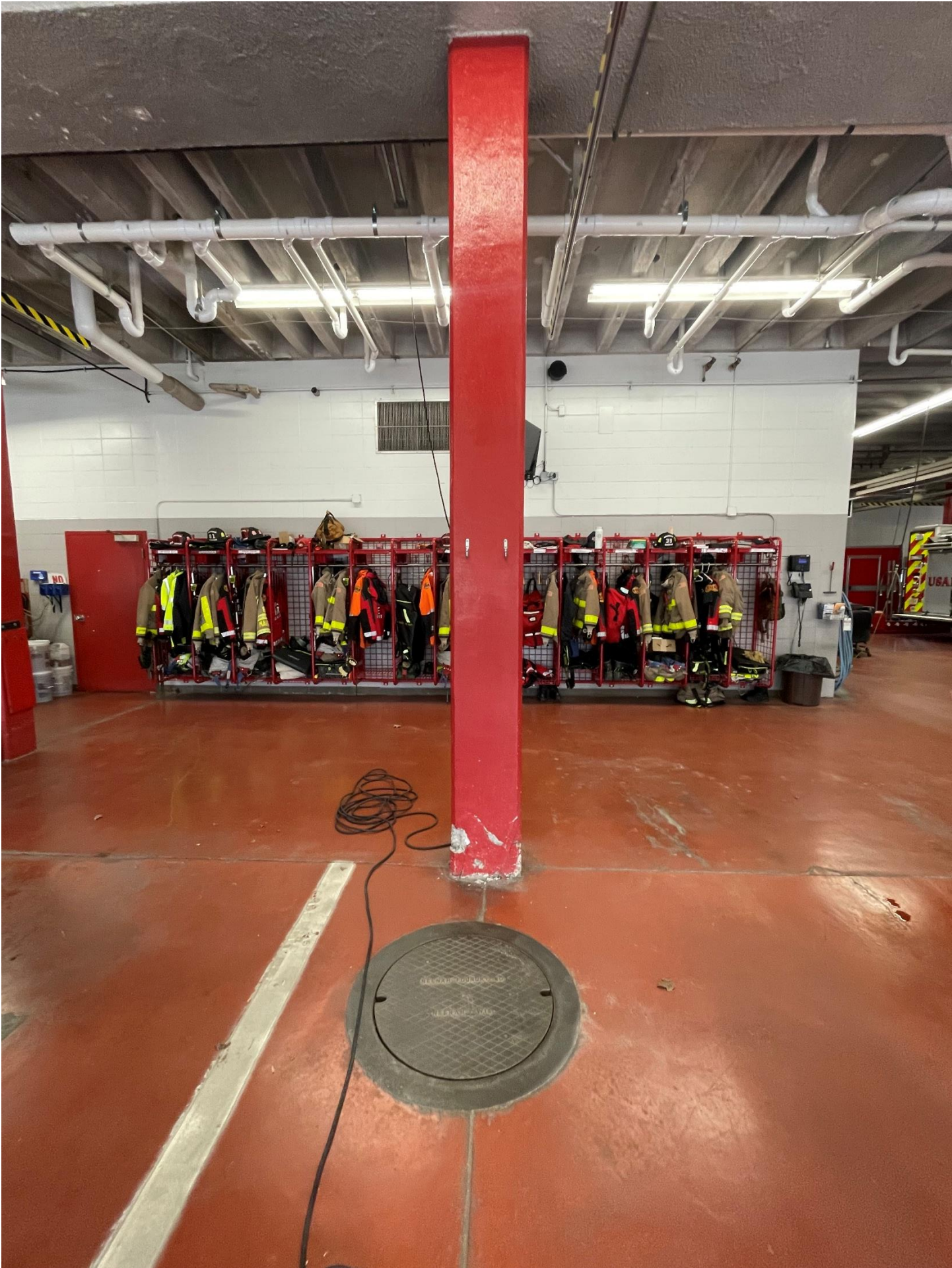
Frost

- Temperatures below 10 degrees cause a large amount of frost and moisture build up.













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
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: 26-0565

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
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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

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La Crosse, Wisconsin 54601
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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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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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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: 26-0001

Agenda Date: 6/4/2026

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Status Update