## OFFICIAL NOTICE AND AGENDA



Notice is hereby given that the City of Stoughton Utilities Committee will hold a regular meeting on the date and at the time and location given below.

Meeting of: CITY OF STOUGHTON UTILITIES COMMITTEE

Date/Time: Monday, December 18, 2023 at 5:30 p.m.

Location: Edmund T. Malinowski Board Room, Stoughton Utilities Administration Office

600 South Fourth Street, Stoughton, Wisconsin

Optional Virtual Participation: GoToMeeting ID 444-927-117

Members: Citizen Member Carl Chenoweth, Citizen Member David Erdman (Chair),

Alderperson Regina Hirsch, Alderperson Greg Jensen, Alderperson Daniel Payton,

Mayor Tim Swadley, Citizen Member Dustin Thoren (Vice-Chair)

#### **MEETING AGENDA:**

#### CALL TO ORDER

#### ROLL CALL AND VERIFICATION OF QUORUM

#### CERTIFICATION OF COMPLIANCE WITH OPEN MEETINGS LAW

#### **PUBLIC COMMENTS**

#### CONSENT AGENDA

(All items are considered routine and will be enacted upon by one motion. There will be no separate discussion of these items unless a Stoughton Utilities Committee member so requests, in which event the item will be removed from the consent agenda and be considered on the regular agenda.)

- a. Draft Minutes of the November 20, 2023 Regular Utilities Committee Meeting
- b. Stoughton Utilities Payments Due List Report
- c. Stoughton Utilities Statistical Report
- d. Communications

#### **OLD BUSINESS**

- 1. Status of Committee Recommendation(s) to the Stoughton Common Council (**Discussion**)
- 2. Status of the PSCW Electric Rate Application Filing (Discussion)

#### **NEW BUSINESS**

- 3. Water Tower License Agreement Between Stoughton Utilities and the City of Stoughton, Wisconsin for Communications Attachments on Tower No. 2 (Action)
- 4. Second Amendment to Water Tower License Agreement Between the City of Stoughton, Wisconsin and County of Dane, Wisconsin for Communications Attachments on Tower No. 3 (Action)
- 5. Stoughton Wastewater Utility 2024 Rate Adjustment (Action)
- 6. 2023 Q4 Stoughton Utilities Investment Update (**Discussion**)
- 7. Utilities Committee Future Agenda Item(s) (**Discussion**)

#### **ADJOURNMENT**

#### Notices Sent To:

Stoughton Utilities Committee Members Stoughton Utilities Director Jill M. Weiss, P.E. Stoughton Utilities Assistant Director Brian Hoops Stoughton Utilities Finance Manager Shannon Statz

cc: Stoughton City Attorney Matthew Dregne

Stoughton Common Council Members

Stoughton City Clerk Candee Christen

Stoughton Leadership Team

Stoughton Library Administrative Assistant Sarah Monette

Stoughton Utilities Billing & Metering Supervisor Erin Goldade

Stoughton Utilities Education & Outreach Coordinator Brandi Yungen

Stoughton Utilities Electric System Supervisor Ryan Jefferson

Stoughton Utilities Water System Supervisor Kent Thompson

Stoughton Utilities Wastewater System Supervisor Kevin Hudson

Stoughton Utilities & WPPI Energy Services Manager Darren Jacobson

O'Rourke Media Publications – Stoughton Courier Hub

**REMOTE CONNECTION INSTRUCTIONS:** Pursuant to City of Stoughton Common Council Rule 19, members of the committee and members of the public may attend this meeting either in person or by virtual means. If participating virtually, please join the meeting from your computer, tablet or smartphone using the following URL:

https://meet.goto.com/444927117

You can also dial in using your phone at (872) 240-3212 using access code: 444-927-117.

**ATTENTION COMMITTEE MEMBERS:** Two-thirds of members are needed for a quorum. The committee may only conduct business when a quorum is present. If you are unable to attend the meeting, please contact Jill Weiss at (608) 877-7423 via email at <a href="JWeiss@stoughtonutilities.com">JWeiss@stoughtonutilities.com</a>, or Brian Hoops at (608) 877-7412, or via email at <a href="BHoops@stoughtonutilities.com">BHoops@stoughtonutilities.com</a>.

It is possible that members of, and possibly a quorum of members of other committees of the Common Council of the City of Stoughton may be in attendance at this meeting to gather information. No action will be taken by any such group(s) at this meeting other than the Stoughton Utilities Committee consisting of the members listed above. An expanded meeting may constitute a quorum of the Common Council.

Upon reasonable notice, efforts will be made to accommodate the needs of individuals through appropriate aids and services. For information, or to request such assistance, please contact Stoughton Utilities prior to the start of the meeting at (608) 873-3379.

Current and past Stoughton Utilities Committee documents, including meeting notices, meeting packets, and meeting minutes, are available for public download at stoughtonutilities.com/uc.

#### DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, November 20, 2023 - 5:30 p.m.

Stoughton, WI Page No. 1

<u>Location:</u> Edmund T. Malinowski Board Room, Stoughton Utilities Administration Office

600 South Fourth Street, Stoughton, Wisconsin

Optional Virtual Participation: GoToMeeting ID 277-425-269

Members Present: Citizen Member Carl Chenoweth, Citizen Member David Erdman (Chair),

Alderperson Regina Hirsch, Alderperson Greg Jensen, Alderperson Daniel

Payton, Mayor Tim Swadley, Citizen Member Dustin Thoren (Vice-Chair)

Excused: None

Absent: None

Others Present: WPPI Vice President of Operations Valy Goepfrich, Stoughton Utilities Assistant

Director Brian Hoops, WPPI Energy Services Manager Darren Jacobson (Virtual), Rick Manthe (Stafford Rosenbaum LLP)(Virtual), Stoughton Utilities Finance

Manager Shannon Statz, Stoughton Utilities Director Jill Weiss

<u>Call to Order:</u> Chairperson Erdman called the regular Stoughton Utilities Committee Meeting to order at 5:30 p.m. Chenoweth, Erdman, Hirsch, Jensen, Payton, Swadley, and Thoren were present in person. No members attended virtually.

**<u>Verification of Quorum:</u>** The chair verified that a quorum of the committee membership was present.

<u>Certification of Compliance with Open Meetings Law:</u> Hoops certified that the meeting had been properly noticed in compliance with open meetings law.

**Public Comments:** There were no public comments.

<u>Utilities Committee Consent Agenda:</u> Stoughton Utilities staff presented and discussed the Stoughton Utilities Committee consent agenda items. Discussion followed.

Motion by Payton, the motion seconded by Thoren, to approve the following consent agenda items as presented:

- a. Draft Minutes of the October 16, 2023 Regular Utilities Committee Meeting
- b. Stoughton Utilities Payments Due List Report
- c. Stoughton Utilities Financial Summary
- d. Stoughton Utilities Statistical Report
- e. Stoughton Utilities Activities Report
- f. Communications

The motion carried unanimously 7 to 0.

<u>Status of the Utilities Committee recommendation(s) to the Stoughton Common Council:</u> Stoughton Utilities staff presented and discussed the following items from the Stoughton Utilities Committee that were recently approved and/or placed on file by the Stoughton Common Council:

#### Consent Agenda:

1. Minutes of the August 21, 2023 Regular Utilities Committee Meeting

#### DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, November 20, 2023 – 5:30 p.m. Stoughton, WI Page No. 2

- 2. Minutes of the September 18, 2023 Regular Utilities Committee Meeting
- 3. Stoughton Utilities Payments Due List Report
- 4. Stoughton Utilities Financial Summary June, July, and August 2023
- 5. Stoughton Utilities Statistical Report

#### Business:

1. Authorizing and directing the proper City official(s) to approve the Stoughton Utilities 2024 Budget and Five-Year (2024-2028) Capital Improvement Plan (CIP)

Discussion followed.

<u>Status of the PSCW Electric Rate Application Filing:</u> Staff provided the committee with an update on the electric rate application that was filed with the Public Service Commission of Wisconsin (PSCW) in February 2023. The PSCW has proposed a revised increase of 3.29%, or \$548,393. The actual change to individual customers will vary based on class of service. If the application is approved by the PSCW as recommended by PSCW staff, the average residential customer using 689 kilowatt-hours (kWh) of electricity per month will see a monthly increase of approximately \$2.79, or 3.1%.

A hearing on the application has been scheduled for Tuesday, November 28, 2023 at 10:00 a.m. The hearing will be held by virtual meeting with a physical meeting location in the Ed Malinowski Boardroom at the Stoughton Utilities Administration Office. Staff explained that the hearing time of 10:00 am was specified by the PSCW. Staff further explained that if approved by the PSCW, the effective date for the new rates is planned to be January 1, 2024.. Discussion followed.

Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873): The chair moved this item ahead in the agenda. Although the agenda item was noted that it may move to closed session per State Statute 19.85(1)(g) to confer with legal counsel for the governmental, the committee did not convene in closed session.

Stoughton Utilities staff informed the committee that in September 2023, Stoughton Utilities received notices of class action settlements regarding Aqueous Film Forming Foams Product Liability Litigation. Water utilities across the United States filed lawsuits against 3M and Dupont for contaminating drinking water sources with PFAS, and these lawsuits were consolidated into a single multi-district litigation cases (MDL) that resulted in two Class Action settlements designed to resolve claims for PFAS contamination in Public Water Systems' Drinking Water, as those terms are defined in the respective agreements.

Staff explained that Stoughton Utilities has previously completed baseline testing for PFAS and this prior testing has indicated that the utility would be a Phase One Qualifying Class Member unless it chooses to exclude itself from the settlement class. Phase One Qualifying Class Members can make claims to recover some of the costs of addressing PFAS contamination in their drinking water systems. An exact amount that would be received as part of the settlement class is not yet known, but the estimates currently published indicate a potential award of between \$180,000-\$200,000.

It was further explained that 3M and DuPont have proposed these settlement agreements in order to settle certain claims, remove themselves from this lawsuit, and prevent class members from suing in the future. Under the settlement agreements, every settlement class member who remains in the settlement agreement thereby agrees to "expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release, waive, compromise, settle, and discharge" these companies from certain claims. This includes any claim related to PFAS in drinking water or the public water system that has arisen or may arise in the future. The release in both agreements is extremely comprehensive.

#### DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, November 20, 2023 – 5:30 p.m. Stoughton, WI Page No. 3

Stoughton Utilities has the option of opting-out of the settlement class, thereby not releasing any future claims related to the PFAS contamination of Stoughton's drinking water supply system.

If the City does not opt out, the City will have released these companies from liability and, therefore, cannot bring any lawsuit against either 3M or DuPont related to the claims resolved by the settlement agreements. It is staff's recommendation that Stoughton Utilities remain a member of the settlement class, which requires no action from the utility at this time.

Discussion followed. Attorney Rick Manthe of Stafford Rosenbaum, LLP, representing the Stoughton City Attorney, fielded questions from the committee and discussed the extent of the liability release, potential risks from remaining in or opting out of the settlements, what actions his firm has observed other municipalities take regarding the settlements, and more. When asked to provide a recommendation, Manthe stated that opinions within his firm are divided, and he would defer to staff's recommendation.

Motion by Hirsch, the motion seconded by Jensen, to approve taking no action and remaining a member of the settlement classes under Master Docket No. 2:18-MN-2873-RMG of the United States District Court for the District of South Carolina, and recommend the same to the Stoughton Common Council at their November 28, 2023 meeting. The motion carried 5 to 2, with Chenoweth and Payton voting No.

<u>Presentation by WPPI Energy: Leading with Purpose:</u> Stoughton Utilities staff introduced Ms. Valy Goepfrich, Vice President of Operations at WPPI Energy, who provided a presentation about general information and updates on WPPI Energy, including power supply, sustainability efforts, wholesale costs, industrywide challenges, and more. Discussion followed.

<u>Scheduling of the Utilities Committee Regular Meeting in December:</u> Stoughton Utilities staff informed the committee that a potential new business item had arisen in recent days and there may be a need for a meeting in December. It was recommended that the December regular meeting remain on the schedule for December 18, and a cancellation will be sent out closer to the meeting date if it is determined there is not a need to hold the meeting. Discussion followed. The committee took no action.

<u>Utilities Committee Future Agenda Items:</u> Stoughton Utilities staff informed the committee that a requested to release a utility easement will be presented at a December or January meeting, and February items will include the annual delinquent account write off list, presentation of the annual year in review report, and presentation of a publication to customers focused on rate education and transparency. The committee requested that additional discussions be held regarding the promotion of the Stoughton Utilities Choose Renewable program. Discussion followed

Adjournment: Being no further business before the committee, the chair adjourned the meeting at 7:24 p.m.

Respectfully submitted,

Brian R. Hoops Stoughton Utilities Assistant Director Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Period			Vendor		Invoice	Invoice	Invoice	Discount	Invoice	Check
	Issue Date	Number	Number	Payee	Number	Sequence	GL Account	Taken	Amount	Amount
0740										
<b>2718</b> 11/23	11/14/2023	2718	809	CINTAS CORPORATION #446	4169961701	1	7430-926-00-00	.00	31.78	31.78
11/23	11/14/2023	2718	809		4169961701		7460-854-00-00	.00	31.61	31.61
11/23	11/14/2023	2718		CINTAS CORPORATION #446	4169961701		7450-926-00-00	.00	37.45	37.45
11/23	11/14/2023	2718			4170661290		7430-926-00-00	.00	16.92	16.92
11/23	11/14/2023	2718	809		4170661290		7460-854-00-00	.00	24.98	24.98
	11/14/2023	2718		CINTAS CORPORATION #446	4170661290		7450-926-00-00	.00	29.72	29.72
							-		-	
7	otal 2718:						-	.00	_	172.46
2720										
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1007231	1	7430-241-00-24	.00	4,569.79	4,569.79
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1007231	2	7430-241-00-24	.00	8,812.26	8,812.26
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1007231	3	7430-241-00-24	.00	2,742.55	2,742.55
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1007231	4	7450-241-00-24	.00	739.29	739.29
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1007231	5	7460-241-00-24	.00	1,087.95	1,087.95
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1007231	6	7430-241-00-24	.00	1,068.74	1,068.74
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1007231	7	7430-241-00-24	.00	641.40	641.40
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1007231	8	7450-241-00-24	.00	172.90	172.90
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1007231	9	7460-241-00-24	.00	254.44	254.44
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1021231	1	7430-241-00-24	.00	8,240.45	8,240.45
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11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1021231	3	7430-241-00-24	.00	2,788.70	2,788.70
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11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1021231	5	7460-241-00-24	.00	1,067.91	1,067.91
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1021231	6	7430-241-00-24	.00	1,076.22	1,076.22
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1021231	7	7430-241-00-24	.00	652.19	652.19
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1021231	8	7450-241-00-24	.00	174.27	174.27
11/23	11/14/2023	2720	25	PAYROLL FEDERAL TAXES - EF	PR1021231	9	7460-241-00-24	.00	249.76	249.76
7	otal 2720:						-	.00	_	39,685.81
							-		=	
2721	44/44/0000	076	F.10	MELLO FAROO RANK	0040707		7400 440 00 00	22	200.00	200.22
11/23	11/14/2023	2721		WELLS FARGO BANK	0018797		7430-143-00-00	.00	399.00	399.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	06325	1	7450-633-00-00	.00	90.00	90.00

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Check Issue Dates: 11/1/2023 - 11/30/2023	Dec 13, 2023 09:08AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
11/23	11/14/2023	2721	516	WELLS FARGO BANK	10/10/2023 0	1	7430-143-00-00	.00	129.75	129.75
11/23	11/14/2023	2721	516	WELLS FARGO BANK	100720	1	7460-833-00-00	.00	206.87	206.87
11/23	11/14/2023	2721	516	WELLS FARGO BANK	111-3713374-	1	7450-921-00-00	.00	153.10	153.10
11/23	11/14/2023	2721	516	WELLS FARGO BANK	111-7895792-	1	7460-831-00-00	.00	226.96	226.96
11/23	11/14/2023	2721	516	WELLS FARGO BANK	111-7895792-	2	7460-831-00-00	.00	226.97	226.97
11/23	11/14/2023	2721	516	WELLS FARGO BANK	111-8273054-	1	7430-921-00-00	.00	39.44	39.44
11/23	11/14/2023	2721	516	WELLS FARGO BANK	111-8822835-	1	7430-921-00-00	.00	44.97	44.97
11/23	11/14/2023	2721	516	WELLS FARGO BANK	112-2020543	1	7430-143-00-00	.00	189.99	189.99
11/23	11/14/2023	2721	516	WELLS FARGO BANK	123483	1	7460-854-00-00	.00	197.99	197.99
11/23	11/14/2023	2721	516	WELLS FARGO BANK	12805	1	7460-831-00-00	.00	1,075.00	1,075.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	138128719	1	7430-903-00-00	.00	94.75	94.75
11/23	11/14/2023	2721	516	WELLS FARGO BANK	138128719	2	7450-903-00-00	.00	13.54	13.54
11/23	11/14/2023	2721	516	WELLS FARGO BANK	138128719	3	7460-840-00-00	.00	20.30	20.30
11/23	11/14/2023	2721	516	WELLS FARGO BANK	138128719	4	7430-233-00-10	.00	6.77	6.77
11/23	11/14/2023	2721	516	WELLS FARGO BANK	138128719	5	7430-903-00-00	.00	115.10	115.10
11/23	11/14/2023	2721	516	WELLS FARGO BANK	138128719	6	7450-903-00-00	.00	16.45	16.45
11/23	11/14/2023	2721	516	WELLS FARGO BANK	138128719	7	7460-840-00-00	.00	24.67	24.67
11/23	11/14/2023	2721	516	WELLS FARGO BANK	138128719	8	7430-233-00-10	.00	8.22	8.22
11/23	11/14/2023	2721	516	WELLS FARGO BANK	13862666	1	7430-143-00-00	.00	4,680.00	4,680.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	150753	1	7430-107-00-00	.00	27.50	27.50
11/23	11/14/2023	2721	516	WELLS FARGO BANK	150753	2	7430-107-00-00	.00	27.49	27.49
11/23	11/14/2023	2721	516	WELLS FARGO BANK	150765	1	7460-833-00-00	.00	408.98	408.98
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11/23	11/14/2023	2721	516	WELLS FARGO BANK	1ZC1028503	1	7460-833-00-00	.00	43.27	43.27
11/23	11/14/2023	2721	516	WELLS FARGO BANK	200817037	1	7430-926-00-00	.00	229.99	229.99
11/23	11/14/2023	2721	516	WELLS FARGO BANK	2317277	1	7460-833-00-00	.00	385.00	385.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	251273	1	7460-833-00-00	.00	39.99	39.99
11/23	11/14/2023	2721	516	WELLS FARGO BANK	251333	1	7430-933-00-00	.00	24.64	24.64
11/23	11/14/2023	2721	516	WELLS FARGO BANK	252047	1	7460-834-00-00	.00	236.38	236.38
11/23	11/14/2023	2721	516	WELLS FARGO BANK	2597117223	1	7430-921-00-00	.00	145.71	145.71
11/23	11/14/2023	2721	516	WELLS FARGO BANK	2597117223	2	7450-921-00-00	.00	52.98	52.98
11/23	11/14/2023	2721	516	WELLS FARGO BANK	2597117223	3	7460-851-00-00	.00	66.23	66.23
11/23	11/14/2023	2721	516	WELLS FARGO BANK	4169247428	1	7430-926-00-00	.00	16.92	16.92
11/23	11/14/2023	2721	516	WELLS FARGO BANK	4169247428	2	7450-926-00-00	.00	32.07	32.07
11/23	11/14/2023	2721	516	WELLS FARGO BANK	4169247428	3	7460-854-00-00	.00	24.98	24.98
11/23	11/14/2023	2721	516	WELLS FARGO BANK	521054494	1	7430-921-00-00	.00	13.50	13.50
11/23	11/14/2023	2721	516	WELLS FARGO BANK	521055287	1	7430-921-00-00	.00	14.25	14.25
11/23	11/14/2023	2721	516	WELLS FARGO BANK	521056028	1	7430-921-00-00	.00	13.50	13.50
11/23	11/14/2023	2721	516	WELLS FARGO BANK	521056852	1	7430-921-00-00	.00	13.50	13.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
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11/23	11/14/2023	2721	516	WELLS FARGO BANK	A95621	1	7430-594-00-00	.00	9.99	9.99
11/23	11/14/2023	2721	516	WELLS FARGO BANK	A96245	1	7460-834-00-00	.00	1,199.00	1,199.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	A97946	1	7430-107-00-00	.00	46.96	46.96
11/23	11/14/2023	2721	516	WELLS FARGO BANK	B04972	1	7430-932-00-00	.00	504.20	504.20
11/23	11/14/2023	2721	516	WELLS FARGO BANK	B04985	1	7430-932-00-00	.00	122.70	122.70
11/23	11/14/2023	2721	516	WELLS FARGO BANK	B930124	1	7460-834-00-00	.00	26.55	26.55
11/23	11/14/2023	2721	516	WELLS FARGO BANK	B930222	1	7460-832-10-36	.00	38.11	38.11
11/23	11/14/2023	2721	516	WELLS FARGO BANK	B931277	1	7460-833-00-00	.00	5.57	5.57
11/23	11/14/2023	2721	516	WELLS FARGO BANK	B931954	1	7460-833-00-00	.00	48.47	48.47
11/23	11/14/2023	2721	516	WELLS FARGO BANK	B931966	1	7460-833-00-00	.00	33.99	33.99
11/23	11/14/2023	2721	516	WELLS FARGO BANK	B932377	1	7460-833-00-00	.00	20.15	20.15
11/23	11/14/2023	2721	516	WELLS FARGO BANK	CFUSA8008	1	7430-921-00-00	.00	13.75	13.75
11/23	11/14/2023	2721	516	WELLS FARGO BANK	CFUSA8008	2	7450-921-00-00	.00	5.00	5.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	CFUSA8008	3	7460-851-00-00	.00	6.25	6.25
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	1	7430-921-00-00	.00	69.30	69.30
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	2	7450-921-00-00	.00	25.20	25.20
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	3	7460-851-00-00	.00	31.50	31.50
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	4	7430-921-00-00	.00	27.50	27.50
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	5	7450-921-00-00	.00	10.00	10.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	6	7460-851-00-00	.00	12.50	12.50
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	7	7430-921-00-00	.00	11.00	11.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	8	7450-921-00-00	.00	4.00	4.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	9	7460-851-00-00	.00	5.00	5.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	10	7430-921-00-00	.00	33.00	33.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	11	7450-921-00-00	.00	12.00	12.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	12	7460-851-00-00	.00	15.00	15.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	13	7430-921-00-00	.00	33.00	33.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	14	7450-921-00-00	.00	12.00	12.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	E0400PI1H8	15	7460-851-00-00	.00	15.00	15.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	G030144209	1	7430-921-10-00	.00	82.82	82.82
11/23	11/14/2023	2721	516	WELLS FARGO BANK	G030144209	2	7450-921-00-00	.00	30.12	30.12
11/23	11/14/2023	2721	516	WELLS FARGO BANK	G030144209	3	7460-851-00-00	.00	37.65	37.65
11/23	11/14/2023	2721	516	WELLS FARGO BANK	IVOPMAZVY	1	7430-921-00-00	.00	16.20	16.20
11/23	11/14/2023	2721	516	WELLS FARGO BANK	IVOPMAZVY	2		.00	5.89	5.89
11/23	11/14/2023	2721	516	WELLS FARGO BANK	IVOPMAZVY	3	7460-851-00-00	.00	7.37	7.37
11/23	11/14/2023	2721	516	WELLS FARGO BANK	MQ50734,M	1	7430-921-00-00	.00	445.50	445.50
11/23	11/14/2023	2721	516	WELLS FARGO BANK	MQ50734,M		7450-921-00-00	.00	162.00	162.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	MQ50734,M	3		.00	202.50	202.50

GL	Check	Check	Vendor		Invoice	Invoice	Invoice	Discount	Invoice	Check
Period	Issue Date	Number	Number	Payee	Number	Sequence	GL Account	Taken	Amount	Amount
11/23	11/14/2023	2721	516	WELLS FARGO BANK	MQ50734,M	4	7430-921-00-00	.00	99.00	99.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	MQ50734,M	5	7450-921-00-00	.00	36.00	36.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	MQ50734,M	6	7460-851-00-00	.00	45.00	45.00
11/23	11/14/2023	2721	516	WELLS FARGO BANK	MT5409QXQ	1	7450-921-00-00	.00	.99	.99
11/23	11/14/2023	2721	516	WELLS FARGO BANK	OCT 2023	1	7430-926-00-00	.00	489.72	489.72
11/23	11/14/2023	2721	516	WELLS FARGO BANK	OCT 2023 A	1	7460-833-00-00	.00	99.84	99.84
11/23	11/14/2023	2721	516	WELLS FARGO BANK	R710C9C	1	7460-854-00-00	.00	156.03	156.03
11/23	11/14/2023	2721	516	WELLS FARGO BANK	SA4953856	1	7430-143-00-00	.00	324.19	324.19
11/23	11/14/2023	2721	516	WELLS FARGO BANK	SA4953856	2	7430-143-00-00	.00	361.34	361.34
11/23	11/14/2023	2721	516	WELLS FARGO BANK	VT-90395	1	7430-143-00-00	.00	449.85	449.85
11/23	11/14/2023	2721	516	WELLS FARGO BANK	WISTG10444	1	7460-832-10-36	.00	309.71	309.71
11/23	11/14/2023	2721	516	WELLS FARGO BANK	WISTG10457	1	7430-594-00-00	.00	2.50	2.50
11/23	11/14/2023	2721	516	WELLS FARGO BANK	WISTGI0448	1	7460-832-10-36	.00	3.24	3.24
11/23	11/14/2023	2721	516	WELLS FARGO BANK	ZHAFLU78Q	1	7430-143-00-00	.00	49.93	49.93
Т	otal 2721:						_	.00	_	15,754.42
2722										
11/23	11/14/2023	2722	10	WI DEPT OF REVENUE TAXPAY	PR1007231	1	7430-241-00-24	.00	3,518.36	3,518.36
11/23	11/14/2023	2722	10	WI DEPT OF REVENUE TAXPAY	PR1021231	1	7430-241-00-24	.00	3,342.89	3,342.89
Т	otal 2722:						_	.00	_	6,861.25
2727										
11/23	11/14/2023	2727	856	GORDON FLESCH COMPANY, I	OCT 2023	1	7430-921-00-00	.00	65.82	65.82
11/23	11/14/2023	2727	856	GORDON FLESCH COMPANY, I	OCT 2023	2	7450-921-00-00	.00	23.69	23.69
11/23	11/14/2023	2727	856	GORDON FLESCH COMPANY, I	OCT 2023	3	7460-851-00-00	.00	31.59	31.59
11/23	11/14/2023	2727	856	GORDON FLESCH COMPANY, I	OCT 2023	4	7430-233-00-10	.00	10.53	10.53
Т	otal 2727:						_	.00	_	131.63
2728										
11/23	11/14/2023	2728	3	ALLIANT ENERGY - ACH	OCT 2023	1	7430-143-00-00	.00	159.93	159.93
11/23	11/14/2023	2728	3	ALLIANT ENERGY - ACH	OCT 2023	2	7430-932-00-00	.00	82.65-	82.65
11/23	11/14/2023	2728	3	ALLIANT ENERGY - ACH	OCT 2023	3	7450-624-00-35	.00	14.00	14.00
11/23	11/14/2023	2728	3	ALLIANT ENERGY - ACH	OCT 2023	4	7450-624-00-35	.00	9.00	9.00
	11/14/2023	2728	3	ALLIANT ENERGY - ACH	OCT 2023	5	7450-624-00-35	.00	.25	.25
11/23	11/11/2020						7450 004 00 05	00	44.00	44.00
11/23 11/23	11/14/2023	2728	3	ALLIANT ENERGY - ACH	OCT 2023	6	7450-624-00-35	.00	14.00	14.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
To	otal 2728:						-	.00	_	349.49
2729										
11/23	11/14/2023	2729	15	ASSOCIATED BANK-ACH	OCT 2023	1	7430-903-00-00	.00	12,147.57	12,147.57
11/23	11/14/2023	2729		ASSOCIATED BANK-ACH	OCT 2023		7430-233-00-10	.00	867.68	867.68
11/23	11/14/2023	2729		ASSOCIATED BANK-ACH	OCT 2023		7450-903-00-00	.00	1,735.37	1,735.37
11/23	11/14/2023	2729		ASSOCIATED BANK-ACH	OCT 2023		7460-840-00-00	.00	2,603.05	2,603.05
To	otal 2729:						_	.00	_	17,353.67
2730										
11/23	11/14/2023	2730	1	DELTA DENTAL - EFT	OCT 2023	1	7430-926-00-92	.00	945.90	945.90
11/23	11/14/2023	2730	1	DELTA DENTAL - EFT	OCT 2023	2	7450-926-00-92	.00	343.96	343.96
11/23	11/14/2023	2730	1	DELTA DENTAL - EFT	OCT 2023	3	7460-854-00-00	.00	429.95	429.95
To	otal 2730:						-	.00	_	1,719.81
2731										
11/23	11/14/2023	2731	2	EMPLOYEE BENEFITS CORP -	OCT 2023	1	7430-242-00-24	.00	480.74	480.74
11/23	11/14/2023	2731	2	EMPLOYEE BENEFITS CORP -	OCT 2023	2	7430-926-00-92	.00	22.49	22.49
11/23	11/14/2023	2731	2	EMPLOYEE BENEFITS CORP -	OCT 2023	3	7450-926-00-92	.00	8.18	8.18
11/23	11/14/2023	2731	2	EMPLOYEE BENEFITS CORP -	OCT 2023	4	7460-854-00-00	.00	10.23	10.23
To	otal 2731:						_	.00	_	521.64
2732										
11/23	11/14/2023	2732	421	FIRST DATA CHARGES	OCT 2023	1	7430-903-00-00	.00	28.50	28.50
11/23	11/14/2023	2732	421	FIRST DATA CHARGES	OCT 2023	2	7430-233-00-10	.00	2.04	2.04
11/23	11/14/2023	2732	421	FIRST DATA CHARGES	OCT 2023	3	7450-903-00-00	.00	4.07	4.07
11/23	11/14/2023	2732	421	FIRST DATA CHARGES	OCT 2023	4	7460-840-00-00	.00	6.11	6.11
To	otal 2732:						-	.00	_	40.72
2733										
11/23	11/14/2023	2733	499	LV LABS WW, LLC	OCT 2023	1	7460-852-00-00	.00	1,105.00	1,105.00
To	otal 2733:							.00		1,105.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
2734											
11/23	11/14/2023	2734	318	PITNEY-BOWES INC-PURCHAS	OCT 2023	1	7430-921-00-00	.00	282.48	282.48	
11/23	11/14/2023	2734	318	PITNEY-BOWES INC-PURCHAS	OCT 2023	2	7450-921-00-00	.00	101.69	101.69	
11/23	11/14/2023	2734	318	PITNEY-BOWES INC-PURCHAS	OCT 2023	3	7460-851-00-00	.00	135.59	135.59	
11/23	11/14/2023	2734	318	PITNEY-BOWES INC-PURCHAS	OCT 2023	4	7430-233-00-10	.00	45.20	45.20	
To	otal 2734:						-	.00	_	564.96	
2735											
11/23	11/14/2023	2735	547	SPECTRUM - ACH	OCT 2023	1	7430-921-00-00	.00	235.30	235.30	
11/23	11/14/2023	2735	547	SPECTRUM - ACH	OCT 2023	2	7450-921-00-00	.00	85.56	85.56	
11/23	11/14/2023	2735	547	SPECTRUM - ACH	OCT 2023	3	7460-851-00-00	.00	106.95	106.95	
To	otal 2735:						-	.00	_	427.81	
2736											
11/23	11/14/2023	2736	7	TDS METROCOM - ACH	OCT 2023	1	7430-921-00-00	.00	432.79	432.79	
11/23	11/14/2023	2736		TDS METROCOM - ACH	OCT 2023		7450-921-00-00	.00	155.80	155.80	
11/23	11/14/2023	2736		TDS METROCOM - ACH	OCT 2023		7460-851-00-00	.00	207.74	207.74	
11/23	11/14/2023	2736	7	TDS METROCOM - ACH	OCT 2023	4	7430-233-00-10	.00	69.25 -	69.25	
To	otal 2736:						-	.00	_	865.58	
2737											
11/23	11/14/2023	2737	4	US CELLULAR - ACH	OCT 2023	1	7430-921-00-00	.00	592.32	592.32	
	11/14/2023	2737		US CELLULAR - ACH	OCT 2023		7450-921-00-00	.00	342.85	342.85	
11/23	11/14/2023	2737	4	US CELLULAR - ACH	OCT 2023	3	7460-851-00-00	.00	262.85	262.85	
To	otal 2737:						-	.00	_	1,198.02	
2738											
11/23	11/14/2023	2738	10	WI DEPT OF REVENUE TAXPAY	OCT 2023	1	7430-241-00-24	.00	63,456.55 -	63,456.55	
To	otal 2738:						-	.00	_	63,456.55	
2739											
11/23	11/14/2023	2739		WPPI	37-102023		7430-253-00-11	.00	2,730.00	2,730.00	
11/23	11/14/2023	2739		WPPI	37-102023		7430-143-95-00	.00	268.80-	268.80-	
11/23	11/14/2023	2739	9	WPPI	37-102023	3	7430-442-70-00	.00	385.67-	385.67-	

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GL	Check	Check	Vendor	Davisa	Invoice	Invoice	Invoice	Discount	Invoice	Check	
Period	Issue Date	Number	Number	Payee	Number	Sequence	GL Account	Taken ————————	Amount -	Amount	
11/23	11/14/2023	2739	9	WPPI	37-102023	4	7460-840-00-00	.00	817,380.16	817,380.16	
11/23	11/14/2023	2739	9	WPPI	37-102023	5	7430-903-00-00	.00	2,306.70	2,306.70	
	11/14/2023	2739		WPPI	37-102023		7430-233-00-10	.00	361.84	361.84	
	11/14/2023	2739		WPPI	37-102023		7450-903-00-00	.00	859.36	859.36	
11/23	11/14/2023	2739	9	WPPI	37-102023	8	7460-840-00-00	.00	995.05 -	995.05	
To	otal 2739:						-	.00	-	823,978.64	
29200											
11/23	11/02/2023	29200	878	ALTEC INDUSTRIES, INC	51298084	1	7430-933-00-00	.00	510.00	510.00	
11/23	11/02/2023	29200	878	ALTEC INDUSTRIES, INC	51299243	1	7430-933-00-00	.00	495.00	495.00	
To	otal 29200:						-	.00	_	1,005.00	
<b>29201</b> 11/23	11/02/2023	29201	1113	BOGIE ENTERPRISES INC	22-0022288	1	7460-379-00-00	.00	6,502.59	6,502.59	
To	otal 29201:						-	.00	_	6,502.59	
							-		-		
<b>29202</b> 11/23	11/02/2023	29202	131	CITY OF STOUGHTON	SEP23STOR	1	7430-233-00-10	.00	63,007.04	63,007.04	
To	otal 29202:						_	.00	_	63,007.04	
29203											
11/23	11/02/2023	29203	816	CORE & MAIN LP	T732616	1	7460-833-00-00	.00	38.00	38.00	
To	otal 29203:						-	.00	-	38.00	
29204											
11/23	11/02/2023	29204	261	DINGES FIRE COMPANY MOTO	46383	1	7450-673-00-00	.00	95.00	95.00	
11/23	11/02/2023	29204	261	DINGES FIRE COMPANY MOTO	46383	2	7460-834-00-00	.00	95.00	95.00	
To	otal 29204:						-	.00	-	190.00	
29205											
11/23	11/02/2023	29205	1116	Electrical Solutions, Inc.	1109	1	7430-932-00-00	.00	198.63	198.63	
11/23	11/02/2023	29205	1116	Electrical Solutions, Inc.	1109	2	7450-932-00-00	.00	72.23	72.23	
11/23	11/02/2023	29205	1116	Electrical Solutions, Inc.	1109	3	7460-834-00-00	.00	90.28	90.28	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
To	otal 29205:							.00	-	361.14
29206										
	11/02/2023	29206	550	FIRST SUPPLY LLC MADISON	13913746-00	1	7460-833-00-00	.00	24.39	24.39
To	otal 29206:							.00	_	24.39
29207										
11/23	11/02/2023	29207	451	INSIGHT FS	19007193	1	7430-933-00-00	.00	1,177.75	1,177.75
11/23	11/02/2023	29207	451	INSIGHT FS	19007193	2	7450-933-00-00	.00	428.27	428.27
11/23	11/02/2023	29207	451	INSIGHT FS	19007193	3	7460-828-00-00	.00	535.35	535.35
11/23	11/02/2023	29207	451	INSIGHT FS	19007194	1	7430-933-00-00	.00	468.47	468.47
11/23	11/02/2023	29207	451	INSIGHT FS	19007194	2	7450-933-00-00	.00	170.35	170.35
11/23	11/02/2023	29207	451	INSIGHT FS	19007194	3	7460-828-00-00	.00	212.94	212.94
To	otal 29207:							.00	-	2,993.13
29208										
11/23	11/02/2023	29208	560	LAVELLE CONCRETE SERVICE	# 2394	1	7450-673-00-00	.00	1,500.00	1,500.00
To	otal 29208:							.00	_	1,500.00
29209										
	11/02/2023	29209	232	MIDWEST TESTING LLC	5991	1	7450-633-00-00	.00	1,085.00	1,085.00
To	otal 29209:							.00	_	1,085.00
29210										
11/23	11/02/2023	29210	1114	ONTECH SYSTEMS, INC	84563	1	7430-921-00-00	.00	742.50	742.50
11/23	11/02/2023	29210	1114	ONTECH SYSTEMS, INC	84563	2	7450-921-00-00	.00	270.00	270.00
11/23	11/02/2023	29210	1114	ONTECH SYSTEMS, INC	84563	3	7460-851-00-00	.00	337.50	337.50
To	otal 29210:							.00	_	1,350.00
29211										
11/23	11/02/2023	29211	400	RESCO	3010665	1	7430-368-00-33	.00	12,165.00	12,165.00
11/23	11/02/2023	29211	400	RESCO	3010665	2	7430-368-00-33	.00	18,450.00	18,450.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
To	otal 29211:							.00	-	30,615.00
29212										
11/23	11/02/2023	29212	222	SCHWEITZER ENGINEERING L	INV-0009074	1	7430-107-00-00	.00	3,533.20	3,533.20
To	otal 29212:							.00	_	3,533.20
29213										
11/23	11/02/2023	29213	146	STOUGHTON ELECTRIC UTIL.	1	1	7460-831-00-00	.00	133.48	133.48
To	otal 29213:							.00	-	133.48
29264										
11/23	11/10/2023	29264	865	BOARDMAN & CLARK LLP	275029	1	7430-923-00-00	.00	231.00	231.00
11/23	11/10/2023	29264	865	BOARDMAN & CLARK LLP	275029	2	7450-923-00-00	.00	84.00	84.00
11/23	11/10/2023	29264	865	BOARDMAN & CLARK LLP	275029	3	7460-923-00-00	.00	105.00	105.00
To	otal 29264:							.00	_	420.00
29265										
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	1	7430-926-00-92	.00	13,272.36	13,272.36
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	2	7450-926-00-92	.00	6,195.69	6,195.69
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	3	7460-840-00-00	.00	9,017.77	9,017.77
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	4	7430-242-00-24	.00	136.94	136.94
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	5	7430-242-00-24	.00	21.71	21.71
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	6	7430-926-00-92	.00	151.33	151.33
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	7	7450-926-00-92	.00	66.21	66.21
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	8	7460-854-00-00	.00	86.81	86.81
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	9	7430-242-00-24	.00	236.64	236.64
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	10	7450-673-00-00	.00	1,135.00	1,135.00
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	11	7450-675-00-00	.00	162.50	162.50
11/23	11/10/2023	29265	131	CITY OF STOUGHTON	4547	12	7450-233-00-00	.00	1,771.04	1,771.04
To	otal 29265:							.00	_	32,254.00
29266										
11/23	11/10/2023	29266	967	HYDRO CORP	0074884-IN	1	7450-664-00-00	.00	855.00	855.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
To	otal 29266:							.00	-	855.00
<b>29267</b> 11/23	11/10/2023	29267	166	INKWORKS, INC.	32933	1	7430-143-00-00	.00	701.96	701.96
To	otal 29267:							.00	_	701.96
<b>29268</b> 11/23	11/10/2023	29268	1135	Karcz Utility Services, LLC	828	1	7430-593-00-00	.00	171.00	171.00
	otal 29268:			,				.00	-	171.00
<b>29269</b> 11/23	11/10/2023	29269	487	MARTELLE WATER TREATMEN	26122	1	7450-641-00-00	.00	1,678.40	1,678.40
	otal 29269:	20200	101	Willes Wiley Inc.	20122	·	7 100 0 11 00 00	.00	-	1,678.40
<b>29270</b> 11/23	11/10/2023	29270	436	STOUGHTON LUMBER CO., INC	K67248	1	7450-673-00-00	.00	22.99	22.99
	otal 29270:	20270	100	erecenten Esmbert ee, me	1107210	·	7 100 070 00 00	.00	-	22.99
<b>29271</b> 11/23	11/10/2023	29271	1124	STOUGHTON PUBLIC LIBRARY	ADVANCE R	1	7430-252-00-00	.00	2,076.45	2,076.45
	otal 29271:	202.			7.5 7.110211	·	. 100 202 00 00	.00		2,076.45
29272	11/10/2023	29272	675	WI STATE LAB OF HYGIENE	758820	1	7450-642-00-00	.00	28.00	28.00
	otal 29272:	23212	075	WIGIAIL LAB OF THOLENE	730020	·	7430-042-00-00	.00	-	28.00
29273									-	
11/23 To	11/10/2023 otal 29273:	29273	133	WISCONSIN SCTF	PR1104231	1	7430-242-00-24	.00	596.20 -	596.20 596.20

GL Period 29274 11/23	Check Issue Date	Check	Vendor							
		Number	Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
	11/29/2023	29274	408	ALFA LAVAL INC.	283060472	1	7460-833-00-00	.00	1,214.65	1,214.65
	ital 29274:						-	.00		1,214.65
							-		-	
29275										
	11/29/2023	29275		ALTEC INDUSTRIES, INC	51315863		7430-933-00-00	.00	1,347.41	1,347.41
11/23	11/29/2023	29275	878	ALTEC INDUSTRIES, INC	51318552	1	7430-933-00-00	.00	616.63 -	616.63
Tc	tal 29275:						-	.00	-	1,964.04
29276										
11/23	11/29/2023	29276	983	C & M HYDRAULIC TOOL SUPPL	0178510-IN	1	7430-925-00-00	.00	213.84	213.84
	11/29/2023	29276		C & M HYDRAULIC TOOL SUPPL		2	7450-925-00-00	.00	77.76	77.76
11/23	11/29/2023	29276	983	C & M HYDRAULIC TOOL SUPPL	0178510-IN	3	7460-850-00-00	.00	97.20	97.20
Tc	tal 29276:						-	.00	_	388.80
29277										
11/23	11/29/2023	29277	816	CORE & MAIN LP	T732593	1	7460-833-00-00	.00	1,414.00	1,414.00
11/23	11/29/2023	29277	816	CORE & MAIN LP	T732593	2	7460-833-00-00	.00	313.00	313.00
Tc	tal 29277:						_	.00	_	1,727.00
29278										
11/23	11/29/2023	29278	369	EQUIPMENT DEPOT	02S6066090	1	7430-933-00-00	.00	208.98	208.98
11/23	11/29/2023	29278	369	EQUIPMENT DEPOT	02S6066090	2	7450-933-00-00	.00	75.99	75.99
11/23	11/29/2023	29278	369	EQUIPMENT DEPOT	02S6066090	3	7460-828-00-00	.00	95.00	95.00
Tc	tal 29278:							.00		379.97
29279							-		_	
	11/29/2023	29279	148	FASTENAL COMPANY	WISTG10464	1	7460-833-00-00	.00	414.79	414.79
Tc	tal 29279:							.00		414.79
29280							=		=	
	11/29/2023	29280	236	GRAINGER, INC	9903052398	1	7460-833-00-00	.00	422.36	422.36
	11/29/2023	29280		GRAINGER, INC	9906406674		7460-833-00-00	.00	258.32	258.32

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
To	otal 29280:						-	.00	-	680.68
29281										
11/23	11/29/2023	29281	429	MACQUEEN EQUIPMENT	P31562	1	7460-831-00-00	.00	274.19	274.19
11/23	11/29/2023	29281	429	MACQUEEN EQUIPMENT	P31562	2	7460-831-00-00	.00	24.26	24.26
To	otal 29281:						-	.00	_	298.45
29282										
11/23	11/29/2023	29282	997	PETERSON PEST MANAGEMEN	1891	1	7430-932-00-00	.00	49.50	49.50
11/23	11/29/2023	29282	997	PETERSON PEST MANAGEMEN	1891	2	7450-932-00-00	.00	18.00	18.00
11/23	11/29/2023	29282	997	PETERSON PEST MANAGEMEN	1891	3	7460-834-00-00	.00	22.50	22.50
To	otal 29282:						-	.00	_	90.00
29283										
11/23	11/29/2023	29283	491	PUBLIC SVC. COMM. OF WI.	2310-I-05740	1	7430-928-00-00	.00	2,898.31	2,898.31
To	otal 29283:						-	.00	_	2,898.31
29284										
11/23	11/29/2023	29284	400	RESCO	3011667	1	7430-594-00-00	.00	53.74	53.74
To	otal 29284:						_	.00	_	53.74
29285										
11/23	11/29/2023	29285	1137	REVERE ELECTRIC SUPPLY CO	S4989458.00	1	7460-833-00-00	.00	949.00	949.00
11/23	11/29/2023	29285	1137	REVERE ELECTRIC SUPPLY CO	S4989458.00	2	7460-833-00-00	.00	277.25	277.25
11/23	11/29/2023	29285	1137	REVERE ELECTRIC SUPPLY CO	S5013096.00	1	7430-593-00-00	.00	2,804.72	2,804.72
To	otal 29285:						_	.00	_	4,030.97
29286										
11/23	11/29/2023	29286	405	ROSENBAUM CRUSHING & EX	6964	1	7450-673-00-00	.00	40.00	40.00
To	otal 29286:							.00		40.00

k Check ate Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	
023 2928	7 352	2 STAPLES	1651886991	1	7460-851-00-00	.00	176.91	176.91	
023 2928	7 352	2 STAPLES	1651886991	2	7450-921-00-00	.00	141.53	141.53	
023 2928	7 352	2 STAPLES	1651886991	3	7430-921-00-00	.00	389.20	389.20	
<b>7</b> :					-	.00	-	707.64	
023 2928	8 1138	WATER WELL SOLUTIONS WIS	WI23-09-122	1	7450-633-00-00	.00	27,983.25	27,983.25	
023 2928	8 1138	WATER WELL SOLUTIONS WIS	WI23-10-104	1	7450-624-00-35	.00	3,710.00	3,710.00	
3:					-	.00	_	31,693.25	
023 2928	9 1098	3 ZORO TOOLS, INC.	INV1329919	1	7430-933-00-00	.00	281.99	281.99	
9:					-	.00	-	281.99	
023 10245	0 327	BORDER STATES ELECTRIC SU	927250161	1	7430-593-00-00	.00	95.78	95.78	
50:					-	.00	-	95.78	
023 10245	1 795	5 EMS INDUSTRIAL, INC.	921800	1	7460-833-00-00	.00	73.86	73.86	
51:					_	.00	_	73.86	
023 10245	2 157	FORSTER ELEC. ENG.,INC.	24935	1	7430-107-00-00	.00	82.50	82.50	
023 10245	2 157	FORSTER ELEC. ENG.,INC.	24936	1	7430-107-00-00	.00	725.00	725.00	
023 10245	2 157	FORSTER ELEC. ENG.,INC.	24937	1	7430-107-00-00	.00	72.50	72.50	
023 10245	2 157	FORSTER ELEC. ENG.,INC.	24938	1	7430-923-00-00	.00	236.25	236.25	
52:					-	.00	-	1,116.25	
023 10245	3 852	2 INFOSEND, INC	248546	1	7430-233-00-10	.00	293.07	293.07	
023 10245	3 852	2 INFOSEND, INC	248546	2	7430-903-00-00	.00	1,831.70	1,831.70	
52: 023	3 10245	3 102453 85 <u>2</u>	8 102453 852 INFOSEND, INC	8 102453 852 INFOSEND, INC 248546	8 102453 852 INFOSEND, INC 248546 1	3 102453 852 INFOSEND, INC 248546 1 7430-233-00-10	.00 .00 .00 .00 .00 .00	.00	3 102453 852 INFOSEND, INC 248546 1 7430-233-00-10 .00 293.07 293.07

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
11/23	11/03/2023	102453	852	INFOSEND, INC	248546	3	7430-143-00-00	.00	108.44	108.44
11/23	11/03/2023	102453	852	INFOSEND, INC	248546	4	7450-903-00-00	.00	659.41	659.41
11/23	11/03/2023	102453	852	INFOSEND, INC	248546	5	7460-840-00-00	.00	879.22	879.22
To	otal 102453:						_	.00	_	3,771.84
102454										
11/23	11/03/2023	102454	876	JOSEPH ADLER	2023 BOOTS	1	7430-926-00-00	.00	300.00	300.00
To	otal 102454:						_	.00	_	300.00
102455										
11/23	11/03/2023	102455	290	MID-WEST TREE & EXCAVATIO	21461	1	7430-107-00-00	.00	576.00	576.00
11/23	11/03/2023	102455	290	MID-WEST TREE & EXCAVATIO	21462	1	7430-107-00-00	.00	1,099.50	1,099.50
11/23	11/03/2023	102455	290	MID-WEST TREE & EXCAVATIO	21463	1	7430-107-00-00	.00	350.00	350.00
11/23	11/03/2023	102455	290	MID-WEST TREE & EXCAVATIO	21465	1	7430-107-00-00	.00	1,078.45	1,078.45
11/23	11/03/2023	102455	290	MID-WEST TREE & EXCAVATIO	21465	2	7430-107-00-00	.00	1,968.80	1,968.80
11/23	11/03/2023	102455	290	MID-WEST TREE & EXCAVATIO	21466	1	7430-107-00-00	.00	350.00	350.00
11/23	11/03/2023	102455	290	MID-WEST TREE & EXCAVATIO	21468	1	7430-107-00-00	.00	836.49	836.49
To	otal 102455:						_	.00	_	6,259.24
102456										
11/23	11/03/2023	102456	830	NCL OF WISCONSIN, INC.	493497	1	7460-833-00-00	.00	57.74	57.74
11/23	11/03/2023	102456	830	NCL OF WISCONSIN, INC.	494901	1	7460-833-00-00	.00	398.18	398.18
To	otal 102456:						_	.00	_	455.92
102457										
11/23	11/03/2023	102457	448	STRAND ASSOCIATES INC.	0202203	1	7460-107-00-00	.00	115.75	115.75
11/23	11/03/2023	102457	448	STRAND ASSOCIATES INC.	0202203	2	7460-107-00-00	.00	115.75	115.75
11/23	11/03/2023	102457	448	STRAND ASSOCIATES INC.	0202203	3	7460-107-00-00	.00	115.75	115.75
11/23	11/03/2023	102457	448	STRAND ASSOCIATES INC.	0202203	4	7450-107-00-00	.00	115.74	115.74
11/23	11/03/2023	102457	448	STRAND ASSOCIATES INC.	0202203	5	7450-107-00-00	.00	115.75	115.75
11/23	11/03/2023	102457	448	STRAND ASSOCIATES INC.	0202203	6	7450-107-00-00	.00	115.75	115.75
11/23	11/03/2023	102457	448	STRAND ASSOCIATES INC.	0202703	1	7460-923-00-00	.00	908.91	908.91
To	otal 102457:							.00		1,603.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
										7 1110 4111
102458										
	11/29/2023	102458		BORDER STATES ELECTRIC SU			7430-593-00-00	.00	95.78	95.78
11/23	11/29/2023	102458					7430-593-00-00	.00	95.78	95.78
11/23	11/29/2023	102458	327	BORDER STATES ELECTRIC SU	927369511	1	7430-595-00-00	.00	650.38	650.38
T	otal 102458:							.00		841.94
102459										
11/23	11/29/2023	102459	727	GLS UTILITY LLC	16095	1	7430-584-00-00	.00	8,793.40	8,793.40
11/23	11/29/2023	102459	727	GLS UTILITY LLC	16095	2	7450-923-00-00	.00	7,990.15	7,990.15
11/23	11/29/2023	102459	727	GLS UTILITY LLC	16095	3	7460-923-00-00	.00	2,274.65	2,274.65
T	otal 102459:							.00		19,058.20
102460										
11/23	11/29/2023	102460	852	INFOSEND, INC	250351	1	7430-903-00-00	.00	1,828.00	1,828.00
11/23	11/29/2023	102460	852	INFOSEND, INC	250351	2	7450-903-00-00	.00	658.08	658.08
11/23	11/29/2023	102460	852	INFOSEND, INC	250351	3	7460-840-00-00	.00	877.44	877.44
11/23	11/29/2023	102460	852	INFOSEND, INC	250351	4	7430-253-00-11	.00	108.52	108.52
11/23	11/29/2023	102460	852	INFOSEND, INC	250351	5	7430-233-00-10	.00	292.48	292.48
T	otal 102460:							.00	-	3,764.52
102461										
11/23	11/29/2023	102461	995	MEUW	102323-35	1	7430-921-00-00	.00	145.00	145.00
T	otal 102461:							.00	-	145.00
102462										
11/23	11/29/2023	102462	290	MID-WEST TREE & EXCAVATIO	21472	1	7430-107-00-00	.00	384.48	384.48
11/23	11/29/2023	102462	290	MID-WEST TREE & EXCAVATIO	21472	2	7430-107-00-00	.00	350.00	350.00
11/23	11/29/2023	102462	290	MID-WEST TREE & EXCAVATIO	21472	3	7430-107-00-00	.00	417.75	417.75
11/23	11/29/2023	102462	290	MID-WEST TREE & EXCAVATIO	21472	4	7430-107-00-00	.00	501.30	501.30
11/23	11/29/2023	102462	290	MID-WEST TREE & EXCAVATIO	21473	1	7430-107-00-00	.00	350.00	350.00
11/23	11/29/2023	102462	290	MID-WEST TREE & EXCAVATIO	21474	1	7430-107-00-00	.00	7,645.25	7,645.25
Т	otal 102462:							.00		9,648.78

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
102463										
11/23	11/29/2023	102463	787	MILLENNIUM	23-95488A-	1	7430-925-00-00	.00	530.06	530.06
To	tal 102463:							.00		530.06
102464										
11/23	11/29/2023	102464	603	SEERA-WIPFLI LLP	OCT 23	1	7430-253-00-11	.00	5,685.86	5,685.86
To	tal 102464:							.00		5,685.86
102465										
11/23	11/29/2023	102465	355	STUART C IRBY CO.	S013704206.	1	7430-154-40-00	.00	2,684.40	2,684.40
To	tal 102465:							.00		2,684.40
102466										
11/23	11/29/2023	102466	593	UNITED LIQUID WASTE RECYC	45244	1	7460-825-00-00	.00	38,887.70	38,887.70
To	tal 102466:							.00		38,887.70
G	rand Totals:							.00		1,267,116.46

#### Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
7400-131-00-0000	.00	.00	.00
7430-107-00-0000	20,423.17	.00	20,423.17
7430-143-00-0000	159.93	.00	159.93
7430-143-00-0001	7,394.45	.00	7,394.45
7430-143-95-0000	.00	268.80-	268.80-
7430-154-40-0000	2,684.40	.00	2,684.40
7430-232-00-0000	737.12	304,545.54-	303,808.42-
7430-233-00-1099	64,964.12	.00	64,964.12
7430-241-00-2400	17,052.71	.00	17,052.71
7430-241-00-2401	6,861.25	.00	6,861.25
7430-241-00-2402	18,141.39	.00	18,141.39

GL	. Account	Debit	Credit	Proof
	7430-241-00-2403	63,456.55	.00	63,456.55
	7430-242-00-2413	236.64	.00	236.64
	7430-242-00-2416	596.20	.00	596.20
	7430-242-00-2417	480.74	.00	480.74
	7430-242-00-2419	158.65	.00	158.65
	7430-252-00-0000	2,076.45	.00	2,076.45
	7430-253-00-1120	5,794.38	.00	5,794.38
	7430-253-00-1121	2,730.00	.00	2,730.00
	7430-368-00-3303	30,615.00	.00	30,615.00
	7430-442-70-0003	.00	385.67-	385.67-
	7430-584-00-0000	8,793.40	.00	8,793.40
	7430-593-00-0000	3,263.06	.00	3,263.06
	7430-594-00-0000	66.23	.00	66.23
	7430-595-00-0000	650.38	.00	650.38
	7430-903-00-0000	18,352.32	.00	18,352.32
	7430-921-00-0000	3,918.53	.00	3,918.53
	7430-921-10-0000	82.82	.00	82.82
	7430-923-00-0000	467.25	.00	467.25
	7430-925-00-0000	743.90	.00	743.90
	7430-926-00-0000	1,085.33	.00	1,085.33
	7430-926-00-9261	151.33	.00	151.33
	7430-926-00-9262	14,240.75	.00	14,240.75
	7430-928-00-0000	2,898.31	.00	2,898.31
	7430-932-00-0000	875.03	82.65-	792.38
	7430-933-00-0000	5,130.87	.00	5,130.87
	7450-107-00-0000	347.24	.00	347.24
	7450-232-00-0000	.00	63,579.03-	63,579.03-
	7450-233-00-0000	1,771.04	.00	1,771.04
	7450-241-00-2402	1,831.65	.00	1,831.65
	7450-624-00-3504	3,724.00	.00	3,724.00
	7450-624-00-3505	9.00	.00	9.00
	7450-624-00-3507	.25	.00	.25
	7450-624-00-3511	14.00	.00	14.00
	7450-633-00-0000	29,158.25	.00	29,158.25
	7450-641-00-0000	1,678.40	.00	1,678.40
	7450-642-00-0000	28.00	.00	28.00
	7450-664-00-0000	855.00	.00	855.00
	7450-673-00-0000	2,792.99	.00	2,792.99
	7450-675-00-0000	162.50	.00	162.50
	7450-903-00-0000	3,946.28	.00	3,946.28

GL A	ccount	Debit	Credit	Proof
	7450-921-00-0000	1,630.40	.00	1,630.40
	7450-923-00-0000	8,074.15	.00	8,074.15
	7450-925-00-0000	77.76	.00	77.76
	7450-926-00-0000	99.24	.00	99.24
	7450-926-00-9261	66.21	.00	66.21
	7450-926-00-9262	6,547.83	.00	6,547.83
	7450-932-00-0000	90.23	.00	90.23
	7450-933-00-0000	674.61	.00	674.61
	7460-107-00-0000	347.25	.00	347.25
	7460-232-00-0000	.00	899,729.01-	899,729.01-
	7460-241-00-2402	2,660.06	.00	2,660.06
	7460-379-00-0000	6,502.59	.00	6,502.59
	7460-821-00-0000	234.96	.00	234.96
	7460-825-00-0000	38,887.70	.00	38,887.70
	7460-828-00-0000	963.21	.00	963.21
	7460-831-00-0000	1,960.86	.00	1,960.86
	7460-832-10-3605	351.06	.00	351.06
	7460-833-00-0000	7,191.37	.00	7,191.37
	7460-834-00-0000	1,669.71	.00	1,669.71
	7460-840-00-0000	831,803.77	.00	831,803.77
	7460-850-00-0000	97.20	.00	97.20
	7460-851-00-0000	1,703.13	.00	1,703.13
	7460-852-00-0000	1,105.00	.00	1,105.00
	7460-854-00-0000	962.58	.00	962.58
	7460-923-00-0000	3,288.56	.00	3,288.56
Grand Totals:		1,268,590.70	1,268,590.70-	.00

STOUGHTON UTILITIES	Check Register - GL Detail	Page: 19
	Check Issue Dates: 11/1/2023 - 11/30/2023	Dec 13, 2023 09:08AM
Dated:		
Mayor:		
City Council:		
City Recorder:		
Report Criteria:		
Report type: GL detail		
Check.Type = {<>} "Adjustment"		

# STOUGHTON UTILITIES 2023 Statistical Worksheet

Electic	Total Sales 2022 kWh	Total Purchased 2022 kWh	Peak Demand 2022 KW	Total Sales 2023 kWh	Total Purchased 2023 kWh	Peak Demand 2023 KW
January	12,604,215	13,090,652	22,855	11,238,094	12,022,050	21,321
February	11,111,183	11,372,253	21,873	10,247,629	10,704,714	21,105
March	11,073,665	11,342,879	19,841	10,791,760	11,293,484	19,080
April	9,878,316	10,132,838	18,585	9,606,173	10,017,696	17,892
May	11,014,588	11,338,060	30,514	10,170,304	849,585	26,802
June	12,332,328	12,641,974	34,081	12,065,536	12,519,710	27,928
July	13,712,592	14,086,580	30,692	13,514,136	13,989,829	32,215
August	13,297,227	13,667,368	30,157	13,963,465	14,460,633	38,090
September	10,966,611	11,257,652	26,290	11,287,158	11,713,126	29,701
October	9,979,145	10,242,718	17,764	10,729,817	11,148,372	24,271
November	10,502,567	10,793,280	20,351	10,800,424	11,224,385	21,554
December			-	-	-	-
TOTAL	126,472,437	129,966,254	34,081	124,414,496	119,943,584	38,090

Water	Total Sales 2022 Gallons	Total Pumped 2022 Gallons	Max Daily High 2022	Total Sales 2023 Gallons	Total Pumped 2023 Gallons	Max Daily Highs 2023
January	31,078,000	36,158,000	1,457,000	29,263,000	31,785,000	1,406,000
February	32,481,000	32,026,000	1,411,000	27,056,000	29,287,000	1,398,000
March	33,586,000	36,224,000	1,435,000	31,515,000	33,828,000	1,359,000
April	32,025,000	34,207,000	1,449,000	31,060,000	33,632,000	1,335,000
May	34,215,000	39,016,000	1,812,000	35,588,000	40,167,000	1,923,000
June	35,507,000	40,482,000	1,766,000	41,180,000	45,139,000	1,827,000
July	38,526,000	41,624,000	1,572,000	37,079,000	40,184,000	1,864,000
August	38,600,000	41,838,000	1,602,000	37,669,000	40,772,000	1,760,000
September	34,539,000	36,866,000	1,561,000	34,593,000	37,363,000	1,669,000
October	36,842,000	40,105,000	1,649,000	34,670,000	37,575,000	1,521,000
November	31,526,000	34,494,000	1,460,000	32,201,000	35,292,000	1,456,000
December			-	-	-	-
TOTAL	378,925,000	413,040,000	1,812,000	371,874,000	405,024,000	1,923,000

Wastewater	Total Sales 2022 Gallons	Total Treated 2022 Gallons	Precipitation 2022	Total Sales 2023 Gallons	Total Treated 2023 Gallons	Precipitation 2023
January	24,073,000	29,328,000	0.51	23,144,000	33,444,000	2.09"
February	22,180,000	26,210,000	0.58	22,238,000	30,340,000	3.63"
March	24,271,000	31,729,000	3.48	24,719,000	36,209,000	2.19"
April	23,557,000	32,799,000	3.60	23,129,000	34,847,000	2.34"
May	25,867,000	34,525,000	4.25	27,113,000	33,065,000	1.48"
June	25,615,000	33,563,000	3.14	30,550,000	30,321,000	0.68"
July	26,666,000	32,784,000	3.70	27,788,000	32,141,000	6.41"
August	25,634,000	33,230,000	4.94	27,541,000	31,502,000	1.93"
September	24,338,000	36,219,000	6.58	25,082,000	29,860,000	4.48"
October	27,451,000	32,978,000	1.32	24,945,000	32,965,000	3.61"
November	19,828,000	33,049,000	2.50	24,124,000	31,945,000	0.98"
December				-	-	-
TOTAL	269,480,000	356,414,000	34.60	280,373,000	356,639,000	-



#### 600 South Fourth Street P.O. Box 383 Stoughton, WI 53589-0383

Serving Electric, Water & Wastewater Since 1886

Date: December 14, 2023

**To:** Stoughton Utilities Committee

From: Jill M. Weiss, P.E.

Stoughton Utilities Director

**Subject:** Stoughton Utilities Communications

November 10, 2023 Article from Wisconsin Public Radio regarding lead service lines in

Milwaukee which discusses the Stoughton 2021 Lead Service Line Replacement project and most recent water testing results that showed no

elevated levels of lead in the samples tested.

November 13, 2023 Stoughton Utilities press release announcing designation as a Smart Energy

Provider. The designation lasts for two years and is awarded to utilities who demonstrate a commitment to and proficiency in energy efficiency,

distributed generation, and environmental initiatives.

November 16, 2023 Stoughton Utilities press release regarding Stoughton's recent recognition

as a National Renewable Energy Leader for Green Power Participation and Green Power Sales Rate from the Department of Energy National

Renewable Energy Laboratory.

November 28, 2023 Letter from Representative Jenna Jacobson congratulating Stoughton

Utilities on being recognized as a Dane County Climate Champion.

December 4, 2023 Email from WPPI's Valy Goepfrich and Andy Kellen following up from

the November 20, 2023 Utilities Committee Meeting regarding the cost of achieving zero carbon emissions. Studies estimate costs ranging from \$11 billion to \$6 trillion, and Valy notes that every \$1 billion increase equates to about \$2.10 on a typical Wisconsin residential customers annual

electricity bill.

December 8, 2023 Stoughton Utilities press release regarding 2023 Holiday Donation Drive

and LED Holiday Light giveaway. This year's donation drive collected

over 1,400 pounds of food for local food pantries.



#### WPR [HTTP://WPR.ORG]



Lead water pipes pulled from underneath the street are seen in Newark, N.J., Thursday, Oct. 21, 2021. On Tuesday, March 8, 2022, the Bic administration issued guidance to states to ensure that the largest-ever investment in water infrastructure doesn't bypass disadvantaged communities that are disproportionately affected by environmental hazards like pollution. Seth Wenig/ AP Photo

# Report: Wisconsin has sped up lead service line removal, but hurdles remain

Many of the state's lead lines are concentrated in the Milwaukee area

By Margaret Faust

Published: Friday, November 10, 2023, 5:10am

More of Wisconsin's lead service lines were removed or turned off in the last five years than in the previous tw decades, according to a new report by the Wisconsin Policy Forum. At the current pace, Wisconsin's water utilities could replace all of their lead service lines over the next two decades, the report says.

Lead author Tyler Byrnes said since local, state and federal officials have taken notice of the dangers of lead in drinking water, progress has been made.

"Between changes in policy to make replacing these things easier, the addition of federal funds and local fund address these sorts of things, we can really start to make a dent in an infrastructure problem like this," Byrnes said.

The <u>main source of lead poisoning [https://www.cdc.gov/nceh/lead/prevention/sources.htm]</u> is paint and dus followed by water. According to the U.S. Environmental Protection Agency and Centers for Disease Control an Prevention, lead is particularly <u>harmful to children [https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water#health]</u> as they are still developing. Even low levels of lea in children's blood can result in behavior and learning problems, hearing problems and anemia.

## Milwaukee area has high percentage of lead lines

Despite the progress, Byrnes estimated more than 158,000 lead service lines remain across the state. The EPA ranks <u>Wisconsin 10th nationally [https://www.epa.gov/system/files/documents/2023-04/Final\_DWINSA%20Public%20Factsheet%204.4.23.pdf]</u> in terms of the number of lead service lines still ir use.

The bulk of remaining lead lines are concentrated in the southeastern part of the state, with the village of Shorewood having the greatest share of lead lines at about 80 percent.

Byrnes said the challenge facing Shorewood is that it's hard to find and evaluate the service lines since they we built underground decades ago, before the EPA banned them in 1986.

Leeann Butschlick, the village's director of public works, says much of its infrastructure dates back to the first half of the 20th century when much of Shorewood's housing stock was constructed. She said that makes replacement an intensive and comprehensive effort.

"If we're looking at an 80 to 90-year-old segment of water main, and we start to punch dozens of holes into it, (it's) probably not gonna end well for any of us," Butschlick said.

A plan to replace the village's lead service lines over the next two decades was adopted in late 2022 and implemented this year. Butschlick said the village is on track to accomplish the goal.

"It's about providing safe, clean drinking water. So that obviously is a priority," Butschlick said.

According to the policy forum report, 44 percent of the state's known lead water service lines are treated by th City of Milwaukee Water Works. The size and scale of the lead service lines in the area make execution time-consuming and expensive, Byrnes said. Only 9 percent of its known lead lines have been replaced or shut off since 2018, according to the report.

According to Milwaukee Water Works, the city is on track to set a personal record this year for the most lead service lines replaced or shut off in one year. But Byrnes said Milwaukee will have to increase the pace of the project to meet its goal of eliminating the 70,000 known lead service lines in the next 20 years.

The city plans to do this next year by contracting out its administrative services. Milwaukee Water Works spokesperson Brian Rothgery said delegating some of the work will speed things up.

"Every service line replacement is its own engineering project," Rothgery said. "A consultant will significantly increase our capacity."

Byrnes said cost is one of the biggest hurdles in addressing the progress. The Policy Forum report estimates it could cost water utilities between \$500 million and \$600 million to replace every lead service line they own ir the state.

"(Service lines) often run under streets, under people's yards and so addressing it is going to be very disruptiv and expensive going forward," Byrnes said.

Since 2016, a federal pilot program and congressional action together have provided \$90.6 million to Wiscons water utilities through forgivable loans to replace the customer portion of lead service lines.

The federal government has also committed to funding lead service line replacement through the Bipartisan Infrastructure Law of 2021. Wisconsin can expect to receive \$373 million

[https://dnr.wisconsin.gov/aid/BILfunding] in funding over the next several years for lead line replacement, for both utility and customer-owned service lines.

"I can see arguments for why we'd want to address this problem more quickly. But I think a 20-year time horiz for a massive infrastructure project like this is pretty reasonable," Byrnes said.

# No elevated lead levels found in Stoughton after 2021 service line replacement

Some Wisconsin cities have successfully replaced or shut off all known lead service lines.

Stoughton, a city in Dane County, replaced all of its 703 known lead lines in October 2021. Since then, testing did not find any elevated levels of lead in any of the water sampled.

The final cost for the replacement program was \$5.17 million. The project was funded through the Safe Drinki Water Loan Program at the Wisconsin Department of Natural Resources and COVID-19 relief funding the city was allocated.

Brian Hoops, assistant director of Stoughton Utilities, said the company completed the project in seven month due in large part to the DNR grant which deflected costs away from homeowners.

"It's a good feeling to know it's out of the ground. It's a good feeling to know that we don't have that hanging or our head as a future budget item that we have to plan for," he said.

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# **News Release** Stoughton Utilities

#### FOR IMMEDIATE RELEASE

November 13, 2023

Contact: Jill Weiss, Utilities Director

#### Stoughton Utilities Recognized as a Smart Energy Provider

Stoughton Utilities has earned a Smart Energy Provider (SEP) designation from the American Public Power Association for demonstrating a commitment to and proficiency in energy efficiency, distributed generation, and environmental initiatives that support the goal of providing safe, reliable, low-cost, and sustainable electric service. Kris Sellstrom, Energy and Gas Resources Manager at Jamestown Board of Public Utilities in Jamestown, New York, and chair of APPA's Energy Innovation Committee, presented the designations on November 13 in San Antonio, Texas during APPA's annual Customer Connections Conference.

The SEP designation, which lasts for two years (December 1, 2023 to November 30, 2025), recognizes public power utilities for demonstrating leading practices in four key disciplines: smart energy program structure; energy efficiency and distributed energy resources programs; environmental and sustainability initiatives; and customer experience. Stoughton Utilities joins more than 90 public power utilities nationwide that hold the SEP designation.

"SEP-designated utilities have demonstrated their leadership in smart energy programs and services," said Sellstrom. "This designation celebrates utilities that are committed to serving their customers while taking the extra step to plan for the future. Communities served by utilities that have earned the SEP designation should be proud of their utility's accomplishments."

"We are honored to be recognized as a utility at the cutting edge of smart energy best practices," said Jill Weiss, Utilities Director of Stoughton Utilities. "This SEP designation represents our dedication to offering programs that keep our power affordable, support energy efficiency in our community, and reduce our environmental impact."

\*\*\*

Founded in 1886, Stoughton Utilities serves electric customers in Stoughton and the surrounding area, and wastewater and water customers in Stoughton.

The American Public Power Association is the voice of not-for-profit, community-owned utilities that power 49 million people in 2,000 towns and cities nationwide. The Association advocates and advises on electricity policy, technology, trends, training, and operations.



Serving Electric, Water & Wastewater Since 1886

# **News Release** Stoughton Utilities

#### FOR IMMEDIATE RELEASE

November 16, 2023

Contact: Jill Weiss, Utilities Director

## Stoughton Recognized as National Renewable Energy Leader

Stoughton continues to receive national recognition from the Department of Energy National Renewable Energy Laboratory (NREL) as the community's participation in green power programs ranks in the top 10 for the eighth time in more than a decade.

NREL evaluated the renewable energy efforts of utilities in four categories and released lists of the top 10 utilities across the nation. Customers of Stoughton Utilities rank 10th in the nation for their Green Power Participation Rate as well as the Green Power Sales Rate.

"Stoughton's residents continue to receive much deserved national attention when it comes to renewable energy," said Jill Weiss, utilities director of Stoughton Utilities. "Having so many people invested in a zero-carbon future is very exciting. I hope we can continue leading the way until every town and city in the country runs on 100% renewable energy."

NREL's list for Green Power Participation Rates measures the percentage of customers who participate in a utility's renewable or 'green' energy programs. The Green Pricing Sales Rate ranks utilities by the same categories. Stoughton's rate was nearly 4% in 2022.

One of the utility's most popular offerings, Choose Renewable, helped the community obtain this recognition. The program allows customers to sign up to increase their monthly bill by a few dollars, ensuring their space is powered by renewable energy such as solar, wind and biogas. A typical home can run on clean energy with the purchase of two to three blocks, with one 300 kilowatt-hour (kWh) block costing \$2 per month.

Stoughton Utilities is a member of WPPI Energy, a not-for-profit joint action agency which is owned by the members it serves. WPPI Energy has set a target to become carbon neutral by 2050.

To learn more about Stoughton Utilities' renewable energy efforts, visit stoughtonutilities.com.

Founded in 1886, Stoughton Utilities serves electric customers in Stoughton and the surrounding area, and wastewater and water customers in Stoughton.

The American Public Power Association is the voice of not-for-profit, community-owned utilities that power 49 million people in 2,000 towns and cities nationwide. The Association advocates and advises on electricity policy, technology, trends, training, and operations.

November 28, 2023

Jill Weiss, P.E. Stoughton Utilities P.O. Box 383 Stoughton, WI 53589

Dear Ms. Weiss,

I was thrilled to see that Stoughton Utilities was recently recognized as a Dane County Climate Champion! I want to extend my appreciation to everyone at Stoughton Utilities for their continued sustainability efforts, and I am glad Stoughton Utilities was recognized through this award.

The work being done to help mitigate your impact on the environment does not go unnoticed and is incredibly appreciated. Thank you!

Sincerely,

Representative Jenna Jacobson Office of the 43rd Assembly District (608) 237-9143

repjennajacobson.com



## **Dane County**

# Stoughton Utilities, Emmi Roth named 'County Climate Champions'

# Chosen for efforts to reduce greenhouse gas emissions

Stoughton Utilities and Emmi Roth Specialty Cheeses were among the honorees last week as Dane County



Parisi

Executive Joe Parisi joined the Office of Energy and Climate Change (OECC) on Sept. 12 to recognize local entities leading on climate action through Dane County's Climate Champions program.

Emmi Roth Specialty Cheeses achieved 2023 Climate Champion (3 Star/Building Design) status for the design of a new all-electric cheese manufacturing facility. Project partners include Strand Associates, Quam Engineering, and J.F. Ahern.

Stoughton Utilities achieved 2023 Climate Champions (Catalyst) status for their Choose Renewable program, which allows customers to offset part or all of their energy usage with renewable energy. Stoughton Utilities was recognized nationally by the Department of Energy's National Renewable Energy Laboratory for their commitment and was named 8th in the nation for green power participation.

A part of Dane County's Climate Action Plan is to recognize local entities that are making significant efforts to address climate change. It is the collective effort of groups like these that make Dane County's goal of reducing greenhouse gas emissions 50% county-wide by 2030 and being carbon-neutral by 2050 within

## Dane County Office of Energy and Climate Change

Dane County Executive Joe Parisi established the Dane County Office of Energy and Climate Change in 2017 to further the county's efforts to address climate change. As a division within the County Executive's Office, the Dane County Office of Energy & Climate Change works with local governments, businesses, community groups and other stakeholders to identify innovative ways to reduce countywide greenhouse gas emissions, consistent with the County's 2020 Climate Action Plan.

This year, a total of 43 Climate Champions awards will be presented across 38 entities. The Office of Energy & Climate Change recognizes achievements across ten categories, including:

 Building Energy Use -for entities with very energy-efficient buildings

 Building Design -for facilities still being planned or built that are projected to be very energy efficient

 Fleet Operations -for entities with a fleet powered by clean fuels

 Employee Commuting -for entities whose workforce commutes via bike, foot, transit, or telecommuting

 Water Saving Practices -for entities that have implemented practices to reduce water consumption

 Waste Diversion Practices -for entities that have strong waste diversion practices

 Sustainable Land Use Practices -for farms and land with strong sustainability practices

· Catalysts -for entities that help

others take climate actions

 GHG Emissions -for entities that have reduced their carbon footprint

 Other -for entities that have taken actions that don't fit into other categories

Entities that achieve Climate Champion status receive signage and recognition on the OECC website.

"This year's variety of Climate Champion organizations demonstrates that the pace of change is accelerating across all sectors," said Parisi. "Like Dane County itself, these organizations are leading by example. These Champions are an inspiration to their customers, their employees, and their peer organizations. This is how we spur climate action at scale.

"Each of these Champions is helping us achieve our countywide climate action goals."

To learn more about the 2023 Climate Champions, visit daneclimate-action.org.

Contact editor Scott De Laruelle at sdelaruelle@wisconsinmediagroup.com

From: Valy Goepfrich < vgoepfrich@wppienergy.org>

Sent: Monday, December 4, 2023 5:08 PM

**To:** Jill Weiss < JWeiss@stoughtonutilities.com>

**Cc:** Lauri Isaacson < lisaacson@wppienergy.org>; Darren Jacobson - WPPI < DJacobson@wppienergy.org>; Andy Kellen < akellen@wppienergy.org>

**Subject:** Follow up from WPPI update to Utilities Committee, 11/20

Hi Jill,

At the Stoughton Utilities Committee meeting on 11/20, I said I would follow up on the cost of achieving zero carbon emissions. I asked WPPI's resident expert on zero carbon emissions, Andy Kellen, what he thought would be a helpful response. Not surprisingly, the range of estimates of the cost of achieving zero carbon emissions is wide. For example (details attached), a meta-analysis of six different studies produced estimates of -\$11 billion to \$6 trillion and two other studies produced estimates of \$330 to \$740 billion and \$335 to \$494 billion. As for the impact on a typical WI residential customer, every \$1 billion increase in annual electric costs is an increase of about \$2.10 in a typical WI residential customer's annual electricity bill. I hope this info is helpful!

Valy

From: Andy Kellen
To: Valy Goepfrich

Subject:Electric Sector Decarbonization StudiesDate:Friday, December 1, 2023 3:14:53 PM

Hi Valy,

Numerous studies have been done in recent years looking at decarbonizing the economy or certain sectors of the economy (usually electric generation). The studies show an enormous range of costs for achieving decarbonization, relative to a business-as-usual base case. Differences in cost result not only from differences in what is being studied (decarbonization of the electric sector vs. decarbonization of the economy as a whole, for example, or decarbonization by 2035 vs. decarbonization by 2050), but also differing economic assumptions (discount rate, for example). A few studies to note:

<u>This study</u> from Columbia University is interesting in that it's actually a meta-analysis of six different studies that investigate pathways to achieving a net-zero CO2 energy system. Table 3 on page 22 of the <u>full report</u> shows that between the studies, the net cost of decarbonization (relative to a base case) ranges from -\$11 billion to \$6 trillion. (These are apparently net present value numbers, although that isn't entirely clear.)

This study from the National Renewable Energy Laboratory (NREL) shows additional direct power system costs ranging from \$330 – \$740 billion net present value (depending on the scenario) to achieve net zero electric sector CO2 emissions by 2035. (The study quantified the health and climate benefits of the CO2 reduction scenarios, and showed net cost savings when these benefits were considered.)

<u>This study</u> shows additional costs of \$335 – \$494 billion net present value to achieve net zero electric sector CO2 emissions by 2050.

Please let me know if you have any questions.

Thanks, Andy



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# News Release Stoughton Utilities

FOR IMMEDIATE RELEASE

December 13, 2023

Contact: Brian Hoops, Assistant Utilities Director

# **Stoughton Utilities Holiday Donation Drive a Success**

Stoughton Utilities took their energy efficiency efforts one step further this past holiday season, offering utility customers a "bright" reward for charitable donations to local food pantries.

On December 2, Stoughton Utilities held an event to collect donations of non-perishable food items for local food pantries. All customers making donations were given a free string of LED holiday lights and a gift. The event also featured additional giveaways and a hot chocolate bar. Donations were also collected during business hours the following week.

This year, the program distributed over 160 strands of new energy efficient LED holiday lights and collected over 1,400 pounds of non-perishable food that was donated to the Stoughton Food Pantry. Stoughton Utilities also donated an additional \$400 from its Community Contributions fund to the City of Stoughton Food Pantry, \$300 to the United Methodist Food Pantry, and \$300 to the Stoughton Personal Essentials Pantry.

"During the holiday season there is an increased need for donations to help feed local residents, and our customers have the opportunity to be leaders in Stoughton by assisting those in need," Stoughton Utilities Assistant Director Brian Hoops said. "There was no limit to what non-perishable foods could be donated, and Stoughton Utilities encouraged customers to give what they could."

Compared to standard incandescent holiday lights, LED lights offer several advantages. LED lights are more efficient, using 99 percent less energy, and are safer and last longer than standard holiday lights.

LED lights produce almost no heat and do not have the same components that cause traditional lights to burn out or combust.

"Through this promotion, our utility customers saved energy and helped their neighbors have a happier and healthier holiday season," said Hoops. "It's the type of win-win situation that we love to see, and the outpouring of support says a lot about the generosity of this community."







###

Founded in 1886, Stoughton Utilities serves electric customers in Stoughton and the surrounding area; and wastewater and water customers in Stoughton.



Serving Electric, Water & Wastewater Since 1886

Date: December 14, 2023

**To:** Stoughton Utilities Committee

From: Jill M. Weiss, P.E.

Stoughton Utilities Director

**Subject:** Status of the Utilities Committee Recommendation(s) to the Stoughton Common

Council

The following items from prior Stoughton Utilities Committee Meeting(s) were presented to and/or acted upon by the Stoughton Common Council at their November 28, 2023 meeting:

## Business:

1. Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873)



Serving Electric, Water & Wastewater Since 1886

Date: December 14, 2023

**To:** Stoughton Utilities Committee

**From:** Shannon M. Statz

Stoughton Utilities Finance Manager

Jill M. Weiss, P.E.

Stoughton Utilities Director

Subject: Status of the Public Service Commission of Wisconsin Electric Rate Application

Filing

An update will be provided to the committee on the status of the electric rate application that was filed with the Public Service Commission of Wisconsin (PSCW) on February 22, 2023 seeking a revenue requirement increase of 4.82%.

The Commission has proposed a revised increase of 3.29%, or \$548,393. The actual change to individual customers will vary based on class of service. If the application as recommended by PSCW staff is approved by the PSCW, the average residential customer using 689 kilowatt-hours (kWh) of electricity per month will see a monthly increase of approximately \$2.79, or 3.1%.

A hearing on the application occurred on Tuesday, November 28, 2023 at 10:00 a.m. The hearing was held by virtual meeting with a physical meeting location in the Ed Malinowski Boardroom at the Stoughton Utilities Administration Office.

The new rates will be effective the 1<sup>st</sup> of the month following receipt of the PSCW's final decision, currently planned for January 1, 2024.



#### 600 South Fourth Street P.O. Box 383 Stoughton, WI 53589-0383

Serving Electric, Water & Wastewater Since 1886

Date: December 14, 2023

**To:** Stoughton Utilities Committee

From: Jill M. Weiss, P.E.

Stoughton Utilities Director

Subject: Water Tower License Agreement for Communications Attachments Between Stoughton

Utilities and the City of Stoughton, Wisconsin

Stoughton Utilities was contacted by employees from other departments of the City of Stoughton regarding the placement of additional communications attachments on Water Tower No. 2, located at 1430 Furseth Road.

Stoughton Utilities staff worked with our attorney, Julia Potter of Boardman & Clark LLP, to create the draft license agreement provided for review and approval. The agreement enclosed in the packet is proposed to be the final version of the Water Tower License Agreement, with updates to be made to include specific information provided by the licensee as required to execute the Agreement.

It is requested that the Stoughton Utilities Committee review and approve the Water Tower License Agreement between Stoughton Utilities and the City of Stoughton, Wisconsin and authorize the Stoughton Utilities Director to sign on behalf of Stoughton Utilities, and recommend approval of the Water Tower License Agreement and authorization to sign to the Stoughton Common Council.

#### WATER TOWER LICENSE AGREEMENT

This Water Tower License Agreement ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Stoughton Utilities, a municipal public utility and a department of the City of Stoughton, Wisconsin, with its principal offices located at 600 South Fourth Street, Stoughton, Wisconsin, 53589 ("Licensor") and by the City of Stoughton, Wisconsin, a municipal corporation, with its principal offices located at 207 South Forrest Street, Stoughton, Wisconsin, 53589 ("Licensee").

#### **BACKGROUND**

- A. Licensor owns or controls that certain tract of land, improved with a water tower (the "Tower"), located at 1430 Furseth Road, in the City of Stoughton, Dane County, Wisconsin, and (the "Property"). A legal description of the Property is shown on Exhibit A.
- B. Licensee desires to use a portion of the Property to install, maintain, and operate communications equipment.
- C. Licensor and Licensee recognize their obligations under the law with respect to the operation of a municipal public utility, including the obligation not to cross-subsidize general municipal services at the expense of water utility ratepayers, which requires fair compensation to the water utility enterprise account for use of utility assets paid for and maintained with ratepayer dollars.
- D. Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement and the obligations of both parties under the law.

The Parties agree as follows:

#### 1. PREMISES.

- 1.1 Subject to the provisions of this Agreement, Licensor hereby grants to Licensee:
  - 1.1.1 A license authorizing Licensee to install, maintain, and operate Licensee's Communications Facilities in the specific locations on the Tower shown on the construction drawings approved pursuant to Section 8 ("Premises").
  - 1.1.2 A non-exclusive license authorizing Licensee to place and maintain underground utility wires, cables, conduits, cable trays, and pipes to serve Licensee's Communications Equipment in the locations on the Property highlighted in yellow on the diagram contained in <a href="Exhibit A">Exhibit A</a> ("Utility Area").
  - 1.1.3 A non-exclusive license authorizing Licensee to connect to and draw power from the generator Licensor maintains on the Property ("Generator").

1.2 The term "Communications Facilities" refers to all of Licensee's communications equipment that has been approved for installation on the Property, whether as part of the initial installation contemplated by this Agreement ("Initial Installation Project") or a subsequent installation approved pursuant to Section 8 of this Agreement.

## 2. <u>TERM</u>.

- 2.1 The "**Initial Term**" of this Agreement shall commence on the Effective Date and shall terminate on the tenth anniversary of the Effective Date.
- 2.2 Provided that Licensee is not in default under this Agreement, this Agreement shall automatically be extended for three additional five-year terms (each, an "Extension Term"), upon the same terms and conditions, unless either party notifies the other party in writing of its intention not to renew this Agreement at least 90 days prior to the expiration of the then-current Term, in which case the Agreement shall terminate at the end of the Term during which such notice is given.
- 2.3 If neither Licensor nor Licensee has given the other party written notice of its desire to terminate this Agreement at least 90 days prior to the expiration of the third and final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same terms and conditions for an additional term of one year and for annual terms thereafter (each, an "Annual Term") until terminated by either party by giving the other party 60 days' written notice of its intention to terminate this Agreement at the end of the current Annual Term.
- 2.4 The Initial Term, any Extension Terms, and any Annual Terms are referred to collectively as the "**Term**."

## 3. <u>LICENSE FEE</u>.

- 3.1 Commencing on the Effective Date, the annual "License Fee" shall be \$600, payable in equal monthly installments of \$50 in advance on or before the first day of each month. The License Fee shall be prorated for any partial month.
- 3.2 During the Term of this Agreement, the License Fee shall increase each year on the anniversary of the Effective Date by three percent (3.0%) over the License Fee in effect the immediately preceding year.
- 3.3 Licensee shall pay the License Fee directly into the water utility account when due and shall promptly provide proof of such payment to Licensor at Attn: Utility Finance Manager, PO Box 383, 600 South Fourth Street, Stoughton, WI 53589 or to such other person, firm, or place as Licensor may, from time to time, designate in writing at least 30 days in advance of any License Fee payment due date by notice given in accordance with Section 18 below.

3.4 If Licensee fails to timely pay any sums due under this Agreement, Licensee shall pay to Licensor a late fee on the total payment due of one and one-half percent (1.5%) per month.

## 4. <u>LICENSEE ACKNOWLEDGMENTS</u>.

- 4.1 Licensee acknowledges and agrees that Licensor has made no representations or warranties, express or implied, regarding the physical condition of the Property, Tower, Generator, Premises, or Utility Area, or the suitability of the same for Licensee's desired purposes.
- 4.2 Licensee acknowledges and agrees that Licensee has conducted or will conduct all necessary and appropriate inspections of the Property to determine the feasibility of the Property for Licensee's use and that Licensee accepts the Property, including the Premises and Utility Area, and any improvements thereon, including the Tower and Generator, in "as-is, where-is, and with all faults" condition.
- 4.3 Licensor makes no warranties or representations regarding Licensee's exclusive use of the Property, Tower, Generator, or Utility Area; non-interference with Licensee's transmission operations; or that the Premises, Tower, Generator, Utility Area, or utilities currently serving the Premises are fit for Licensee's intended use, and all such warranties and representations are hereby disclaimed.
- **TAXES.** Intentionally Omitted.

#### 6. <u>USE</u>.

6.1 <u>Permitted Use</u>. Licensee shall use the Premises solely for the purpose of constructing, maintaining, repairing, and operating its Communications Facilities. All Communications Facilities shall be installed and maintained at Licensee's sole expense and shall be and remain the exclusive property of Licensee.

#### 6.2 Compliance with Laws.

6.2.1 Licensee, at its expense, shall diligently, faithfully, and promptly obey and comply with all federal, state, and local orders, rules, regulations, and laws, including all environmental laws and Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA") rules, that are applicable to operations conducted upon or above the Property and including the applicable American National Standards Institute ("ANSI") "Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in the current ANSI standard or any applicable FCC standard that supersedes this standard or any applicable Environmental Protection Agency rules or regulations that may hereinafter be adopted that supersede this standard (collectively, "Laws"). Licensee shall adhere to all Occupational Safety and Health

- Administration safety requirements that are applicable to Licensee's operations conducted upon or above the Property.
- 6.2.2 Licensee shall be solely responsible for taking all steps necessary to ensure that, in installing its Communications Facility on the Tower, the Tower remains in compliance with any and all applicable FAA regulations in connection with Licensee's use of the Tower. If Licensee's installation and use of the Communications Facility causes the Tower to fall out of compliance with such FAA regulations, Licensee shall be solely responsible for any and all costs associated with bringing the Tower into compliance, including, among other things, installing and maintaining any lighting equipment that may be required, and Licensee shall cure any such non-compliance within 45 days of receiving notice of such non-compliance.
- 6.2.3 Licensee shall not do or permit any act or omission that causes the Property or Licensee's use thereof to fall out of compliance with applicable Laws. Licensee shall provide to Licensor a copy of any written notice Licensee receives from any governing authority regarding non-compliance with any Laws within 30 days of Licensee's receipt of such notice of non-compliance. Any fines or penalties imposed for improper or illegal installation or operation of Licensee's Communications Facilities shall be Licensee's sole responsibility.
- 6.3 <u>Governmental Approvals</u>. Licensee shall not install its Communications Facilities on the Premises without first obtaining all necessary federal, state, and local governmental approvals and permits for such installation.
- 6.4 <u>Utility Service</u>. Licensee shall pay and be responsible for all utility services it uses on the Property and all other costs and expenses in connection with the use, operation, and maintenance of the Communications Facilities and the Premises and all activities conducted thereon. All utilities serving Licensee's Communications Facilities shall be within the Utility Area, buried, and separately metered. However, for so long as Licensor maintains the Generator on the Property, Licensee may connect to and draw power from the Generator. Licensor shall use the Generator at its sole risk and Licensor shall not be responsible for interference with, interruption of, or failure of such Generator.
- 6.5 <u>Advertisements</u>. Intentionally omitted.
- No Liens. Licensee shall pay when due all fees, charges, taxes, and expenses that result from Licensee's use of the Premises and/or the installation, maintenance, and operation of Licensee's Communications Facilities. Licensee shall not permit any claim or lien to be placed against any part of the Property or Tower that arises out of work, labor, material, or supplies provided or supplied to Licensee, its contractors, or their subcontractors for the use, installation, construction,

- operation, maintenance or removal of the Communications Facilities or the use of the Premises or Property.
- 6.7 Damage Done by Licensee. Any damage done to the Property, the improvements thereon (including the Tower and Generator), or surrounding land during installation, operation, maintenance, repair, or removal of the Communications Facilities that results from the action or inaction of Licensee or its contractors or subcontractors or the presence of the Communications Facilities shall be repaired by Licensee, at Licensee's sole expense, and to Licensor's reasonable satisfaction within 30 days of receipt of notice from Licensor. If Licensee fails to repair the damage within such 30-day period or if Licensor elects, in its sole discretion, to perform the work itself, Licensor shall have the right to make the repairs at Licensee's expense. Licensee shall pay all costs and expenses in relation to maintaining the structural integrity of the Tower in connection with Licensee's installation and operation of the Communications Facilities and shall pay all costs and expenses Licensor incurs associated with preparing the Tower for installation of the Communications Facilities and returning the Tower to service after the installation.
- 6.8 <u>Maintenance</u>. Licensee shall be responsible for maintenance of Licensee's Communications Facilities and shall keep the same in good repair and condition during the Term of this Agreement. Licensee shall also be responsible for maintenance of any landscaping on the Property installed by Licensee, if any, as a condition of this Agreement.

#### 7. ACCESS.

- 7.1 Licensee shall have 24/7 access to and over the Property for the installation, maintenance, and operation of the Communications Facilities located at ground level outside of the Tower (if any) and any utilities serving the Premises.
- 7.2 Licensee shall have reasonable access to the Communications Facilities located inside of or on the Tower only with the approval of Licensor and in the presence of an authorized agent of Licensor. For instances involving access by Licensee for regular maintenance of the Communications Facilities, Licensee shall provide Licensor with three business days' notice by calling (608) 873-3379 prior to accessing the Tower. In the event of an emergency requiring immediate access to the Tower, Licensee shall provide Licensor with as much advance notice as is reasonably possible by calling (608) 873-3379 during business hours and (608) 575-4662 during non-business hours. Licensee shall reimburse Licensor for all costs Licensor incurs in sending its personnel to the Property and in supervising Licensee's Tower access.
- 7.3 Licensee shall be subject to all emergency operation plans adopted by Licensor applicable to the Tower. When accessing the Tower, Licensee's employees, contractors, and agents shall have proper identification. Licensee shall be responsible for maintaining a written record of the names of its employees,

- contractors, and agents who perform work on the Premises, the nature of the work performed, and the date and time such work is performed. Licensee shall make such records available to Licensor upon request.
- 7.4 In the event of an emergency involving the Communications Facilities, Licensor shall have the right to summon Licensee to the Premises by calling Licensee at (XXX) XXX-XXXX. On receiving such call, Licensee shall have its service personnel at the Premises within two hours.

### 8. INSTALLATION, MODIFICATIONS, REPAIR, & REPLACEMENT.

- 8.1 Initial Installation Project.
  - 8.1.1 Prior to commencing installation of the Initial Installation Project, Licensee shall submit all of the following to Licensor for its review and approval:
    - 8.1.1.1 *Application*. A complete and executed Antenna Site Application ("Application"). The Application for the Initial Installation Project shall be attached as **Exhibit B**.
    - 8.1.1.2 *Deposit*. The required deposit, as set forth in the Application.
    - 8.1.1.3 *Construction Drawings*. Detailed construction plans and drawings ("Construction Drawings") for all proposed improvements that are part of the Initial Installation Project. The approved Construction Drawings for the Initial Installation Project shall be attached as **Exhibit C**.
    - 8.1.1.4 Engineering Study/Structural Analysis. If requested by Licensor, an engineering study and structural analysis to determine whether the proposed installation of the Initial Installation Project will adversely affect the structural integrity of the Tower.
    - 8.1.1.5 *Site Survey*. If requested by Licensor, a site survey prepared by a licensed surveyor that depicts and legally describes the Utility Area.

#### 8.2 Future Modifications.

8.2.1 Once the Initial Installation Project is completed, Licensee shall not seek to add any additional Communications Facilities or make any other additions, alterations, or improvements to the Premises, Property, or Utility Area ("Modification Project") without Licensor's prior written approval. Approval of a Modification Project may be subject to an increase in the License Fee and/or the Parties' entering into either an amendment to or a replacement of this Agreement.

- 8.2.2 Licensee shall submit all of the following to Licensor in connection with its request for approval of a Modification Project:
  - 8.2.2.1 *Application*. A complete and executed Application on the form attached as **Exhibit D**.
  - 8.2.2.2 *Deposit*. The required deposit, as set forth in the Application.
  - 8.2.2.3 *Construction Drawings*. Detailed Construction Drawings for all proposed improvements that are part of the Modification Project.
  - 8.2.2.4 Engineering Study/Structural Analysis. If requested by Licensor, an engineering study and structure analysis to determine whether the proposed installation of the Modification Project will adversely affect the structural integrity of the Tower.
  - 8.2.2.5 *Updated Site Survey*. If requested by Licensor, an updated site survey prepared by a licensed surveyor that depicts and legally describes any proposed change to the Utility Area or any new ground space that Licensee proposes to use in connection with the Modification Project.

#### 8.3 <u>Additional Project Requirements.</u>

- 8.3.1 Licensee's installation of the Initial Installation Project or a future Modification Project (collectively, "Projects" and each, a "Project") shall be made at Licensee's sole expense and completed in a neat and workmanlike manner in accordance with sound engineering practices; all applicable rules, regulations, and laws; and in strict compliance with the approved Construction Drawings. All contractors or subcontractors who perform work on the Premises or Property on behalf of Licensor in connection with this Agreement must be approved in writing by Licensee. No cutting, welding, or drilling on the Tower may take place without Licensor's prior written approval. Licensee's Communications Facilities placed on the Tower shall be painted to match the paint on the Tower.
- 8.3.2 Within 90 days after installation of a Project, Licensee shall provide to Licensor electronically formatted as-built drawings ("As-Built Drawings") documenting the Communications Facilities installed on the Property. The As-Built Drawings shall be reviewed and approved by the engineer of record, show the actual location of all of Licensee's Communications Facilities, and be accompanied by a complete and detailed inventory of all then-existing and newly installed Communications Facilities.
- 8.3.3 After installation of a Project, Licensee shall address all punch-list items within 20 days after Licensee or its contractors receive the punch list from Licensor or Licensor's contractors. If Licensee fails to satisfactorily

address all items on the punch list within the 20-day time period, Licensee shall pay to Licensor a fee of \$100 for each day that Licensee has not completed its obligations under this Section 8.3.3.

## 8.4 <u>Repair/Replacement Notice</u>.

- 8.4.1 With the exception of emergencies, Licensee shall submit to Licensor advance written notice of the need for and the nature of any repair or maintenance of Licensee's existing Communications Facilities or the replacement of such facilities on a like-for-like basis, using the Antenna Site Service Notice form attached as **Exhibit E** ("**Service Notice**"). For the sake of clarity, "like-for-like basis" means that the existing Communications Facilities are replaced with Communications Facilities that are not greater in size (i.e., the dimensions are the same or smaller), weight, and number and that the new Communications Facilities are attached in the same manner as the then-existing Communications Facilities.
- 8.4.2 If Licensor objects to the Service Notice, Licensor shall notify Licensee in writing within two business days of its receipt of the Service Notice. Licensor's notice to Licensee shall specify in detail the basis for the objection. Licensee may resubmit a revised Service Notice as often as necessary until approved by Licensor.
- 8.4.3 In the case of an emergency, Licensee shall proceed in accordance with emergency provisions in Section 7.2 and shall also provide written notice to Licensor describing the replacement or repair, as well as an explanation of the reason the repair or replacement constituted an emergency and did not require prior written notice to Licensor, with the written notice being transmitted by Licensee to Licensor within 24 hours following the emergency replacement or repair. As used in this Agreement, "emergency" shall be deemed to exist only in instances in which the emergency conditions constitute an immediate threat to the health or safety of the public or an immediate danger to the Tower and its operations.
- 8.5 Review/Inspection. As directed by Licensor, Licensor's technical consultant shall review and periodically inspect Licensee's Project beginning with the preconstruction conference and continuing through installation, construction, punch list review, and verification of the post-construction As-Built Drawings. Before Licensee may energize its Communications Facilities, all items on the punch list must be substantially completed, as reasonably determined by Licensor.
- 8.6 Responsibility for Professional Costs. Licensee shall reimburse Licensor for all third-party professional costs, including legal and engineering fees, that Licensor incurs in connection with a Project ("Professional Costs"). If the Professional Costs exceed the amount of any deposit made pursuant to the Application,

Licensor will invoice Licensee for the additional Professional Costs incurred, which invoice shall be due and payable within 30 days of its receipt. If, upon completion of the Project (including completion of any remedial work and verification of the post-construction As-Built Drawings), the Professional Costs are less than the amount of any deposit made pursuant to the Application, Licensor shall refund the unused portion of the deposit to Licensee.

## 9. <u>TOWER PAINTING & MAINTENANCE</u>.

- 9.1 Relocation of Communications Facilities. Licensee shall remove its Communications Facilities from the Tower, at Licensee's sole cost and expense, to allow for Tower painting, reconditioning, or similar major maintenance or repair work that Licensor, in its sole discretion, determines will require the removal of the Communications Facilities from the Tower ("Major Maintenance Work"). Licensee and Licensor shall cooperate to ensure that the removal of the Communications Facilities does not interfere with the Major Maintenance Work. Licensee shall cooperate with Licensor with respect to the Major Maintenance Work and will make its representatives available to attend meetings with Licensor or its contractors (and any other Tower users) related to such work. If Licensee requires the use of a temporary pole or cell on wheels (collectively, "Temporary Tower"), Licensor shall permit Licensee, at Licensee's sole expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Licensor and Licensee. Licensee shall cooperate with Licensor regarding the placement of the Temporary Tower on the Property. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.
- 9.2 <u>Communications Facilities Remain in Place</u>. If Licensor, in its sole discretion, determines that it is reasonable to allow Licensee to keep all or any portion of the Communications Facilities in place during any maintenance or repair work, Licensee shall be responsible for the additional cost Licensor incurs due to the presence of the Communications Facilities on the Tower during such work. Licensor will invoice Licensee for such additional costs, and Licensee shall pay such invoice within 30 days of its receipt.
- 9.3 Temporary Emergency Relocation. In case of an emergency that requires Licensor to remove Licensee's Communications Facilities, Licensor may do so after giving advance telephone notice to Licensee as soon as practical by calling (XXX) XXX-XXXX. In the event the use of the Communications Facilities is interrupted, Licensee shall have the right to maintain a Temporary Tower on the Property in a location approved by Licensor. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.

#### 10. LIMITATION OF LIABILITY. Intentionally Omitted.

## 11. <u>INDEMNIFICATION</u>. Intentionally Omitted.

## 12. <u>ENVIRONMENTAL</u>.

12.1 Licensee represents and warrants that its use of the Property will not generate any Hazardous Substances (defined below), that it will not store or dispose of on the Property or transport to or over the Property any Hazardous Substances, and that its Communications Facilities do not constitute or contain and will not generate any Hazardous Substances in violation of any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance, material, chemical, or waste that now or hereafter is classified or considered to be hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments.

### 13. INSURANCE. Intentionally Omitted.

#### 14. INTERFERENCE.

- 14.1 Licensor reserves to itself the right to maintain, operate, and improve the Tower and Property in a manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and the Tower at its sole risk. Licensee's installation, operation, maintenance, and use of the Communications Facilities shall not damage or interfere in any way with Licensee's communications equipment or its water operations, including the Tower and its related repair and maintenance activities. Licensor, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Tower and to temporarily disrupt Licensee's Communications Facility as may be necessary in order to carry out any such activities.
- 14.2 Licensee agrees to install only equipment of the type and frequency that will not cause harmful interference measured in accordance with then-existing industry standards to any equipment of Licensor (whenever installed) or pre-existing radio frequency users on the Property ("Pre-Existing User") as long as those Pre-Existing Users operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. For the purposes of this Agreement, "interference" may include, but is not limited to, any use of the Property that cause electronic interference with or physical obstruction to, or degradation of, the communications signals from the facilities of any permitted users of the Property.
- 14.3 In the event any equipment installed by Licensee causes interference to Licensor's or a Pre-Existing User's equipment on the Property, and after Licensor has notified Licensee in writing of such interference, Licensee will immediately take all commercially reasonable steps necessary to correct and eliminate the

- interference, including, but not limited to, powering down such equipment and later powering up such equipment for intermittent testing.
- 14.4 Licensor agrees that each of its future agreements with other tenants, lessees, or licensees who currently or in the future have use of the Tower or the Property ("Other Users") shall contain a provision substantially the same as Section 14.2 above and that Licensor shall enforce such provisions in a nondiscriminatory manner with respect to all of the Other Users. Licensor further agrees that Licensor and its employees, contractors, and agents shall use reasonable efforts, consistent with Section 14.1 above, not to cause interference with the operation of the Communications Facilities.
- 14.5 In addition to all other remedies available to Licensee, in the event the equipment or activities of then-existing Other Users or Licensor are causing interference to the Communications Facilities and such interference is not eliminated within seven calendar days after written notice to Licensor from Licensee, then Licensee shall have the right to terminate this Agreement.
- 14.6 Licensor makes no warranties or representations regarding Licensee's exclusive use of the Property or noninterference with Licensee's transmission and all such warranties and representations are hereby disclaimed.

### 15. REMOVAL & RESTORATION.

- 15.1 Removal and Restoration Obligation. Upon termination or expiration of this Agreement, Licensee shall have 90 days to remove the Communications Facilities from the Premises (except underground utilities, which Licensee shall disconnect, and foundations, if any, which shall be removed to a depth of four feet below grade) and shall restore the Tower and the Property to the condition they were in before Licensee's Communications Facilities were installed, ordinary wear and tear and loss by casualty or other causes beyond Licensee's control excepted, all at Licensee's sole cost and expense. Before removing any part of the Communications Facilities from the Tower upon termination or expiration of this Agreement, Licensee agrees to provide Licensor with reasonable advance notice of its intentions to remove such facilities and agrees to coordinate such removal with Licensor.
- 15.2 <u>Removal and Restoration by Licensor</u>. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, Licensor shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee shall reimburse Licensor for Licensor's actual costs of such removal and restoration within 30 days of receiving an invoice therefor.
- 15.3 <u>Holdover</u>. In the event Licensee fails to completely remove the Communications Facilities from the Premises or fails to restore the Tower and Property as required by Section 15.1, Licensee shall continue to pay to Licensor an amount equal to 150% of the License Fee in effect during the last month of the Term, prorated for

each and every day of every month during which any part of the Communications Facilities remains on the Property. Whether or not any or all of the Communications Facilities are in use or functioning shall not be considered a factor when determining Licensee's payment obligations under this Section 15.3.

#### 16. ASSIGNMENT & SUBLICENSING.

- 16.1 Licensee may not sublicense any part of the Premises.
- 16.2 Licensee may not assign or otherwise transfer its rights in this Agreement without Licensor's prior written consent, which consent may be withheld for any reason. Notwithstanding any assignment or transfer by Licensee, Licensee will continue to be liable for all obligations of Licensee under this Agreement until released in writing by Licensor. The consent by Licensor to any assignment will not relieve Licensee or any successor of Licensee from the obligation to obtain Licensor's written consent to any other assignment.

### 17. <u>DEFAULT & RIGHT TO CURE</u>.

- 17.1 The following will be deemed a default under this Agreement: A Party's failure to perform any term or condition under this Agreement within 45 days after receipt of written notice from the other Party of the failure, except that no such failure will be deemed to exist if the breaching Party has commenced to cure such failure within such 45-day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing such failure will be excused if due to causes beyond Licensee's reasonable control.
- 17.2 In the event of any uncured default by either Party, in addition to other rights and remedies that may be available under this Agreement and without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement by providing 30 days' written notice to the defaulting Party, in which case the Agreement shall terminate on the date 30 days from receipt of such notice as if that date had been originally fixed as the termination date of the Term granted in this Agreement. In the event this Agreement is so terminated, Licensee shall promptly pay to Licensor a sum of money equal to the total of any unpaid amounts due under the Agreement, including the License Fee prorated through the date of termination.

#### 18. <u>APPOINTMENT OF REPRESENTATIVE; NOTICE; DISPUTE RESOLUTION.</u>

Appointment of Representatives. It is the intent of Licensor and Licensee that any disputes which may arise between them (or between the employees or contractors of each of them) be resolved quickly and efficiently. Such resolution may, in certain circumstances, involve immediate decisions made by the Parties' representatives. The Parties hereby designate the following people as representatives to receive and give notices, grant approvals, sign documents

(including this Agreement), and make decisions with respect to this Agreement on behalf of each Party:

Licensor: Utilities Director

Stoughton Utilities

PO Box 383

600 South Fourth Street Stoughton, WI 53589

Licensee: [CITY REPRESENTATIVE TITLE]

City of Stoughton 207 South Forrest Street

Stoughton, Wisconsin, 53589

Either Party may change its designated representative and/or address at any time by giving written notice to the other Party of the change pursuant to the notice procedures set out in Section 18.2.

- 18.2 <u>Notices</u>. Except where telephone notice is permitted by the terms of this Agreement, all notices, requests, demands and communications under this Agreement will be personally delivered, given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid to the addresses set out in Section 18.1. Notice shall be effective upon actual receipt or refusal of delivery.
- Dispute Resolution. Any disputed issue arising during the Term of this Agreement shall be initially referred to the Parties' representatives designated in Section 18.1, who shall use reasonable efforts to reach a mutually agreeable resolution of the disputed issue. In the event the Parties' representatives are unable to resolve any claims or disputes arising under this Agreement within 60 days of the date the claim or dispute is referred to the representatives, then the matter shall be referred to the City Attorney for the City of Stoughton, who shall review this Agreement and all pertinent information submitted by the Parties and shall resolve the dispute in accordance with his or her sound legal judgment and in strict compliance with all obligations under the law with respect to the operation of a municipal public utility.

#### 19. CASUALTY & DECOMMISSIONING.

19.1 <u>Casualty</u>. If the Tower is damaged in a manner that would render it substantially unusable for Licensee's intended use, in Licensee's reasonable discretion, then the License Fee shall abate until Licensor, at Licensor's expense and sole option, restores the Tower to its condition prior to such damage. If Licensor elects not to restore the Tower, it shall give Licensee written notice of such election and this Agreement shall immediately terminate. If Licensee is unable to install a Temporary Tower or its functional equivalent in a mutually agreed-upon location for Licensee's use during the Tower repairs or if Licensor does not begin repairs

- within 120 days following the date the Tower was damaged, Licensee shall have the right to terminate this Agreement by giving Licensor written notice thereof, as long as Licensee has not resumed operations on the Property.
- 19.2 <u>Decommissioning</u>. Licensor, in its sole and absolute discretion, may decommission and dismantle the Tower at any time. Licensor shall give Licensee no less than 60 days' prior written notice of the date by which Licensee's Communications Facilities must be removed from the Property in accordance with Section 15. This Agreement will terminate at the end of the 60-day notice period.

## **20.** ADDITIONAL PROVISIONS.

- 20.1 Work Performed by Licensor. Any work performed or service provided by Licensor's employees, the cost of which is Licensee's responsibility under this Agreement, shall be charged out at Licensor's annually adopted fully loaded labor rate and transportation rate (which rates shall include a charge for administrative and general costs) and any work performed or service provided by non-employees of Licensor (e.g., contractors) shall be charged out to Licensee at 100% of Licensor's actual cost paid for such work or service. Licensor will invoice Licensee for costs, which invoice shall be due and payable within 30 days of its receipt.
- 20.2 <u>Amendment</u>. This Agreement shall not be amended, modified, or revised except in a writing signed by both Parties.
- 20.3 Entire Agreement. This Agreement, including its recitals and exhibits, contains all agreements, promises, and understandings between Licensor and Licensee with respect to the subject matter of this Agreement, and no verbal or oral agreements, promises, or understandings shall be binding upon either Licensor or Licensee in any dispute, controversy, or proceeding at law/ This Agreement, including the recitals and attached exhibits, constitutes the entire agreement of the Parties and supersedes all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.
- 20.4 <u>Survival</u>. The provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement, including without limitation the provisions relating to removal of Licensee's Communications Facilities, shall survive such termination or expiration.
- 20.5 Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 20.6 <u>Severability</u>. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance is, to any extent, held invalid or unenforceable, the remainder of the section, subsection, term, or provision of the Agreement or the application of the same to parties or circumstances other

- than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term, or provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 20.7 <u>Headings</u>. The headings of articles, sections, and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify, or alter the meanings of the articles, sections, or subsections.
- 20.8 <u>No Waiver</u>. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights, and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 20.9 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means, such as .pdf, DocuSign, or similar format. The Parties agree that delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement to the same extent as an original signature.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be effective as of the last date written below.

LICE	NSOR
Stough	nton Utilities
By:	
	Jill Weiss
Its:	Utilities Director
Data	

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

# LICENSEE

City of Stough	ton, Wisconsin
By:	
Name:	
Title:	
Date:	

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF PROPERTY AND DEPICTION OF UTILITY AREA

#### **Property**

Dane the following described real estate in \_ State of Wisconsin: Part of the North 1/2 of the Northeast 1/4 of Section 6, Township 5 North, Range 11 East, City of Stoughton Dane County, Wisconsin, described as follows: Commencing at a 2 inch iron pipe at the Northeast corner of said Section 6; thence North 880 27' 05" West, 7.92 feet to the Southeast corner of Section 31, Township 6 North, Range 11 East; thence North 87° 35' 45" West, 1328.48 feet; thence South 05° 33' 34" West, 61.48 feet to the Northwest corner of Lot 38, First Addition to Scenic Heights; thence South 03° 50' 00" Mest along the West line of the Plat of First Addition to Scenic Heights 10.00 feet; thence South 22° 20' 00" East along said West line 155.61 feet; thence South 45° 51' 20" East, 288.00 feet along said West line; thence South 80° 38' 40" East along said West line 70.00 feet; thence South 13° 32' 20" East along said West line 109.45 feet; thence South 58° 41' 00" East along said West line 69.72 feet; thence South 18° 34' 50" East along said West line 175.76 feet; thence South 89° 39' 50" East along said West line 31.00 feet; thence South 00° 20' 10" West along said West line 128,00 feet to the end of the said West line and the Northerly right of way line of Furseth Road; thence North 890 39' 50" West along said Northerly right of way line 946.63 feet to angle point on said right of way; thence South 890 43' 22" West along said right of way line 175.00 feet to the point of beginning of this description; thence South 10 30' 00" West 30 feet more or less to center line of said Furseth Road; thence South 890 43' 22" West along said centerline 150.00 feet; thence North 1° 30' 00" East 30 feet more or less to North right of way line of said Furseth Road; thence continue North 1° 30' 00" East 150.00 feet; thence North 89° 43' 22" East 150.00 feet; thence South 10 30' 00" West 150.00 feet to the point of beginning.

#### **Utility Area**

[INSERT SITE PLAN OR AERIAL IMAGE OF PROPERTY WITH LOCATION OF UNDERGROUND UTILITIES HIGHLIGHTED IN YELLOW]

# **EXHIBIT B**

# ANTENNA SITE APPLICATION – INITIAL INSTALLATION PROJECT

[Attached in accordance with Section 8.1.1 of the Agreement]

# **EXHIBIT C**

# APPROVED CONSTRUCTION DRAWINGS - INITIAL INSTALLATION PROJECT

[Attached in accordance with Section 8.1.1.3 of the Agreement]

# **EXHIBIT D**

## ANTENNA SITE APPLICATION FORM

[Attached four-page application form follows; to be used in accordance with Section 8.2.2.1 of the Agreement]

# **ANTENNA SITE APPLICATION**

Date Received	

Stoughton Utilities
PO Box 383
600 South Fourth Street
Stoughton, WI 53589
(608) 873-3379

^	CITE	4 5 5 1	ΙCΔΤΙ	~
^	VII F	A D D I	IC /	11/1

<b>.</b> \	Water Tower Site Name and Location ("Site"):
	Wireless Carrier's Corporate Designation ("Carrier"):
•	Desired Date of Operation:
• 1	Description of Project (example: Install 3 new radio units, relocate 3 antennas):
-	
_	
Λ	licent Information
App	licant Information
a.	Name of Applicant:
b.	Applicant's Address:
c.	Applicant's Contact Person:
	i. Mobile:
	ii. Email:
d.	Technical Advisor (A&E Firm):
	i. Mobile:
	ii. Email:
RF a	nd Spectrum Information
a.	Proposed Radio Band:
b.	Proposed Radio Frequencies:(attach list, if necessary)
c.	Type of Service (e.g., SMR, ESMR, PCS, Wi-Fi):
d.	☐ Licensed Spectrum ☐ Unlicensed Spectrum (check box)
e.	If unlicensed spectrum, attach a detail description of the portions of the project using

- f. If this is a Distributed Antenna System project, attach the Radio Frequency Coverage Maps prepared by the FCC Licensee.
- g. This Site will be interconnected via radio frequency transmission to other existing or anticipated site(s) -- Yes or No (circle one)

3.	<b>Antenna Facilities</b>	attach applicable	specifications)
J.	, witching i acintics	actacii appiicabic	opecine a crons,

	a.	Number of antennas:
	b.	Number of zones:
	c.	Antenna dimensions:
	d.	Antenna type, manufacturer, and model number:
	e.	Number of radio units:
	f.	Radio unit dimensions:
	g.	Radio unit type, manufacturer, and model number:
	h.	Transmission line or cable manufacturer and model number:
	i.	Size of cables:
	j.	Number of cables:
	k.	Antenna location on tower:
		(N, S, E, W, NE etc. or specify the exact antenna azimuths)
	l.	GPS Antenna Yes or No (circle one)
	m.	If yes, provide size, dimensions, and weight:
4.	Dish Ed	quipment (attach applicable specifications)
	a.	Number of dishes:
	b.	Microwave Yes or No (circle one) Satellite Yes or No (circle one)
	c.	Dish dimensions:
	d.	Dish type, manufacturer, and model number:
	e.	Provide manufacturer and model number of transmission line or cable:

	f.	Size of cables: Number of cables:
	g.	Dish location on tower:
5.	Grou	and Equipment (attach applicable specifications)
	a.	Square feet required:
	b.	Inside Tower Yes or No (circle one)
	c.	Inside Applicant's building Yes or No (circle one)
	d.	Number of cabinets:
	e.	Cabinet dimensions:
	f.	Number of air conditioners: Description:
	g.	Generator on Site Yes or No (circle one)
	h.	If yes, provide type, size, and location:
	i.	Isolator manufacturer and model number:
	j.	Duplexer manufacturer and model number:
	k.	Filters manufacturer and model number:
	l.	Controls used in addition to the transmitter/receiver cabinet(s) Yes or No (circle one)
	m.	If yes, how many? Provide manufacturer and model number:

#### B. AGREEMENT TO PAY STOUGHTON UTILITIES' ("OWNER") COSTS

- Owner's Costs. By signing this Application, Carrier agrees and acknowledges that it is responsible for the costs that Owner incurs related to the project proposed in this Application (collectively, "Owner's Costs"). Owner's Costs include, but are not limited to, those costs associated with the following work if performed by Owner, its employees, or its legal or technical consultants:
  - a. Review of Carrier's construction drawings, structural analysis, and site survey
  - b. Negotiation of agreements or amendments to related agreements between Carrier and Owner and related attorney's fees
  - c. Pre-construction meeting and post-construction inspection of work done on Carrier's behalf
  - d. Site coordination

#### 2. Deposit Required.

- a. Carrier shall submit a deposit to Owner in the amount of **\$10,000.00**. The deposit shall be submitted with a completed and executed Application. Owner shall use the deposit to pay Owner's Costs, as described above.
- If the initial deposit is insufficient to cover all of Owner's Costs, Carrier shall provide
   Owner with an additional deposit in an amount agreed upon by Owner and Carrier.
   Upon Owner's request, Carrier shall cease any work at the Site until Owner receives
   the additional deposit from Carrier.
- c. Any unused deposit amounts will be returned to Carrier within after Carrier has completed its proposed project, provided that Owner's post-construction inspection confirms that the project has been built in accordance with the construction drawings for the project as approved by Owner.

To be executed by Carrier or Carrier's authorized representative:

Signature:		Date:	
Name:			
	(Print or Type)		_
Title:			

# **EXHIBIT E**

## ANTENNA SITE SERVICE NOTICE FORM

[Attached three-page form follows; to be used in accordance with Section 8.4.3 of the Agreement]

Date Received	

# ANTENNA SITE SERVICE NOTICE

Utility: Stoughton Utilities
Address: PO Box 383, 600 South Fourth Street
City, State, Zip: Stoughton, WI 53589
Phone: (608) 873-3379

Water	Tower Site Name and Address:	
Wirel	ess Carrier:	
1.	Name of Service Company:	· · · · · · · · · · · · · · · · · · ·
2.	Address:	
3.	Contact person for Applicant:	Telephone:
	Mobile: Email:	
4.	Technical Site Advisor:1	「elephone:
	Mobile: Email:	
5.	Proposed Radio Band:	
6.	Propose Radio Frequency(s):	
7.	Type of Service Request (supply service ticket # if av	
<ol> <li>8.</li> <li>9.</li> </ol>	A.  B.  C.  D.  E.  Antenna equipment – Attach applicable specifications	
9.	A. Number of antennas	5.
	B. Number of zones	
	C. Antenna dimensions	
	D. Antenna type, manufacturer, and model no.	_
	E. Number of Radio Units	<del></del>
	F. Radio Unit dimensions	

G.	Radio Unit type, manufacturer, and model no.
Н.	Transmission line or cable manufacturer and model no.
l.	Size of cables Number of cables
J.	Antenna location on the tower:(N, S, E, W, NE etc. or specify the exact antenna azimuths)
K.	GPS Antenna Y / N (Circle One)
	If yes, provide Dimensions and Weight:
10. Disl	n equipment – Attach applicable specifications
A.	Number of dishes Dish dimensions Microwave? Y / N (Circle One)
	Satellite? Y / N (Circle One)
В.	Dish type, manufacturer, and model no.
C.	Transmission line or cable manufacturer and model no.
D.	Size of cables Number of cables
E.	Dish location on tower:
	Initial here to indicate specifications are attached.
11. Gro	und equipment – Attach applicable specifications
Α.	Square feet required
В.	Inside Tower? Y / N (Circle One) Inside Lessee building? Y / N (Circle One) Outside? Y / N (Circle One)
C.	Number of cabinets Cabinet dimensions
D.	Number of air conditioners Air conditioner description
E.	Generator on site? Y / N (Circle One) if yes, provide type, size, and location.
F.	Isolator manufacturer and model no
G.	Duplexer manufacturer and model no.
Н.	Filters manufacturer and model no
I.	Controls used in addition to the transmitter/receiver cabinet(s)? Y / N (Circle One)
	If yes, how many? Manufacturer and model no
	Initial here to indicate specifications are attached.
12. Des	sired date of operation:
13. Des	scription of scope of work:
(E)	xample: Diagnose and repair 3 radio head units; replace nonfunctioning antenna with same model

Service Company Representative	Date:
Print Name	
Cell Phone:	
Email:	

# City of Stoughton, 207 South Forrest Street, Stoughton WI 53589

RESOLUTION FROM THE UTILTIES COMMITTEE TO THE STOUGHTON COMMON COUNCIL										
Authorizing and directing the proper City official(s) to approve the Water Tower License Agreement for communications attachments between Stoughton Utilities and the City of Stoughton, Wisconsin										
Committee Action: Utilities Committee recommended Common Council approval to										
Fiscal Impact: \$600 Annually										
File Number: R-xxx-2024 Date Introduced: January, 2024										
WHEREAS, Stoughton Utilities staff worked with its attorney, Julia Potter of Boardman & Clark LLP, o create the draft license agreement provided for review and approval; and  WHEREAS, on December 18, 2023, the Stoughton Utilities Committee met to review and approve the roposed Water Tower License Agreement between Stoughton Utilities and the City of Stoughton, Visconsin and authorize the Stoughton Utilities Director to sign on behalf of Stoughton Utilities, and ecommend approval of the same by the Stoughton Common Council; now therefore  SE IT RESOLVED by the Common Council of the City of Stoughton that the Water Tower License agreement between Stoughton Utilities and the City of Stoughton, Wisconsin is hereby approved, with authorization provided to the Stoughton Utilities Director to sign on behalf of Stoughton Utilities.										
Council Action: Adopted Failed Vote:										
Mayoral Action:										
Mayor Timothy Swadley  Date										

Council Action:

Override Vote:



#### 600 South Fourth Street P.O. Box 383 Stoughton, WI 53589-0383

Serving Electric, Water & Wastewater Since 1886

Date: December 14, 2023

**To:** Stoughton Utilities Committee

From: Jill M. Weiss, P.E.

Stoughton Utilities Director

**Subject:** Second Amendment to Water Tower License Agreement Between the City of Stoughton,

Wisconsin and County of Dane, Wisconsin for Communications Attachments on Tower

No. 3

Stoughton Utilities was contacted by employees from other departments of the City of Stoughton regarding the placement of additional communications attachments on Water Tower No. 3, located at 1273 Racetrack Road.

Stoughton Utilities had previously entered into a Water Tower License Agreement with Dane County dated November 19, 2015, as amended by a First Amendment to License Agreement dated February 12, 2016. It has been determined that a Second Amendment to the License Agreement will be required to address the additional communications attachments, as well as clarify additional language from the original agreement.

Stoughton Utilities staff worked with our attorney, Julia Potter of Boardman & Clark LLP, to create the draft Second Amendment to License Agreement provided for review and approval. The agreement enclosed in the packet is proposed to be the final version of the Second Amendment to License Agreement, with updates to be made to include specific information provided by the licensee as required to execute the Amendment.

It is requested that the Stoughton Utilities Committee review and approve the Second Amendment to the Water Tower License Agreement between the City of Stoughton, Wisconsin and the County of Dane, Wisconsin, and authorize the Stoughton Utilities Director to sign on behalf of Stoughton Utilities, and recommend approval of the Second Amendment to License Agreement and authorization to sign to the Stoughton Common Council.

## SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to License Agreement ("Second Amendment") is made and entered into as of the date of the last signature below by and between the City of Stoughton, Wisconsin, a municipal corporation with its principal offices located at 207 South Forrest Street, Stoughton, Wisconsin 53589 ("Licensor") and by Dane County, a quasi-municipal corporation, with its principal office located at 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin 53703-90334 ("Licensee").

#### **BACKGROUND**

- A. Licensor and Licensee entered into a certain License Agreement dated November 19, 2015, as amended by a First Amendment to License Agreement dated February 12, 2016, (collectively, the "License Agreement"), under which Licensor granted to Licensee, subject to the terms of the License Agreement, the right to install and operate Licensee's Communications Facility on the Leased Premises, together with certain easement rights.
- B. Licensor and Licensee wish to amend the License Agreement to allow Licensee to modify its Communications Facility on the Leased Premises as set out in marked-up construction drawings attached as <a href="Exhibit A">Exhibit A</a> (the "Modification Project") and make other modifications to the terms and conditions of the License Agreement.

## The Parties agree as follows:

- 1. <u>Modification Project</u>. Licensor approves the Modification Project described in <u>Exhibit A</u> and authorizes Licensee to undertake such project in accordance with the terms of the License Agreement.
- 2. Tower Painting and Maintenance. The License Agreement is amended to strike Section 14(c) and replace it with the following language, which shall appear as Sections 14(c), (d), and (e).
  - (c) Licensee shall remove its Communications Facility from the Tower, at Licensee's sole cost and expense, to allow for Tower painting, reconditioning, or similar maintenance or repair work that Licensor, in its sole discretion, determines will require the removal of the Communications Facility from the Tower ("Major Maintenance Work"). Licensee and Licensor shall cooperate to ensure that the removal of the Communications Facility does not interfere with the Major Maintenance Work. Licensee shall cooperate with Licensor with respect to the Major Maintenance Work and will make its representatives available to attend meetings with Licensor or its contractors (and any other Tower users) related to such work. If Licensee requires the use of a temporary pole or cell on wheels (collectively, "Temporary Tower"), Licensor shall permit Licensee, at Licensee's sole expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Licensor and Licensee. Licensee shall

cooperate with Licensor regarding the placement of the Temporary Tower on the Property. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.

- (d) If Licensor, in its sole discretion, determines that it is reasonable to allow Licensee to keep all or any portion of the Communications Facility in place during any maintenance or repair work, Licensee shall be responsible for the additional cost Licensor incurs due to the presence of the Communication Facility on the Tower during such work. Licensor will invoice Licensee for such additional cots, and Licensee shall pay such invoice within 30 days of its receipt.
- (e) In case of an emergency that requires Licensor to remove Licensee's Communications Facility, Licensor may do so after giving advance telephone notice to Licensee as soon as practical by calling (XXX) XXX-XXXX. In the event the use of the Communications Facility is interrupted, Licensee shall have the right to maintain a Temporary Tower on the Property in a location approved by Licensor. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.
- 2. <u>Defined Terms</u>. Terms defined in the License Agreement shall have the same meanings in this Second Amendment.
- 3. <u>Other Provisions Unaffected</u>. To the extent that any provision of this Second Amendment is determined to be inconsistent with any provision of the License Agreement, this Second Amendment shall control. Otherwise, all provisions of the License Agreement that are not affected by this Second Amendment shall be in full force and effect and continuing.
- 4. <u>Entire Agreement</u>. This Second Amendment, together with the License Agreement, as amended, constitutes the entire understanding of the Parties with respect to the subject matter hereof and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party that is not contained in this First Amendment or License Agreement shall be binding or valid.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be effective as of the last date written below.

LICI	ENSOR:
City	of Stoughton, Wisconsin
-	
By:	T' 4 C 11
_	Timothy Swadley
Its:	Mayor
Date:	
City	of Stoughton Utilities
By:	1'11 W/ ·
_	Jill Weiss
Its:	Utilities Director
Date:	

LICE	NSEE:
Count	y of Dane, Wisconsin
By:	
	Joseph Parisi
Its:	Executive
Date:	

F:\DOCS\WD\23434\17\A2371714.DOC

# **EXHIBIT A**

# **Marked-Up Construction Drawings Showing Approved Modification Project**

[Attached]

# City of Stoughton, 207 South Forrest Street, Stoughton WI 53589

		_											
RI	ESOLU	UTION FROM STOUG			ES COMM ON COUNC		THE						
_	t for c	ommunication	s attach	ments bet	tween the (	City of Stou	ndment to Water Tower ughton, Wisconsin and wal to						
Fiscal Impact:	None	None											
File Number:	R-xx	<mark>x</mark> -2024		Date Int	troduced:	January _	, 2024						
	the pla	cement of addi	tional co	ommunica	tions attacl	nments on V	rtments of the City of Vater Tower No. 3; and						
WHEREAS, Stough	iton Ut Ioveml	ilities had pre	viously	entered in	nto a Wate	r Tower Li	cense Agreement with cense Agreement dated						
	nsin a	nd County of	Dane,	Wisconsin	n will be r	equired to	ment between the City address the additional nal agreement; and						
WHEREAS, Stough o create the draft Sec					•		oardman & Clark LLP, and approval; and						
proposed Second An	nendme and aut	ent to License horize the Stou	Agreem Ighton U	ent betwe Itilities Di	en City of rector to sig	Stoughton, gn on behalt	eview and approve the Wisconsin and County fof Stoughton Utilities, erefore						
License Agreement b	etweer	n the City of St	toughtor	n, Wiscon	sin and Co	unty of Dan	Second Amendment to te, Wisconsin is hereby on behalf of Stoughton						
Council Action:		Adopted		Failed		Vote:							
Mayoral Action:		Accept		Veto									
Mayor Timothy Sw	adley			D	ate								

Override

Council Action:

Vote:



#### 600 South Fourth Street P.O. Box 383 Stoughton, WI 53589-0383

Serving Electric, Water & Wastewater Since 1886

Date: December 14, 2023

**To:** Stoughton Utilities Committee

From: Shannon M. Statz

Stoughton Utilities Finance Manager

Jill M. Weiss, P.E.

Stoughton Utilities Director

**Subject:** Stoughton Wastewater Utility 2024 Rate Adjustment

Included in the 2024 wastewater utility operating budget that was presented to and approved by the Stoughton Utilities Committee in October 2023 and Stoughton Common Council in November 2023 was an across-the-board rate adjustment of 8%. The adjustment is necessary to recover costs of capital infrastructure improvements both today and in the future. The proposed rate adjustment will bring the total wastewater utility bill for an average residential customer to \$32.92 per month, a monthly increase of \$2.42.

The 2024 operating budget was calculated with this proposed wastewater rate adjustment having an effective date of February 1, 2024. The last wastewater rate adjustment occurred on July 1, 2022.

Also included in the 2024 budget presentation was a plan to implement a flat adjustment of 8% every other year, with a full rate analysis on the years in between.

Wastewater rates are solely governed by the Stoughton Common Council and changes in rates require a revision to Section 74 of the Stoughton Municipal Code of Ordinances. A copy of the proposed ordinance amendment is enclosed.

If approved with a February 1, 2024 effective date, a notice to all customers will be published in the Stoughton Courier Hub during the month of February and on the customer billing statements issued on February 8, 2024. Customers will see the effect of the rate adjustment on the billing statements dated March 8, 2024, for wastewater service provided during the month of February.

We are requesting that the Stoughton Utilities Committee approve the Stoughton Wastewater Utility 2024 rate adjustment, and recommend approval of the rate adjustment to the Stoughton Common Council at their January 9, 2024 meeting.

# Sewer Rate Comparison Dec 2023 Within 15 Miles of Stoughton

(	Community	, (	Oregon	Fit	tchburg	Sto	ughton CURRENT	St	toughton PROPOSED	٨	/ladison	N	lonona	N	/IcFarland	Е	dgerton	Co	ttage Grove	Ev	ansville	De	erfield
Eff	ective Date	1	2/28/11	01	1/01/23		7/1/2022		2/1/2024	0	6/01/23	01	1/01/21	(	01/11/23	0	1/01/21		2023	01	1/01/22	01	/01/22
	Population	1	11,179	3	30,032		13,146		13,146	2	258,366		8,141		8,845		5,613		7,086		5,374	:	2,553
	5/8'	\$	6.98	\$	14.33	\$	10.30	\$	11.12	\$	15.23	\$	17.48	\$	16.50	\$	13.99	\$	17.51	\$	15.00	\$	27.50
a	'3/4	\$	6.98	\$	14.33	\$	10.30	\$	11.12	\$	15.23	\$	_	\$	16.50	\$	13.99	\$	17.51	\$	15.00	\$	27.50
Ci 7	1'	- T	17.45	\$	18.77	\$	15.81	\$	17.07	\$	30.68	\$	25.49	\$		\$	19.39	\$	28.53	\$	37.50	\$	61.50
		\$	24.43	\$	-	\$	21.11	\$	22.80	\$	-	\$	-	\$	28.89	\$	23.08	\$	-	\$	52.50	\$	-
ā	'1 1/2 ر	\$	24.43		29.77	\$	24.97	\$	26.97	\$	56.43	\$	39.34	\$	35.89	\$	28.61	\$	47.29	\$	75.00		118.00
<del>+</del>	ر '2	_	34.90		43.13	\$	35.98	\$	38.86	\$	87.33	\$	54.66	\$	50.66	\$	39.69	\$	70.17	_	120.00	\$	185.50
Mater	3'		55.84		74.17	\$	61.64	\$	66.57	\$	159.43	\$	99.08	\$		\$	65.68	\$	122.53	_	225.00	\$	-
_	- 4		174.50		117.93	\$	98.30	\$	106.16	\$	262.43		142.76	\$		\$	139.81	\$	197.91		375.00		569.50
	6'	\$	349.00	\$	228.37	\$	205.93	\$	222.40	\$	519.93	\$	-	\$	253.23	\$	195.19	\$	-	\$	750.00	\$	-
	me Charge																						
•	000 Gallons	<u> </u>	4.66	\$	3.15	\$	5.05	\$	5.45	\$	4.75	\$	5.21	\$	5.50	\$	7.67	\$	7.93	\$	9.63	\$	9.50
Per 100	Cubic Fee	t																		\$	7.20		
h																							
Average	Residentia	I																					
	ner Monthly		25.62	Ś	26.93	\$	30.50	\$	32.92	\$	34.23	Ś	38.32	\$	38.50	Ś	44.67	\$	49.23	\$	53.52	\$	65.50
	suming 4,000			,		•			52.52	•		•		•		•		•		•		•	
galloi	ns per month																						
2024	Estimated	<b>I</b> \$	28.69					\$	32.92														
2025	Estimated	\$	38.74					\$	35.57														
2026	Estimated	İŚ	48.42					Ś	38.41														
2027	Estimated	ı s	51.33					Ś	41.49														
	Estimated		54.41					Ś	44.81														
2020	Notes	<u>⊢</u>	34.41	0	uarterly			7	44.01					B	i-Monthly	_	uarterly		Quarterly	^	djusted		
	Notes	-		_	usted for										djusted for		usted for		djusted for	_	olume		
		-			1onthly										Monthly	_	Nonthly		Monthly	_	Charge		
				IV	TOTILITY										iviolitiny	- 11	nonting		iviolitilly		or 1,000		
		-																			Gallons		
		<u> </u>																			מווטווט		

## City of Stoughton, 207 S Forrest Street, Stoughton WI 53589

# RESOLUTION FROM THE UTILTIES COMMITTEE TO THE STOUGHTON COMMON COUNCIL

Authorizing and directing the proper City official(s) to adopt modification to Subsections 74-112 and 74-113 of the City of Stoughton Municipal Code of Ordinances.

Committee Action: Utilities Committee recommended Common Council approval -

Fiscal Impact: \$176,134

File Number: R-xxx-2024 Date Introduced: January 9, 2024

The City of Stoughton, Wisconsin, Common Council does proclaim as follows:

WHEREAS, included in the 2024 wastewater utility budget that was presented to and approved by the Stoughton Utilities Committee and Stoughton Common Council was a review of wastewater utility retail rates and an across-the-board rate adjustment of 8%, and

WHEREAS, an adjustment is necessary to recover costs of capital infrastructure improvements, including replacement of underground mains and associated street repairs/reconstruction, and

WHEREAS, the last wastewater rate adjustment occurred on July 1, 2022.

WHEREAS, the budgeted increase to wastewater retail rates of 8% will bring the total wastewater bill for an average residential customer to \$32.92 per month, a monthly increase of \$2.42, and

WHEREAS, Wastewater rates are solely governed by the Stoughton Common Council and changes in rates require a revision to Section 74 of the Stoughton Municipal Code of Ordinances, and

**WHEREAS**, your Stoughton Utilities staff reviewed the wastewater utility rates and prepared modifications to Subsections 74-112 and 74-113 of the City of Stoughton Municipal Code of Ordinances as follows:

## DIVSION 3. FEES AND CHARGES

Sec. 74-112. – Minimum monthly wastewater service charge The minimum monthly wastewater service charge shall be based on the size water meter in service, as per the following schedule effective February 1, 2024:

Meter Size	OM&R	Debt	Total
5/8" & 3/4"	\$ 3.34	\$ 7.79	\$11.12
1"	5.29	11.78	17.07
11/4"	7.30	15.50	22.80
1½"	8.63	18.34	26.97
2"	12.82	26.04	38.86
3"	21.97	44.60	66.57

Meter Size	OM&R	Debt	Total
4"	36.09	70.07	106.16
6"	75.62	146.78	222.40

Sec. 74-113. Volume.

In addition to the minimum monthly charge based on meter size, there shall be a charge for all flow based on water usage as determined by the water utility, at the rate of \$5.45 per 1,000 gals, effective February 1, 2024.

**NOW THEREFORE BE IT RESOLVED** by the Common Council of the City of Stoughton that the proper city official(s) be hereby authorized and directed to adopt the modifications to Subsections 74-112 and 74-113.

Council Action:  Mayoral Action:	☐ Adopted ☐ Accept	Failed Veto	Vote:
Mayor Timothy Swao	dley	Date	
Council Action:		Override	Vote:



#### 600 South Fourth Street P.O. Box 383 Stoughton, WI 53589-0383

Serving Electric, Water & Wastewater Since 1886

Date: December 14, 2023

**To:** Stoughton Utilities Committee

From: Shannon M. Statz

Stoughton Utilities Finance Manager

Jill M. Weiss, P.E.

Stoughton Utilities Director

**Subject:** 2023 Q4 Stoughton Utilities Investment Update

Per our Investment Policy, a detailed list of Stoughton Utilities' investments shall be provided to the Utilities Committee annually for review. Enclosed is a list of the financial institutions with whom we currently have investments, with a breakdown of total investments for each individual utility.

In the month of November, we reinvested a water utility Certificate of Deposit (CD) with UBS for \$200,000 at a rate of 5.5%, maturing in December 2024. Coming due in December will be \$550,000 of electric utility CD's and \$200,000 on another water utility CD. If rates are favorable, we will likely reinvest these funds for one to two years.

When considering whether to hold on to cash or place funds into a new CD, we consider current interest rates and how quickly we will need access to these funds. Currently, it is favorable for us to hold some funds in CDs, as they are earning a slightly higher interest rate that we receive on funds held in our checking account. Should these conditions change, we would reevaluate our strategy.

As of December 2023

		Electric	1	Water	Wastewa	ter		Total
Stifel	\$	104,977.14	\$	(0.00)	\$ (0	.00)	\$	104,977.13
PMA	\$	820,845.50	\$	-	\$ 278,879	.78	\$ ^	1,099,725.28
UBS	\$	-	\$20	0,000.00	\$ 200,000	.00	\$	400,000.00
First Business Bank CD's	\$	550,000.00	\$ 20	0,000.00	\$	-	\$	750,000.00
Investors Community CD's	\$	249,000.00	\$	-	\$	-	\$	249,000.00
		1 724 822 64	÷ 40	000000	£ 470 070	70	<b>.</b>	2 002 702 44
	<b>\$</b> 1	1,724,822.64	ֆ 40 Տ	(0.06)	\$ 478,879	.78	<b>Þ</b> 4	2,603,702.41



## 600 South Fourth Street P.O. Box 383 Stoughton, WI 53589-0383

Serving Electric, Water & Wastewater Since 1886

Date: December 14, 2023

**To:** Stoughton Utilities Committee

From: Jill M. Weiss, P.E.

Stoughton Utilities Director

**Subject:** Utilities Committee Future Agenda Item(s)

This item appears on all agendas of Committees of the City of Stoughton.