



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, June 16, 2025 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 754-090-909](#)
Members: Citizen Member Carl Chenoweth, Citizen Member David Erdman (Chair), Alderperson Regina Hirsch, Alderperson Greg Jensen, Mayor Tim Swadley, Citizen Member Dustin Thoren (Vice-Chair), Alderperson Jordan Tilleson

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 May 19, 2025 Regular Utilities Committee Meeting
- b. Stoughton Utilities Payments Due List Report
- c. Stoughton Utilities Financial Reports
- d. Stoughton Utilities Investment Summary
- e. Stoughton Utilities Statistical Report
- f. Stoughton Utilities Activities Report
- g. Communications

OLD BUSINESS

1. Status of Committee Recommendation(s) to the Stoughton Common Council (**Discussion**)
2. Update: PSCW Water Rate Application (**Discussion**)

NEW BUSINESS

3. Stoughton Utilities Director Position Update (**Discussion**)
4. Amendment to the Stoughton Utilities 2025 Operating Budget to Fund Primary Clarifier Repairs and Possible Purchase of Land (**Action**)
5. Stoughton Utilities Sponsorship and Donation Policy (**Action**)
6. Stoughton Utilities Project RoundUP Guidelines and Procedures (**Action**)
7. Sewer Utility Extension Agreement Between the City of Stoughton and Natter Commercial Properties, LLC (**Action**)
8. Stoughton Utilities Service Line Material Inventory (**Discussion**)
9. 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 Rick Manthe
Stoughton Common Council Members
Stoughton City Clerk Candee Christen
Stoughton Leadership Team
Stoughton Library Administrative Assistant Sarah Monette
Stoughton Utilities Education & Outreach Coordinator Brandi Yungen
Stoughton Utilities Billing & Metering Supervisor Erin Goldade
Stoughton Utilities Electric System Supervisor Joe Adler
Stoughton Utilities Wastewater System Supervisor Kevin Hudson
Stoughton Utilities Water System Supervisor Kent Thompson
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/754090909>

You can also dial in using your phone at (224) 501-3412 using access code: 754-090-909.

ATTENTION COMMITTEE MEMBERS: Two-thirds of members are needed for a quorum (five members). 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 JWeiss@stoughtonutilities.com, or Brian Hoops at (608) 877-7412, or via email at BHoops@stoughtonutilities.com.

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, May 19, 2025 – 5:30 p.m.

Stoughton, WI

Page No. 1

Location: Edmund T. Malinowski Board Room, Stoughton Utilities Administration Office
600 South Fourth Street, Stoughton, Wisconsin
Optional Virtual Participation: GoToMeeting ID 326-695-085

Members Present: Citizen Member David Erdman (Chair), Alderperson Regina Hirsch, Alderperson Greg Jenson, Mayor Tim Swadley, Citizen Member Dustin Thoren (Vice-Chair), Alderperson Jordan Tilleson

Excused: Citizen Member Carl Chenoweth

Absent: None

Others Present: Megan Cahill from Baker Tilly US, LLP, City of Stoughton Director of Human Resources & Risk Management Amy Jo Gillingham, Stoughton Utilities Assistant Director Brian Hoops, Stoughton Utilities Finance Manager Shannon Statz, Stoughton Utilities Education & Outreach Coordinator Brandi Yungen, Stoughton Utilities Director Jill Weiss

Call to Order: Vice-Chair Thoren called the regular Stoughton Utilities Committee Meeting to order at 5:30 p.m. Erdman, Hirsch, Jenson, Swadley, Thoren, and Tilleson were present in person. No members attended virtually.

Verification of Quorum: Thoren verified that a quorum of the committee membership was present.

Certification of Compliance with Open Meetings Law: Weiss certified that the meeting had been properly noticed in compliance with open meetings law.

Public Comments: There were no public comments.

Election of the Utilities Committee Chairperson: Motion by Thoren to nominate Erdman to the position of Stoughton Utilities Committee Chairperson. There were no additional nominations. The nomination carried unanimously 6 to 0.

Election of the Utilities Committee Liaison and Alternate Liaison to the Stoughton Common Council: Motion by Jenson to nominate Hirsch to the position of Utilities Committee Liaison to the Stoughton Common Council. There were no additional nominations. The nomination carried unanimously 6 to 0.

Motion by Jenson to nominate Tilleson to the position of Alternate Liaison to the Stoughton Common Council. There were no additional nominations. The nominations carried unanimously 6 to 0.

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

Motion by Jenson, the motion seconded by Hirsch, to approve the following consent agenda items as presented:

- a. Minutes of the April 21, 2025 Regular Utilities Committee Meeting
- b. Stoughton Utilities Payments Due List Report

DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, May 19, 2025 – 5:30 p.m.

Stoughton, WI

Page No. 2

- c. Stoughton Utilities Financial Reports
- d. Stoughton Utilities Statistical Report
- e. Stoughton Utilities Activities Report
- f. Communications

The motion carried unanimously 6 to 0.

Status of the Utilities Committee recommendation(s) to the Stoughton Common Council: Stoughton Utilities staff informed the committee that no items from the Stoughton Utilities Committee were recently approved and/or placed on file by the Stoughton Common Council.

Update: PSCW Water Rate Application: Stoughton Utilities staff provided an update on the status of the ongoing water rate application that was submitted to the Public Service Commission of Wisconsin (PSCW) in 2024. A public hearing is scheduled for Wednesday, May 21, 2025, and all customers were notified via an insert in their monthly billing statements.

Update: WisDOT 2025 Reconstruction Projects: Stoughton Utilities staff provided an update on the ongoing street reconstruction projects where utilities are being adjusted or reconstructed, including those being let by the City of Stoughton as well as those being led by the Wisconsin Department of Transportation. Staff continues to monitor project design updates and will notify the committee of any budgetary impacts. Discussion followed.

Release of Easement Rights to a Platted Utility Easement on Lots 32-43, 77-88, and 97-104: Stoughton Utilities staff presented a request from the developer of the Magnolia Springs Subdivision to release the utility's rights to a platted utility easement that was established during the creation of the certified survey map due to conflicts with an overlapping stormwater easement. Staff explained that a new utility easement is being created as part of the same process, and that there are no concerns with the easement release. Discussion followed.

Motion by Thoren, the motion seconded by Tilleson, to approve the release of easement rights to the platted utility easement on Lots 32-43, 77-88, and 97-104 of Magnolia Springs, and recommend approval of the release of easement rights to the Stoughton Common Council. The motion carried unanimously 6 to 0.

Stoughton Utilities 2024 Audit Reports and Management Letter: Erdman informed the committee that he would abstain from any discussion and vote, and left the meeting at 5:39 p.m. Staff introduced Ms. Megan Cahill from Baker Tilly US, LLP, who presented the Stoughton Utilities 2024 Audit Reports and Management Letter. Discussion followed.

Motion by Hirsch, seconded by Tilleson, to acknowledge receipt of the Stoughton Utilities 2024 audit reports and management letter and recommend the Stoughton Common Council accept receipt of the audit reports and management letter, and adopt the accompanying resolution. The motion carried 5 to 0, with Erdman abstaining.

Erdman returned to the meeting at 5:59.

Stoughton Electric Utility Annual Report filed with the Public Service Commission of Wisconsin: Stoughton Utilities staff presented and discussed the Stoughton Electric Utility Annual Report filed with the Public Service Commission of Wisconsin. Discussion followed.

DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, May 19, 2025 – 5:30 p.m.

Stoughton, WI

Page No. 3

Stoughton Water Utility Annual Report filed with the Public Service Commission of Wisconsin: Stoughton Utilities staff presented and discussed the Stoughton Water Utility Annual Report filed with the Public Service Commission of Wisconsin. Discussion followed.

Stoughton Utilities Compensation Plan: Staff introduced City of Stoughton Director of Human Resources & Risk Management Amy Jo Gillingham who presented a proposed compensation policy for Stoughton Utilities that was recently approved by the City of Stoughton Personnel Committee at their May 2025 meeting. Gillingham provided a brief history of the Stoughton Utilities Compensation Plan since it was first approved by the Stoughton Utilities Committee and Common Council in August 2022.

Details and history were provided that emphasized the importance that established market-based compensation plan be implemented annually to ensure a timely response to market conditions and avoid over or underpaying employees. Also discussed were differences between the City of Stoughton and Stoughton Utilities and the rationale behind the compensation plan, including concerns with a desire for parity between the city and utility and the problems that can cause, an explanation of wage funding sources, history of position openings at the utilities and recruitment efforts, and more.

The proposed compensation plan includes annual updates to the previously developed and approved pay matrix using a variety of sources, including Municipal Electric Utilities of Wisconsin and American Water Association. Comparable wages would be gathered at the end of the year after comparable budgets have been approved and reviewed by human resources for an annual February 1 effective date.

Discussion followed.

Weiss left the room, and a discussion was led by Gillingham about market compensation for the Utilities Director position. It was explained that this position is currently being compensated below midpoint and is not competitive. The committee expressed interest in correcting this prior to the annual process. Gillingham will review budgetary impacts and come back to the committee at a later date with more information for approval. Weiss returned following discussion.

Motion by Jenson, seconded by Hirsch, to approve the Stoughton Utilities Compensation Plan and recommend the approval and adoption of the compensation plan to the Stoughton Common Council. The motion carried unanimously 6 to 0.

Gillingham informed the committee that funds had been budgeted in 2025 to have a consultant review the previously approved compensation study, and requested input from the committee as to whether they would like to proceed with a one-time consultant review to verify the analysis results. The policy has been previously reviewed. Discussion followed.

Motion by Hirsch, seconded by Thoren, to use an outside consultant to review the compensation plan matrix in 2025 and every three years thereafter to ensure that the methodology to be used in the upcoming year remains correct and the market comparable results remain accurate and competitive. The motion carried unanimously 6 to 0

Swadley left the meeting at 6:33 p.m.

Wastewater 2024 Compliance Maintenance Annual Report (CMAR): Stoughton Utilities staff presented and discussed the 2024 CMAR. Staff informed the committee that annual submittal of an electronic CMAR form

DRAFT STOUGHTON UTILITIES COMMITTEE REGULAR MEETING MINUTES

Monday, May 19, 2025 – 5:30 p.m.

Stoughton, WI

Page No. 4

(eCMAR) is required to be completed no later than June 30. Staff further informed the committee that there were no concerns noted in the CMAR. Discussion followed.

Motion by Tilleson, seconded by Jenson, to approve the 2024 Compliance Maintenance Annual Report and recommend the approval and adoption of the corresponding resolution to the Stoughton Common Council. The motion carried unanimously 5 to 0.

Revision #2 to Wisconsin Department of Transportation State/Municipal Financial Agreement: Stoughton Utilities staff presented and discussed a revised cost sharing agreement between the City of Stoughton and the Wisconsin Department of Transportation (WisDOT) related to the reconstruction of US Highway 51 / West Main Street between Harrison Street and Roby Road. Stoughton Utilities will be replacing the water main and sanitary sewer, including completing the project design and engineering, and funding associated construction costs, mobilization, and project oversight. The proposed revision to the previously approved revised financial agreement defines the project scope and state vs. utility financial obligations. Staff requested that the committee's review and approval of the agreement focus on the utility-related aspects of the agreement, and other committees will be reviewing the other aspects of the agreement unrelated to utilities. Discussion followed.

Motion by Thoren, the motion seconded by Tilleson, to accept the utility-related aspects of Revision #1 to Wisconsin Department of Transportation State/Municipal Financial Agreement, and recommend acceptance of the revised agreement to the Stoughton Common Council. The motion carried unanimously 5 to 0.

2025-2029 Utility Rate Projections Communication Plan: Stoughton Utilities staff presented and discussed an informational pamphlet that was prepared in early 2024 at the committee's request to inform and educate customers on upcoming rate projections. This pamphlet was updated following approval of the current year's budget. Staff provided a presentation that outlined education and outreach efforts to distribute information about current and project rates, and discussed the objectives, key and supplemental messages, and the goals and metrics of the communications plan. Also presented were outreach efforts and sample materials completed to date, and a schedule for upcoming efforts. Discussion followed.

Stoughton Utilities 2025 Annual Water Consumer Confidence Report: Staff presented and discussed the annual Consumer Confidence Report (CCR). The CCR provides information about Stoughton's drinking water quality and any detected contaminants during the previous monitoring year (2024). This report will be distributed to customers during the months of May and June, and will also be distributed to and posted in various public locations. Discussion followed.

Utilities Committee Future Agenda Items: Stoughton Utilities staff informed the committee that future agenda items will be light over the summer months, and include policies on RoundUP and community donations, a review of easement release procedures, WPPI Energy regional dinners and the annual meeting, and approval of any budgetary impacts resulting from prior discussions. Discussion followed.

Adjournment: Being no further business before the committee, the chair adjourned the meeting at 7:06 p.m.

Respectfully submitted,

Brian R. Hoops

Assistant Stoughton Utilities Director

Report Criteria:

Report type: Summary

Check.Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/25	05/12/2025	3158	516	WELLS FARGO BANK	7460-232-00-0000	4,039.05
05/25	05/19/2025	3159	15	ASSOCIATED BANK-ACH	7460-232-00-0000	13,241.47
05/25	05/19/2025	3160	1	DELTA DENTAL	7460-232-00-0000	575.00
05/25	05/19/2025	3161	421	FIRST DATA CHARGES	7450-232-00-0000	30.52
05/25	05/19/2025	3162	25	PAYROLL FEDERAL TAXES - EFT	7460-232-00-0000	24,629.39
05/25	05/19/2025	3163	547	SPECTRUM - ACH	7460-232-00-0000	456.80
05/25	05/19/2025	3164	7	TDS METROCOM - ACH	7430-232-00-0000	888.95
05/25	05/19/2025	3165	4	US CELLULAR - ACH	7460-232-00-0000	1,288.38
05/25	05/19/2025	3166	10	WI DEPT OF REVENUE TAXPAYMENT-EFT	7430-232-00-0000	46,651.59
05/25	05/19/2025	3168	9	WPPI	7460-232-00-0000	761,178.61
05/25	05/28/2025	3169	2	EMPLOYEE BENEFITS CORP - ACH	7430-232-00-0000	247.68
05/25	05/28/2025	3170	421	FIRST DATA CHARGES	7460-232-00-0000	10.20
05/25	05/28/2025	3171	856	GORDON FLESCH COMPANY, INC.	7430-232-00-0000	170.34
05/25	05/28/2025	3172	451	INSIGHT FS	7460-232-00-0000	2,617.39
05/25	05/28/2025	3173	25	PAYROLL FEDERAL TAXES - EFT	7460-232-00-0000	24,204.62
05/25	05/28/2025	3174	10	WI DEPT OF REVENUE TAXPAYMENT-EFT	7430-232-00-0000	51,647.87
05/25	05/30/2025	3175	809	CINTAS CORPORATION #446	7430-232-00-0000	221.06
05/25	05/30/2025	3176	1	DELTA DENTAL	7450-232-00-0000	604.42
05/25	05/30/2025	3177	3	ALLIANT ENERGY - ACH	7450-232-00-0000	1,575.20
05/25	05/30/2025	3178	2	EMPLOYEE BENEFITS CORP - ACH	7460-232-00-0000	22.00
05/25	05/07/2025	30400	131	CITY OF STOUGHTON	7430-232-00-0000	2,080.45
05/25	05/07/2025	30401	386	HOOPER CORPORATION	7460-232-00-0000	1,477.53
05/25	05/07/2025	30402	818	LINCOLN CONTRACTOR SUPPLY INC.	7460-232-00-0000	244.00
05/25	05/07/2025	30403	207	SJE PHOMBUS	7450-232-00-0000	1,208.09
05/25	05/07/2025	30404	626	STOUGHTON BUMPER TO BUMPER	7460-232-00-0000	67.57
05/25	05/07/2025	30405	436	STOUGHTON LUMBER CO., INC.	7460-232-00-0000	59.97
05/25	05/07/2025	30406	133	WISCONSIN SCTF	7430-232-00-0000	596.20
05/25	05/08/2025	30407	1277	ANIXTER	7430-232-00-0000	270.54
05/25	05/08/2025	30408	131	CITY OF STOUGHTON	7430-232-00-0000	67,186.10
05/25	05/08/2025	30409	1431	DEANNA BRAATEN	7430-232-00-0000	671.21
05/25	05/16/2025	30410	1209	CHARTER SPECTRUM	7450-232-00-0000	3,452.25
05/25	05/16/2025	30411	959	G. FOX & SON, INC.	7460-232-00-0000	22,275.00
05/25	05/16/2025	30412	726	J & R UNDERGROUND	7430-232-00-0000	25,360.95
05/25	05/19/2025	30413	1277	ANIXTER	7430-232-00-0000	6,203.77
05/25	05/19/2025	30414	1355	AQUACHEM OF AMERICA INC.	7460-232-00-0000	4,347.00
05/25	05/19/2025	30415	865	BOARDMAN & CLARK LLP	7460-232-00-0000	7,738.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/25	05/19/2025	30416	1433	Bytec RM	7460-232-00-0000	38,912.45
05/25	05/19/2025	30417	1360	CONTINENTAL BATTERY SYSTEMS	7460-232-00-0000	95.40
05/25	05/19/2025	30418	148	FASTENAL COMPANY	7460-232-00-0000	309.06
05/25	05/19/2025	30419	332	MADISON METRO SEWERAGE DIST	7460-232-00-0000	1,150.00
05/25	05/19/2025	30420	487	MARTELLE WATER TREATMENT	7450-232-00-0000	1,217.60
05/25	05/19/2025	30421	1369	ROVE PEST CONTROL WI	7460-232-00-0000	105.00
05/25	05/19/2025	30422	937	SPEE-DEE DELIVERY SERVICE INC	7460-232-00-0000	280.00
05/25	05/19/2025	30423	436	STOUGHTON LUMBER CO., INC.	7460-232-00-0000	29.11
05/25	05/19/2025	30424	1434	STOUGHTON WINDOW CLEANING	7460-232-00-0000	1,540.20
05/25	05/19/2025	30425	571	USA BLUE BOOK	7450-232-00-0000	551.01
05/25	05/19/2025	30426	747	WISCONSIN DNR	7450-232-00-0000	125.00
05/25	05/19/2025	30427	651	WISCONSIN DNR - ENVIRONMENTAL FEES	7460-232-00-0000	6,354.21
05/25	05/22/2025	30428	131	CITY OF STOUGHTON	7430-232-00-0000	28,047.47
05/25	05/22/2025	30429	331	MONONA PLUMB. & FIRE PROT. INC	7460-232-00-0000	240.00
05/25	05/22/2025	30430	491	PUBLIC SVC. COMM. OF WI.	7450-232-00-0000	352.91
05/25	05/22/2025	30431	286	STOUGHTON AREA SCHOOL DISTRICT	7430-232-00-0000	2,358.07
05/25	05/22/2025	30432	571	USA BLUE BOOK	7450-232-00-0000	852.09
05/25	05/22/2025	30433	133	WISCONSIN SCTF	7430-232-00-0000	596.20
05/25	05/22/2025	30434	1216	XYLEM WATER SOLUTIONS U.S.A., INC.	7460-232-00-0000	7,948.00
05/25	05/23/2025	30435	226	WATERLOO UTILITIES	7450-232-00-0000	5,000.00
05/25	05/28/2025	30436	1438	1st CHOICE VAC SOLUTIONS	7430-232-00-0000	5,480.00
05/25	05/28/2025	30437	131	CITY OF STOUGHTON	7430-232-00-0000	67,178.25
05/25	05/28/2025	30438	405	ROSENBAUM CRUSHING & EXCAV.	7430-232-00-0000	1,229.37
05/25	05/28/2025	30439	186	STAFFORD ROSENBAUM LLP	7460-232-00-0000	90.00
05/25	05/28/2025	30440	37	UNITED SYSTEMS & SOFTWARE, INC.	7450-232-00-0000	18,663.02
05/25	05/28/2025	30441	1386	VISION METERING, LLC	7430-232-00-0000	4,550.00
05/25	05/28/2025	30442	105	AMERICAN WATER WORKS ASSOC	7450-232-00-0000	450.00
05/25	05/28/2025	30443	131	CITY OF STOUGHTON	7450-232-00-0000	81,401.30
05/25	05/28/2025	30444	1437	INTERSTATE ALL BATTERY CENTER	7460-232-00-0000	423.00
05/25	05/28/2025	30445	1440	KATHY PHILLIPS	7430-232-00-0000	16.81
05/25	05/28/2025	30446	571	USA BLUE BOOK	7450-232-00-0000	129.04
05/25	05/01/2025	102949	493	MSA PROFESSIONAL SERVICES, INC.	7450-232-00-0000	6,220.84
05/25	05/01/2025	102950	1335	PAUL SCHMELING	7430-232-00-0000	480.66
05/25	05/01/2025	102951	1426	STIFEL	7430-232-00-0000	72.00
05/25	05/01/2025	102952	355	STUART C IRBY CO.	7430-232-00-0000	2,252.70
05/25	05/01/2025	102953	1042	CHAD MASON	7430-232-00-0000	398.93
05/25	05/12/2025	102954	422	AMAZON CAPITAL SERVICES	7460-232-00-0000	1,226.03
05/25	05/12/2025	102955	604	CDW GOVERNMENT	7460-232-00-0000	3,178.17
05/25	05/12/2025	102956	862	EVOQUA WATER TECHNOLOGIES, LLC	7460-232-00-0000	3,980.64
05/25	05/12/2025	102957	157	FORSTER ELEC. ENG.,INC.	7430-232-00-0000	1,798.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/25	05/12/2025	102958	727	GLS UTILITY LLC	7460-232-00-0000	16,460.33
05/25	05/12/2025	102959	967	HYDRO CORP	7450-232-00-0000	841.00
05/25	05/12/2025	102960	731	NORTH SHORE BANK FSB-DEFERRED COMP.	7430-232-00-0000	450.00
05/25	05/12/2025	102961	974	NORTHERN LAKE SERVICE, INC.	7460-232-00-0000	418.71
05/25	05/12/2025	102962	928	OPEN SYSTEMS INTERNATIONAL, INC.	7430-232-00-0000	27,320.00
05/25	05/12/2025	102963	400	RESCO	7430-232-00-0000	77,125.00
05/25	05/12/2025	102964	603	SEERA-WIPFLI LLP	7430-232-00-0000	6,062.85
05/25	05/12/2025	102965	448	STRAND ASSOCIATES INC.	7450-232-00-0000	1,197.69
05/25	05/16/2025	102966	1435	ARCOS LLC	7430-232-00-0000	6,301.00
05/25	05/19/2025	102967	565	4 CONTROL, INC.	7460-232-00-0000	1,268.92
05/25	05/19/2025	102968	422	AMAZON CAPITAL SERVICES	7460-232-00-0000	742.21
05/25	05/19/2025	102969	648	BAKER TILLY VIRCHOW KRAUSE, LLP	7460-232-00-0000	10,625.00
05/25	05/19/2025	102970	373	E S R I INC.	7460-232-00-0000	606.15
05/25	05/19/2025	102971	1207	ICS MEDICAL ANSWERING SERVICE, LLC	7460-232-00-0000	270.00
05/25	05/19/2025	102972	852	INFOSEND, INC	7430-232-00-0000	3,970.86
05/25	05/19/2025	102973	59	JILL WEISS	7430-232-00-0000	822.13
05/25	05/19/2025	102974	710	NEENAH FOUNDRY CO. INFRASTRUCTURE	7460-232-00-0000	2,629.29
05/25	05/19/2025	102975	1095	OLSEN SAFETY EQUIPMENT CORP	7460-232-00-0000	150.02
05/25	05/19/2025	102976	928	OPEN SYSTEMS INTERNATIONAL, INC.	7430-232-00-0000	21,856.00
05/25	05/19/2025	102977	41	POWER SYSTEM ENGINEERING, INC.	7430-232-00-0000	2,090.00
05/25	05/19/2025	102978	942	WINCAN LLC	7460-232-00-0000	3,868.00
05/25	05/22/2025	102979	499	LV LABS WW, LLC	7460-232-00-0000	1,283.00
05/25	05/22/2025	102980	731	NORTH SHORE BANK FSB-DEFERRED COMP.	7430-232-00-0000	450.00
Grand Totals:						1,559,631.12

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
7430-107-00-0000	2,968.57	.00	2,968.57
7430-143-00-0000	955.36	.00	955.36
7430-143-00-0001	121.09	5.59-	115.50
7430-154-40-0000	85,581.47	.00	85,581.47
7430-232-00-0000	1,051.03	1,370,601.60-	1,369,550.57-
7430-232-00-1099	688.02	.00	688.02
7430-233-00-1099	68,601.88	.00	68,601.88
7430-241-00-2400	20,415.85	.00	20,415.85

GL Account	Debit	Credit	Proof
7430-241-00-2401	8,139.54	.00	8,139.54
7430-241-00-2402	22,670.91	.00	22,670.91
7430-241-00-2403	47,972.52	.00	47,972.52
7430-241-00-2404	20,740.93	.00	20,740.93
7430-242-00-2410	5,026.96	.00	5,026.96
7430-242-00-2411	172.77	.00	172.77
7430-242-00-2413	737.43	.00	737.43
7430-242-00-2416	1,192.40	.00	1,192.40
7430-242-00-2417	247.68	.00	247.68
7430-242-00-2419	111,761.15	.00	111,761.15
7430-242-00-2421	557.62	.00	557.62
7430-252-00-0000	2,358.07	.00	2,358.07
7430-253-00-1120	6,062.85	.00	6,062.85
7430-253-00-1121	3,300.00	.00	3,300.00
7430-366-00-3301	8,876.33	.00	8,876.33
7430-367-00-3301	16,484.62	.00	16,484.62
7430-370-00-3300	4,550.00	.00	4,550.00
7430-387-00-0000	49,176.00	.00	49,176.00
7430-388-00-0000	1,195.77	.00	1,195.77
7430-395-00-0000	2,500.00	.00	2,500.00
7430-408-13-2402	42,547.19	.00	42,547.19
7430-442-70-0003	.00	685.65-	685.65-
7430-456-00-3300	.00	359.79-	359.79-
7430-555-00-0000	754,216.40	.00	754,216.40
7430-584-00-0000	8,103.20	.00	8,103.20
7430-586-00-0000	164.12	.00	164.12
7430-592-00-0000	1,190.59	.00	1,190.59
7430-593-00-0000	75.02	.00	75.02
7430-593-20-0000	37.99	.00	37.99
7430-594-00-0000	5,538.94	.00	5,538.94
7430-903-00-0000	13,965.45	.00	13,965.45
7430-921-00-0000	10,748.36	.00	10,748.36
7430-923-00-0000	13,110.91	.00	13,110.91
7430-925-00-0000	21,630.00	.00	21,630.00
7430-926-00-0000	884.76	.00	884.76
7430-926-00-9261	566.51	.00	566.51
7430-926-00-9267	648.68	.00	648.68
7430-930-00-0000	398.93	.00	398.93
7430-932-00-0000	1,978.37	.00	1,978.37
7430-933-00-0000	1,460.54	.00	1,460.54

GL Account	Debit	Credit	Proof
7430-934-00-0000	279.85	.00	279.85
7450-107-00-0000	8,235.65	.00	8,235.65
7450-232-00-0000	85.00	65,502.38-	65,417.38-
7450-233-00-0000	1,409.16	.00	1,409.16
7450-241-00-2402	2,466.99	.00	2,466.99
7450-241-00-2404	2,258.35	.00	2,258.35
7450-346-00-0000	18,663.02	.00	18,663.02
7450-388-00-0000	434.83	.00	434.83
7450-395-00-0000	2,500.00	.00	2,500.00
7450-614-00-0000	.00	85.00-	85.00-
7450-624-00-0000	80.27	.00	80.27
7450-631-00-0000	36.34	.00	36.34
7450-633-00-0000	1,380.55	.00	1,380.55
7450-641-00-0000	1,291.74	.00	1,291.74
7450-652-00-0000	777.95	.00	777.95
7450-663-00-0000	69.41	.00	69.41
7450-664-00-0000	841.00	.00	841.00
7450-673-00-0000	4,627.83	.00	4,627.83
7450-677-00-0000	129.04	.00	129.04
7450-903-00-0000	2,885.55	.00	2,885.55
7450-921-00-0000	1,495.56	.00	1,495.56
7450-923-00-0000	9,988.11	.00	9,988.11
7450-925-00-0000	3,616.31	.00	3,616.31
7450-926-00-0000	31.04	.00	31.04
7450-926-00-9261	204.54	.00	204.54
7450-926-00-9267	235.88	.00	235.88
7450-928-00-0000	477.91	.00	477.91
7450-930-00-0000	450.00	.00	450.00
7450-932-00-0000	384.24	.00	384.24
7450-933-00-0000	531.11	.00	531.11
7460-107-00-0000	2,137.50	.00	2,137.50
7460-232-00-0000	85.00	124,748.17-	124,663.17-
7460-241-00-2402	3,280.26	.00	3,280.26
7460-241-00-2404	3,001.68	.00	3,001.68
7460-313-00-0000	17,325.00	.00	17,325.00
7460-331-00-0000	4,950.00	.00	4,950.00
7460-336-00-0000	7,948.00	.00	7,948.00
7460-388-00-0000	543.53	.00	543.53
7460-821-00-0000	468.70	.00	468.70
7460-825-00-0000	38,912.45	.00	38,912.45

GL Account	Debit	Credit	Proof
7460-827-00-0000	160.12	.00	160.12
7460-828-00-0000	663.88	.00	663.88
7460-831-00-0000	3,172.98	.00	3,172.98
7460-832-00-0000	866.86	85.00-	781.86
7460-833-00-0000	10,237.05	.00	10,237.05
7460-834-00-0000	2,542.66	.00	2,542.66
7460-840-00-0000	3,929.70	.00	3,929.70
7460-850-00-0000	14.38	.00	14.38
7460-851-00-0000	5,473.12	.00	5,473.12
7460-852-00-0000	1,309.25	.00	1,309.25
7460-854-00-0000	4,316.49	.00	4,316.49
7460-854-00-9267	294.86	.00	294.86
7460-855-00-0000	6,354.21	.00	6,354.21
7460-923-00-0000	6,845.49	.00	6,845.49
Grand Totals:	<u>1,562,073.18</u>	<u>1,562,073.18-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Account	Debit	Credit	Proof
------------	-------	--------	-------

Report Criteria:

Report type: Summary

Check.Type = {<->} "Adjustment"

Stoughton Utilities

Financial Summary

April 2025 Year-to-date

Overall Summary:

April 2025 year-to-date operating income was \$528,425, down \$96,389 from 2024. Electric and water saw year-to-date decreases of \$71,050 and \$25,778 respectively. Wastewater saw an increase of \$439.00 from the same time last year. Year-to-date net income was down \$289,384 from the prior year.

Electric Summary:

April 2025 year-to-date operating revenues were up \$350,465 from the same time last year. Kilowatt-hour sales were down 0.7% from April 2024 year-to-date, and down 6.7% from March 2025 year-to-date.

Purchase power costs increased by \$285,056, or 9.2%, from the same time last year. Non-power operating expenses were up \$136,459 from the same time last year.

Compared to 2025 budgeted expectations, revenues were down \$596,131 and expenses were down \$628,170. Year to date purchase power costs are under budget by \$564,968, which is the driver behind lower expenses overall. This puts our net income at \$226,257 over budgeted figures year to date.

The April 2025 rate of return was 1.60%, compared to 2.15% year-to-date 2024. Unrestricted cash balances are \$6.7 million (5.4 months of sales).

Water Summary:

April 2025 year-to-date operating revenues were up \$14,921, or 1.8%, from 2024. Total gallons sold were down 1.0% from April 2024 year-to-date, and up 4.3% from March 2025.

Operating expenses were up \$40,699, or 6.7%, compared to the same time last year. Of note, our loan closing required us to expense \$85,015 for the debt premium. This is contributing to the increase since last year.

Compared to the 2025 budget expectations, revenues and expenses are under budget by \$192,777 and \$128,071, respectively. This puts our net income below expectations by \$140,518.

The April 2025 rate of return was 1.66%, compared to 1.93% for year-to-date 2024. In April, we received loan funds, which increased our unrestricted cash balances to \$2,376,423 (11.4 months of sales).

Wastewater Summary:

April 2025 year-to-date operating revenues were up \$74,207, or 9.6%, from the same time in 2024. Total gallons sold were up 2.0% from April 2024 year-to-date, and down 1.9% from March 2025.

Operating expenses were up \$73,768 from 2024. This is due to an expense of \$107,224 for the debt premium related to our loan.

Compared to our 2025 budget, revenues are up \$19,745 and expenses are up \$12,526. This places our net income \$89,022 under budget.

In April we received our loan funds, which increased our unrestricted cash balances to \$2,568,544 (12.4 months of sales).

Submitted by:
Shannon Statz

STOUGHTON UTILITIES

Balance Sheets
As of April 30, 2025

	<u>Electric</u>	<u>Water</u>	<u>Wastewater</u>	<u>Combined</u>
Assets				
Cash & Investments	\$ 8,240,664	\$ 3,337,671	\$ 4,408,353	\$ 15,986,687
Customer A/R	1,367,206	261,883	259,027	1,888,116
Other A/R	199,042	7,130	1,944	208,116
Other Assets	1,581,768	61,984	-	1,643,752
Plant in Service	36,039,727	19,408,545	35,401,918	90,850,190
Accumulated Depreciation	(19,608,527)	(7,154,911)	(16,131,339)	(42,894,777)
Plant in Service - CIAC	7,747,979	11,183,059	-	18,931,038
Accumulated Depreciation-CIAC	(2,814,847)	(3,090,027)	-	(5,904,874)
Construction Work in Progress	146,084	1,445,945	1,385,077	2,977,106
GASB 68 Deferred Outflow	1,732,586	690,262	715,085	3,137,933
Total Assets	\$ 34,631,682	\$ 26,151,541	\$ 26,040,065	\$ 86,823,287
Liabilities + Net Assets				
Accounts Payable	\$ 876,622	\$ 79,042	\$ 102,699	\$ 1,058,362
Payable to City of Stoughton	318,998	164,929	62,145	546,072
Interest Accrued	(11,262)	1,043	2,600	(7,619)
Other Liabilities	1,054,670	109,858	93,021	1,257,549
Long-Term Debt	1,511,354	4,562,799	4,018,646	10,092,799
Net Assets	29,344,642	20,612,541	21,117,952	71,075,135
GASB 68 Deferred Inflow	1,536,658	621,329	643,002	2,800,989
Total Liabilities + Net Assets	\$ 34,631,682	\$ 26,151,541	\$ 26,040,065	\$ 86,823,287

STOUGHTON UTILITIES

Year-to-Date Combined Income Statement

April 30, 2025

	Electric	Water	Wastewater	Total
<i>Operating Revenue:</i>				
Sales	\$ 4,932,969	\$ 837,274	\$ 830,355	\$ 6,600,598
Other	89,395	29,793	13,703	132,891
Total Operating Revenue:	\$ 5,022,364	\$ 867,067	\$ 844,058	\$ 6,733,489
<i>Operating Expense:</i>				
Purchased Power	3,397,228	-	-	3,397,228
Expenses (Including Taxes)	826,308	394,672	482,996	1,703,976
PILOT	125,500	122,840	-	248,340
Depreciation	402,520	133,056	319,944	855,520
Total Operating Expense:	\$ 4,751,556	\$ 650,568	\$ 802,940	\$ 6,205,064
Operating Income	\$ 270,808	\$ 216,499	\$ 41,118	\$ 528,425
Non-Operating Income	97,833	17,056	19,803	134,692
Non-Operating Expense	(11,435)	(112,455)	(127,580)	(251,470)
Net Income	\$ 357,206	\$ 121,100	\$ (66,659)	\$ 411,647

STOUGHTON UTILITIES

Year-to-Date Combined Income Statement

April 30, 2024

	Electric	Water	Wastewater	Total
<i>Operating Revenue:</i>				
Sales	\$ 4,578,310	\$ 823,707	\$ 756,723	\$ 6,158,740
Other	93,589	28,439	13,128	135,156
Total Operating Revenue:	\$ 4,671,899	\$ 852,146	\$ 769,851	\$ 6,293,896
<i>Operating Expense:</i>				
Purchased Power	3,112,172	-	-	3,112,172
Expenses (Including Taxes)	707,117	335,065	419,188	1,461,370
PILOT	158,332	150,000	-	308,332
Depreciation	352,420	124,804	309,984	787,208
Total Operating Expense:	\$ 4,330,041	\$ 609,869	\$ 729,172	\$ 5,669,082
Operating Income	\$ 341,858	\$ 242,277	\$ 40,679	\$ 624,814
Non-Operating Income	105,281	23,033	25,034	153,348
Non-Operating Expense	(22,131)	(31,668)	(23,332)	(77,131)
Net Income	\$ 425,008	\$ 233,642	\$ 42,381	\$ 701,031

STOUGHTON UTILITIES
Year-To-Date Actual V. Budget
April 30, 2025

	Electric			Water			Wastewater			Total Variance
	Actual	Budgeted	Difference	Actual	Budgeted	Difference	Actual	Budgeted	Difference	
<i>Operating Revenue:</i>										
Sales	\$ 4,932,969	\$ 5,560,162	\$ (627,193)	\$ 837,274	\$ 1,039,603	\$ (202,329)	\$ 830,355	\$ 813,632	\$ 16,723	\$ (812,799)
Other	89,395	58,333	31,062	29,793	20,241	9,552	13,703	10,681	3,022	43,636
Total Operating Revenue:	\$ 5,022,364	\$ 5,618,495	\$ (596,131)	\$ 867,067	\$ 1,059,844	\$ (192,777)	\$ 844,058	\$ 824,313	\$ 19,745	\$ (769,163)
<i>Operating Expense:</i>										
Purchased Power	3,397,228	3,962,196	(564,968)	-	-	-	-	-	-	(564,968)
Expenses (Including Taxes)	826,308	884,853	(58,545)	394,672	486,631	(91,959)	482,996	497,095	(14,099)	(164,603)
PILOT	125,500	138,812	(13,312)	122,840	137,877	(15,037)	-	-	-	(28,349)
Depreciation	402,520	393,865	8,655	133,056	154,131	(21,075)	319,944	293,319	26,625	14,205
Total Operating Expense:	\$ 4,751,556	\$ 5,379,726	\$ (628,170)	\$ 650,568	\$ 778,639	\$ (128,071)	\$ 802,940	\$ 790,414	\$ 12,526	\$ (743,715)
Operating Income	\$ 270,808	\$ 238,769	\$ 32,039	\$ 216,499	\$ 281,205	\$ (64,706)	\$ 41,118	\$ 33,899	\$ 7,219	\$ (25,448)
Non-Operating Income	97,833	62,841	34,992	17,056	19,601	(2,545)	19,803	20,000	(197)	32,250
Non-Operating Expense	(11,435)	(170,661)	159,226	(112,455)	(39,188)	(73,267)	(127,580)	(31,536)	(96,044)	(10,085)
Net Income	\$ 357,206	\$ 130,949	\$ 226,257	\$ 121,100	\$ 261,618	\$ (140,518)	\$ (66,659)	\$ 22,363	\$ (89,022)	\$ (3,283)

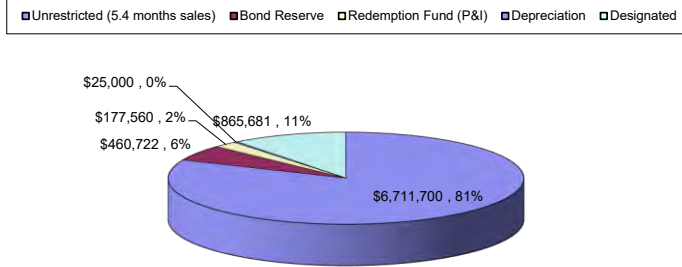
STOUGHTON UTILITIES
Cash and Investments Summary
As of April 30, 2025

Electric

Apr-25

Unrestricted (5.4 months sales)	\$	6,711,700
Bond Reserve	\$	460,722
Redemption Fund (P&I)	\$	177,560
Depreciation	\$	25,000
Designated	\$	865,681
Total	\$	<u>8,240,663</u>

Electric Cash - April 2025

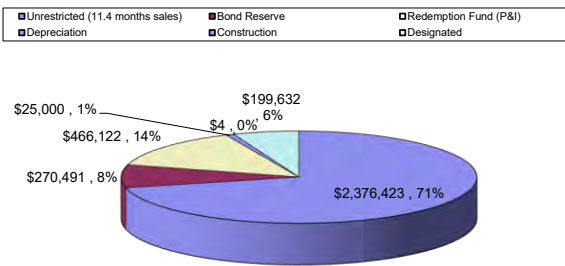


Water

Apr-25

Unrestricted (11.4 months sales)	\$	2,376,423
Bond Reserve	\$	270,491
Redemption Fund (P&I)	\$	466,122
Depreciation	\$	25,000
Construction	\$	4
Designated	\$	199,632
Total	\$	<u>3,337,672</u>

Water Cash - April 2025

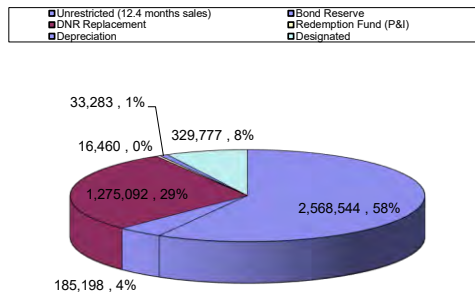


Wastewater

Apr-25

Unrestricted (12.4 months sales)		2,568,544
Bond Reserve		185,198
DNR Replacement		1,275,092
Redemption Fund (P&I)		16,460
Depreciation		33,283
Designated		329,777
Total		<u>4,408,354</u>

Wastewater Cash - April 2025



STOUGHTON UTILITIES

Rate of Return

Year-to-Date April 30, 2025

	Electric	Water
Operating Income (Regulatory)	\$ 270,808	\$ 216,499
Average Utility Plant in Service	35,455,680	19,947,143
Average Accumulated Depreciation	(19,441,754)	(6,987,174)
Average Materials and Supplies	951,492	62,566
Average Regulatory Liability	11,080	17,114
Average Customer Advances	(89,122)	-
Average Net Rate Base	\$ 16,887,376	\$ 13,039,649
April 2025 Rate of Return	1.60%	1.66%
December 2024 Rate of Return	4.06%	4.70%
April 2024 Rate of Return	2.15%	1.93%
Authorized Rate of Return	6.20%	4.90%

STOUGHTON UTILITIES INVESTMENTS
As of April 2025

	Electric	Water	Wastewater	Total
Stifel	\$ 95,403.09	\$ (0.00)	\$ (0.00)	\$ 95,403.08
PMA	\$ 887,274.81	\$ -	\$ 301,699.88	\$ 1,188,974.69
UBS	\$ -	\$ 200,000.00	\$ 200,000.00	\$ 400,000.00
First Business Bank CD's	\$ 611,986.74	\$ 220,143.00	\$ -	\$ 832,129.74
Investors Community CD's	\$ 249,000.00	\$ -	\$ -	\$ 249,000.00
	\$ 1,843,664.64	\$ 420,143.00	\$ 501,699.88	\$ 2,765,507.51

STOUGHTON UTILITIES

2025 Statistical Worksheet

Electric	Total Sales 2024 kWh	Total Purchased 2024 kWh	Peak Demand 2024 KW	Total Sales 2025 kWh	Total Purchased 2025 kWh	Peak Demand 2025 KW
January	12,408,775	13,261,769	24,125	12,923,300	13,699,840	24,920
February	10,855,576	11,258,813	19,944	11,521,161	12,056,337	24,085
March	10,795,415	11,205,958	19,624	10,843,531	11,240,240	20,188
April	10,184,570	10,544,925	19,665	10,110,543	10,501,995	19,212
May	10,726,122	11,108,376	22,331	10,311,604	10,655,807	25,640
June			-	-	-	-
July			-	-	-	-
August			-	-	-	-
September			-	-	-	-
October			-	-	-	-
November			-	-	-	-
December			-	-	-	-
TOTAL	54,970,458	57,379,841	24,125	55,710,139	58,154,219	25,640

Water	Total Sales 2024 Gallons	Total Pumped 2024 Gallons	Max Daily High 2024	Total Sales 2025 Gallons	Total Pumped 2025 Gallons	Max Daily Highs 2025
January	30,973,000	34,874,000	1,243,000	31,791,990	37,391,000	1,418,000
February	30,511,000	33,106,000	1,236,000	25,671,000	34,028,000	1,318,000
March	32,151,000	35,412,000	1,675,000	30,512,000	35,227,000	1,344,000
April	32,181,000	34,328,000	1,262,000	31,852,000	35,686,000	1,510,000
May	34,541,000	39,559,000	1,677,000	36,601,000	44,412,000	1,910,000
June			-	-	-	-
July			-	-	-	-
August			-	-	-	-
September			-	-	-	-
October			-	-	-	-
November			-	-	-	-
December			-	-	-	-
TOTAL	160,357,000	177,279,000	1,677,000	156,427,990	186,744,000	1,910,000

Wastewater	Total Sales 2024 Gallons	Total Treated 2024 Gallons	Precipitation 2024	Total Sales 2025 Gallons	Total Treated 2025 Gallons	Precipitation 2025
January	23,667,000	32,743,000	2.17"	25,758,993	33,437,000	0.09"
February	23,334,000	31,698,000	0.95"	23,749,003	29,819,000	0.82"
March	24,395,000	35,498,000	5.40"	25,424,003	33,936,000	2.79"
April	24,428,000	39,962,000	6.19"	24,940,003	33,838,000	2.09"
May	26,031,000	38,936,000	5.04"	29,391,003	33,063,000	2.92"
June				-	-	-
July				-	-	-
August				-	-	-
September				-	-	-
October				-	-	-
November				-	-	-
December				-	-	-
TOTAL	121,855,000	178,837,000	-	129,263,005	164,093,000	-



Stoughton Utilities

Activities Report

May 2025

Statistics

Electric Service Reliability

99.9974%

Electricity purchased

10,655,807 kWh

Peak Demand

25.640 MW

5/15/2025 6:00 PM

Wastewater Treatment Plant

Monthly Flow

35.232

million gallons

Water Pumped into
Distribution System

44.412

million gallons

Bills Processed

10,182

totaling \$1.66M

Payments Processed

9,466

totaling \$1.68M

Accomplishments & Activities

Past due notices were mailed to 580 accounts with delinquent balances totaling \$154,000 averaging \$266 per customer. 17 electric service disconnections were completed for balances totaling \$4,110 averaging \$241 per disconnected customer.

The Water Division started annual hydrant flushing, and continued valve exercising.

Tower 2 was drained, inspected, and underwent interior sandblasting and painting. It is now back in service.

The Finance Division wrapped up the 2024 audit with the completion of the Management Discussion & Analysis letter to be included in the audit report, and began discussions for our 2026 budget.

Our water rate case hearing with the Public Service Commission took place in May, and has been approved. The new water rates will be effective on July 1, 2025.

Utilities Director Jill Weiss attended Stoughton High Schools Scholarship Banquet to present the 2025 Public Power Scholarship sponsored by Stoughton Utilities. This years recipient was Hayden A., who will be attending Southwest Wisconsin Technical College in the fall to study electric power distribution.

Project Updates

Outage Management System - Work continues on our Outage Management System (OMS), which will increase our ability to communicate outage information with customers and track system disruptions. The vendor is scheduled to be on-site again in June for system implementation. Internal work will then begin to configure the system as needed.



Pictured: Journeyman Lineworker Andy R. accepts an Excellence in Linework Award at the MEUW Annual Conference.

Staff Updates

Journeyman Lineworker Andy Ruder celebrated 10 years at Stoughton Utilities. He was also the recipient of the Excellence in Linework award at the MEUW 95th Annual Conference. Congratulations Andy!

Finance Manager Shannon Statz attended a seminar held by Wisconsin Rural Water Association that discussed debt compliance, rate studies, and expense classification.

Collection System Maintenance

2025 Goal Progress

Goal: Inspect 380 manholes



Goal: Televising 30,000 feet of sewers



Goal: Clean 99,000 feet of sewers



Trouble Calls

The electric division responded to 13 trouble calls, including 6 outages caused by trees, and 4 outages caused by wildlife.

The water and wastewater divisions also responded to numerous trouble calls, including 3 water main breaks and a service leak.

Looking Ahead

Developments - Our work on phase 2 of the Magnolia Springs development will likely begin in July and wrap up in August. Phase 1 of the Stoughton Trailers development should be wrapping up at the end of June.

2026 Budget Preparation - The Finance Division will be working to complete the 2026 budget, with the final budget anticipated to be presented to the Utilities Committee at their October meeting.



Pictured: SU staff preparing for the 2025 Syttende Mai Parade.



Pictured: Water main break that occurred on Johnson & Harding Street.



Pictured: Utilities Director Jill Weiss accepts the MEUW Safety Award for Stoughton Utilities' safety performance in 2024.

Annual Hydrant Flushing

Water operators began our annual hydrant and water main flushing program in May. The purpose of hydrant flushing is to remove sediment and mineral deposits that settle on the bottom of the water mains. Stoughton Utilities flushes our 78 miles of water mains at least once per year, which allows us to not only remove any sediment that has accumulated in the mains, but to also verify the proper operation of hydrants and valves and maintain firefighting capabilities.



Pictured: Water Operator Dustin K. flushing hydrants as part of our annual hydrant flushing effort.



Stoughton Utilities

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

Serving Electric, Water & Wastewater Since 1886

Date: June 13, 2025
To: Stoughton Utilities Committee
From: Jill M. Weiss, P.E.
Stoughton Utilities Director
Subject: Stoughton Utilities Communications

May 21, 2025 Stoughton Utilities press release regarding MEUW's recognition of Stoughton Utilities for its outstanding safety record, and receipt of its Safety Achievement Award for safety performance in 2024.

May 21, 2025 Stoughton Utilities press release regarding Journeyman Lineworker Andrew Ruder receiving the Excellence in Linework Award at the MEUW Annual Conference on May 15, 2025.

May 28, 2025 Stoughton Utilities press releases regarding the recent Public Power Scholarship, presented at the Stoughton High School Scholarship Banquet to a graduating senior.

June 8, 2025 Stoughton Utilities June billing insert providing information on summer energy costs and savings, as well as billing programs that can help manage costs.

June 8, 2025 Stoughton Utilities June billing insert providing information on Focus on Energy's free energy savings packs available for Stoughton Utilities customers.



Stoughton Utilities

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

Serving Electric, Water & Wastewater Since 1886

News Release

Stoughton Utilities

FOR IMMEDIATE RELEASE

May 21, 2025

Contact: Jill Weiss, P.E., Stoughton Utilities Director

STOUGHTON UTILITIES RECOGNIZED FOR OUTSTANDING SAFETY RECORD

Municipal Electric Utilities of Wisconsin (MEUW) recognized 44 of its public power members, including Stoughton Utilities for their commitment to worker safety.

Wisconsin lineworkers and electric crews risk receiving serious or fatal injuries while providing affordable and reliable power. Public power communities across the state emphasize the importance of safety training and daily safe work practices.

MEUW recognizes and rewards safe operations through its annual Safety Achievement Awards. Utilities are placed into categories based on the total number of hours worked, receiving recognition based on the most incident-free records. The incidence rate used to evaluate utilities is based on the number of work-related recordable injuries or illnesses, compared to the total number of worker-hours during 2024, as defined by the Occupational Safety and Health Administration (OSHA). Stoughton Utilities received Silver for its safety performance in 2024.

“Work in the electric utility industry requires a constant focus on safety,” said Tim Heinrich, MEUW President and CEO. “Our association is proud to recognize that on-the-job focus — following safety rules, using safe work practices, and watching out for one another.”

“As importantly, we recognize the commitment of management and the local utility governing board to developing an environment and a culture that supports and values safe operations,” he added. “Providing employees with the equipment they need to do the job safely, as well as training to maintain or improve their skills, is vitally important to achieving a strong safety record. We applaud our member communities for their dedication to safety excellence.”

Wisconsin’s 81 public power utilities are locally owned, locally controlled and locally operated, enabling them to quickly respond to the needs of their communities. They are also among some of the most affordable and reliable power providers in the state.



Pictured: Stoughton Utilities Director Jill Weiss (right) accepts a Safety achievement Award from MEUW representative.

###

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



Stoughton Utilities

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

Serving Electric, Water & Wastewater Since 1886

News Release

Stoughton Utilities

FOR IMMEDIATE RELEASE

May 21, 2025

Contact: Jill Weiss, P.E., Stoughton Utilities Director

Stoughton Utilities Employee Honored for Exemplary Service

Andy Ruder was among the individuals recognized by Municipal Electric Utilities of Wisconsin (MEUW) at the association's 95th Annual Conference in La Crosse on May 15. Ruder was honored with the Excellence in Line Work Award, recognizing individuals who support the efforts of municipal utilities across the state.

"An association is nothing without the people who make it special," said MEUW President and CEO Tim Heinrich. "The individuals who are recognized by MEUW embody the mission to unify and strengthen community-owned utilities in Wisconsin. Honoring the folks who demonstrate a commitment to public power is important to our continued success."

MEUW's Excellence in Line Work Award is given to individuals for consistently demonstrating dedication to their profession as a lineworker in service to MEUW member utilities. It recognizes municipal utility employees who are committed to the trade and possess exceptional technical proficiency.

Ruder currently serves as Journeyman Lineworker at Stoughton Utilities, where he has been employed for 10 years. His commendable character, optimistic attitude and approachable demeanor contribute to a supportive team environment, promoting a culture of safety and a strong commitment to both individual careers and the team's overall success.

He regularly volunteers for activities outside of the normal workday to help support the team and community. He was also among the lineworkers who traveled to Florida in 2024 following Hurricane Milton to provide mutual aid to the Lakeland, Florida area.



Pictured: Stoughton Utilities Journeyman Lineworker Andy Ruder (right) accepts an award for Excellence in Lineworker at the MEUW 95th Annual Conference.

###

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



Stoughton Utilities

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

Serving Electric, Water & Wastewater Since 1886

News Release

Stoughton Utilities

FOR IMMEDIATE RELEASE

May 28, 2025

Contact: Jill Weiss, Utilities Director

Stoughton Utilities Awards Public Power Scholarship

Stoughton Utilities recently awarded a \$2,000 scholarship to Stoughton Class of 2025 graduate Hayden Abing. Mr. Abing will be attending Southwest Wisconsin Technical College in the fall to study electric power distribution.

“The scholarship program is a way for our locally owned, not-for-profit utility to invest back into the community,” says Stoughton Utilities Director Jill Weiss. “We are very pleased to be able to reward the accomplishments of Stoughton’s youth, and provide them with support as they pursue further educational opportunities.”

Stoughton Utilities congratulates Mr. Luebke and the entire Stoughton High School graduating class of 2025.

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

Managing your Summer Utility Bills

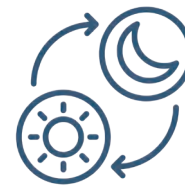
Overall customer demand for electricity is at its highest in the summer months, largely due to increased air conditioner use. Higher demand means that wholesale costs go up. Your summer habits can also increase your water usage, so it's important to practice responsible resource use - especially when watering lawns and gardens. The tips below can help you save energy, water, and money!



Run your dishwasher only when it is fully loaded. **Turn off the dry cycle** and let dishes air dry instead.



Get a **professional air conditioner tune-up**. A well-working air conditioner can save 5-15% on cooling costs.



Consider switching to our **Nights & Weekends Smart Plan** and pay a lower rate when you shift your energy use to nights and weekends.



Avoid watering lawns and gardens in the middle of the day to give water a chance to soak into the soil before evaporating. **Morning or evening watering is best!**



Install a **smart programmable thermostat**. Control your home's heating and cooling system more efficiently, saving up to 8% on energy costs each year.



Collecting rainwater in barrels for watering lawns and gardens instead of using tap water can help preserve this vital resource - and save you money!

Budget Payment Plan

Avoid unpredictable utility bills and make balancing your budget a little easier. Pay the same amount each month based on the average of your actual bill charges during the previous 12 months. Your utility bill will continue to show how much energy you used. Enroll in autopay at the same time so you never have to remember to mail a check! Log in to *MyAccount* or contact us to sign up!



stoughtonutilities.com • (608) 873-3379

At Stoughton Utilities, we join forces with other not-for-profit utilities through WPPI Energy to share resources and lower costs.

SHARED STRENGTH THROUGH @WPPI ENERGY

FOCUS ON

FREE ENERGY SAVINGS



You heard right, energy-saving packs from FOCUS ON ENERGY® are **free**, seriously free. Packs are shipped directly to you and include a variety of products designed to help you focus on reducing energy waste. Choose from packs that include energy-efficient LEDs, showerheads, and more!

Ready to save for free?

Order your free pack now at focusenergymarketplace.com/free or give Focus on Energy a call at **800.762.7077**. Before ordering your pack, please have your electric and gas (if applicable) utility account numbers handy. *Limit of one pack per eligible household per year. Pack contents may vary.*



FOCUS ON BATHS



FOCUS ON SHOWERS



FOCUS ON COMFORT



Already ordered your free pack this year? Visit focusenergymarketplace.com to find discounts on more energy-saving products.



FOCUS ON HOME ENERGY SAVINGS



When you turn your focus on energy efficiency, you can focus on doing more. Whatever the motivation may be, you're making a conscious effort to reduce your home energy use and save money not only for yourself, but for Wisconsin, too.

With all the different ways to take action, it can be challenging to decide which solutions are best for you. We make it easy for you to find the right opportunities to make a real difference.

Focus on FREE energy-saving products.

Get a pack with LED bulbs, efficient water fixtures and more sent right to your door—all for free!
focusenergymarketplace.com/free

Get even more savings!

Your household may be eligible for other programs including instant discounts, IRA Home Energy Rebates, Weatherization Assistance Programs, utility rebates, and tax credits. Plus, if qualified, you can combine rebates for even more savings!
focusenergy.com/get-started

Stay comfortable and save on heating and cooling upgrades.

Get instant discounts and rebates on new heating and cooling equipment like furnaces, smart thermostats, and more.
focusenergy.com/heatingandcooling

Find instant discounts on energy-efficient products online.

Focus on Energy's online marketplace offers a variety of energy-efficient retail products at discounted prices. focusenergymarketplace.com

Learn how to save at home in a matter of minutes.

Focus on Energy's online home energy assessment can help you make smart energy decisions for your home. Plus, find rebates to help save money with your upgrades. focusenergy.myenergyxpert.com

Renewable energy.

Work with Focus on Energy to get the technical support and financial rebates you need to make the transition to renewable energy.
focusenergy.com/renewable

Seal your home and save energy.

Air sealing and insulation upgrades will help protect your home against lost heating or cooling and air quality issues year-round, while also improving your comfort. focusenergy.com/wholehome

Measure twice, cut once (and save forever).

Focus on Energy will put you in touch with builders and consultants providing third-party certification for homes that meet the highest efficiency standards.
focusenergy.com/new-home

focusenergy.com/focusonsavings

REDUCING ENERGY WASTE ACROSS WISCONSIN

Focus on Energy, Wisconsin utilities' statewide program for energy efficiency and renewable energy, helps eligible residents and businesses save energy and money while protecting the environment. Focus on Energy information, resources, and financial incentives help to implement energy efficiency and renewable energy projects that otherwise would not be completed. ©2025 Wisconsin Focus on Energy





Stoughton Utilities

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

Serving Electric, Water & Wastewater Since 1886

Date: June 13, 2025
To: Stoughton Utilities Committee
From: Jill M. Weiss, P.E.
Stoughton Utilities Director
Subject: Status of 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 May 27, 2025 meeting:

Presentation:

1. Stoughton Utilities Facilities – Current System Capacities

Consent Agenda:

1. Minutes of the March 17, 2025 Regular Utilities Committee Meeting
2. Minutes of the April 21, 2025 Regular Utilities Committee Meeting
3. Stoughton Utilities Payments Due List Reports
4. Stoughton Utilities Investment Summary
5. Stoughton Utilities Financial Reports
6. Stoughton Utilities Statistical Reports
7. Stoughton Utilities Activities Reports

Business Agenda:

1. Release of Easement Rights to a Platted Utility Easement on Lots 32-43, 77-88, and 97-104 of Magnolia Springs
2. Wastewater 2024 Compliance Maintenance Annual Report (CMAR)

The following items from prior Stoughton Utilities Committee Meeting(s) were presented to and/or acted upon by the Stoughton Common Council at their June 10, 2025 meeting:

Business Agenda:

1. Stoughton Utilities 2024 Audit Reports and Management Letter



Stoughton Utilities

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

Serving Electric, Water & Wastewater Since 1886

Date: June 13, 2025

To: Stoughton Utilities Committee

From: Shannon M. Statz
Stoughton Utilities Finance Manager

Jill M. Weiss, P.E.
Stoughton Utilities Director

Subject: Update: PSCW Water Rate Application

Staff will provide a final update on the water rate case previously under review by the Public Service Commission of Wisconsin (PSCW). The PSCW recently approved the new water rates as presented prior to the public hearing, and the new rates will go into effect on July 1, 2025.



Stoughton Utilities

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

Serving Electric, Water & Wastewater Since 1886

Date: June 13, 2025
To: Stoughton Utilities Committee
From: Jill M. Weiss, P.E.
Stoughton Utilities Director
Subject: Stoughton Utilities Director Position Update

On June 4, 2025, Stoughton Utilities Director Jill M. Weiss announced her resignation from Stoughton Utilities to serve as General Manager of Sun Prairie Utilities.



Stoughton Utilities

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

Serving Electric, Water & Wastewater Since 1886

Date: June 13, 2025

To: Stoughton Utilities Committee

From: Jill M. Weiss, P.E.
Stoughton Utilities Director

Shannon M. Statz
Stoughton Utilities Finance Manager

Subject: Amendment to the Stoughton Utilities 2025 Operating Budget to Fund Primary Clarifier Repairs and Possible Purchase of Land

At its September 30, 2024 meeting, the Stoughton Utilities Committee approved the Stoughton Utilities Five-Year (2025-2029) Capital Improvement Plan (CIP), followed by approval of the Stoughton Utilities 2025 Operating Budget on October 17, 2024. Stoughton Common Council approval of both occurred on November 12, 2024.

Since the 2025 budget was approved, one of the primary clarifiers at the wastewater treatment plant has become inoperable. The primary clarifier is the first step in the treatment of influent wastewater. Its purpose is to separate the heavy solids and grease from wastewater. Estimates to repair the unit are \$140,000. These dollars were not budgeted for and will be over and above the \$972,650 approved CIP.

In addition to the repairs needed for the primary clarifier, staff would like approval to move forward with negotiations to purchase land that is adjacent to the wastewater treatment plant, should it prove to be buildable. The land is currently considered marsh, so staff is discussing the potential for building with the Wisconsin Department of Natural Resources (DNR). If the DNR provides firm direction that the land could not be used for expansion, staff would not pursue the purchase. This expense was also not budgeted for in our 2025 CIP and would be in addition to the approved CIP.

Staff is proposing to amend the Wastewater Capital Improvement Plans to repair the primary clarifier and for a potential land purchase for future expansion. The amendment will result in a total overall increase of \$160,000 to the 2025 Wastewater Capital Improvement Plan.

The funds for this amendment will come out of cash on hand. Current trend projections suggest that the wastewater utility may perform better than anticipated. If those trends do not continue, the adjustment would reduce our cash on hand by approximately 0.8 month of expenses.

It is requested that the Stoughton Utilities Committee review and approve an amendment to the Stoughton Utilities 2025 Operating Budget in the total amount of \$160,000 to fund the primary clarifier repairs and the potential to purchase land for expansion, and recommend approval of the budget amendment to the Stoughton Common Council.

**RESOLUTION FROM THE UTILITIES COMMITTEE TO THE
STOUGHTON COMMON COUNCIL**

Authorizing and directing the proper City official(s) to approve an amendment to the Stoughton Utilities 2025 Operating Budget to fund primary clarifier repairs and possible purchase of land.

Committee Action: Utilities Committee recommended Common Council approval ■ - ■

Fiscal Impact: \$160,000.00

File Number: R-xxx-2025

Date Introduced: June 24, 2025

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

WHEREAS, at its September 30, 2024 meeting, the Stoughton Utilities Committee approved the Stoughton Utilities Five-Year (2025-2029) Capital Improvement Plan (CIP), followed by approval of the Stoughton Utilities 2025 Operating Budget on October 17, 2024; and

WHEREAS, the Stoughton Common Council approved the Stoughton Utilities Five-Year (2025-2029) Capital Improvement Plan (CIP) and 2025 Operating Budget on November 12, 2024, and

WHEREAS, since the 2025 budget was approved, one of the primary clarifiers at the wastewater treatment plant has become inoperable, with a \$140,000 estimate to repair the unit to restore its ability to process influent wastewater; and

WHEREAS, staff is reviewing potential negotiations for the purchase of land adjacent to the wastewater treatment plant, should it be determined by staff that the land is of use for future plant expansion and the Wisconsin Department of Natural Resources has no opposition, with a projected maximum land value of \$20,000; and

WHEREAS, funds to repair the primary clarifier and purchase lands adjacent to the wastewater treatment facility were not budgeted for in the CIP or operating budget, and would exceed the total \$972,650 approved CIP; and

WHEREAS, the amendment will result in a total overall increase of \$160,000.00 to the 2025 Capital Improvement Plan and Operating Budget, with funds to come from cash on hand, potentially resulting in a cash reduction equal to approximately 0.8 months of expenses; and

WHEREAS, the Stoughton Utilities Committee met on June 16, 2025 to consider and approve the proposed amendment to the Stoughton Utilities 2025 Operating Budget in the total amount of \$160,000 to fund the primary clarifier repairs and the potential to purchase land for expansion, and recommended approval of the budget amendment to the Stoughton Common Council; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the Stoughton Utilities 2025 Operating Budget be amended in the total amount of \$160,000.00 to fund the primary clarifier repairs and the potential to purchase land for expansion.

Council Action: **Adopted** **Failed** **Vote:** _____

Mayoral Action: **Accept** **Veto**

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: June 13, 2025

To: Stoughton Utilities Committee

From: Jill M. Weiss, P.E.
Stoughton Utilities Director

Brian R. Hoops
Stoughton Utilities Assistant Director

Subject: Stoughton Utilities Sponsorship and Donation Policy

Stoughton Utilities is committed to being an active and responsible member of the community and supports the community that we serve by making donations to local non-profit organizations to further community programs and by sponsoring local community events.

The proposed Utility Sponsorships and Donations Policy is intended to outline the guidelines and criteria for when and how Stoughton Utilities provides donations to local non-profit organizations and sponsors local community events. The intent of this policy is to ensure that all contributions align with our organization's strategic objectives in a fair and equitable way. Past practice has been for staff to determine what events and organizations are given donations on a first-come, first-served basis subject to available funding. This policy seeks to instead provide a consistent way for all local organizations to receive the same consideration for donations by allowing the Utilities Committee to decide what donations and sponsorships to approve through Project RoundUP.

It is requested that the Stoughton Utilities Committee review and approve the proposed Stoughton Utilities Project RoundUP Guidelines and Procedures.

STOUGHTON UTILITIES

Policy: Sponsorships and Donations

Last Revised: April 14, 2025

Approved by the Stoughton Utilities Committee: June 16, 2025

INFORMATION

This document is the property of Stoughton Utilities, containing information that is considered public policy, and is subject to release pursuant to public records statutes, Wis. Stat. §§ 19.31-19.39. Copying or use of this document in whole or in part is strictly prohibited without prior written permission of Stoughton Utilities.

Introduction

Stoughton Utilities is committed to being an active and responsible member of the community, supporting the community that we serve by making donations to local non-profit organizations to further community programs and by sponsoring local community events. These donations and sponsorships provide significant **benefits to the Stoughton community and to Stoughton Utilities' customers**, and the utility seeks to establish strong and lasting ties with the community.

Donations are funded through the Value of Local Utility (VLU) Program offered by WPPI Energy, a public power joint action agency of which Stoughton Utilities is a member-owner. The VLU program allocates funds to member utilities for Community Contributions, School & Education Outreach, Community Development Partnership, and Customer Services & Branding. All funds have specific guidelines as to how they are to be spent, and program reimbursements are subject to approval by WPPI Energy staff.

Purpose

The purpose of this policy is to outline the guidelines and criteria for when and how Stoughton Utilities uses VLU program funds to provide donations to local non-profit organizations and sponsors local community events. The intent of this policy is to ensure that all contributions align with our organization's strategic objectives in a fair and equitable way.

Policy

When deciding whether Stoughton Utilities shall make charitable donation or sponsor a community event, the following goals shall be upheld:

- To support causes that positively impact the city of Stoughton and its surrounding townships served by the utility
- To enhance the well-being of the collective community served by the utility
- To strengthen relationships between the utility, community groups, and key stakeholders.

The Stoughton Utilities Director or their designee shall have the authority to initiate the disbursement of VLU program funds. VLU program funds, including charitable donations and event sponsorships, shall not be issued to any entity or person outside of the City of Stoughton municipal governance or the Stoughton Chamber of Commerce.

Requests from organizations outside of the City of Stoughton municipal governance and the Stoughton Chamber of Commerce, **including "Friends of" organizations, must apply for donations through Stoughton Utilities' Project RoundUP program**. These donations shall be awarded by the Stoughton Utilities Committee based on the Project RoundUP Guidelines and Procedures (see separate document).

All event sponsorships shall include one or more of the following to recognize the funding provided by Stoughton Utilities and to further support **the utility's** public outreach efforts:

- Stoughton Utilities name and/or logo included in event advertising, organization print materials, organization social media, and/or event website.
- Recognition of sponsorship with displayed logo or announcements during the event.
- Utility presence at the event in the form of personnel representation.
- Educational outreach to promote continuing education or career opportunities relevant to Stoughton Utilities' **operations**.

All donations are subject to available VLU program funding and the program guidelines provided by WPPI Energy for the use of VLU program funds.

As a publicly owned, ratepayer-funded public utility regulated by the Public Service Commission of Wisconsin, Stoughton Utilities is prohibited from providing any in-kind charitable work to community organizations and individuals. The use of ratepayer funds in excess of VLU program funds to issue charitable donations is generally prohibited.



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

Serving Electric, Water & Wastewater Since 1886

Date: June 13, 2025

To: Stoughton Utilities Committee

From: Jill M. Weiss, P.E.
Stoughton Utilities Director

Brian R. Hoops
Stoughton Utilities Assistant Director

Subject: Stoughton Utilities Project RoundUP Guidelines and Procedures

On February 20, 2006, the Stoughton Utilities Committee approved the Round-Up Program to allow our customers to easily support local charities and organizations that benefit the Stoughton community. Under this voluntary opt-in program, enrolled customers agree to “Round-Up” their utilities bill to the next highest dollar amount. Each of the current program participants will contribute an average of \$6.00 per year to the Project RoundUP program fund, which is awarded by the Stoughton Utilities Committee bi-annually.

The proposed Project RoundUP Guidelines and Procedures document is intended to provide the Stoughton Utilities Committee and Stoughton Utilities staff with clear guidelines and procedures to administer the program consistently and fairly, and to educate potential funding applicants on program eligibility. These guidelines and procedures reflect past practice with minor updates that aim to streamline the administration of the program and provide consistency in the awarding of funds, as well as provide additional awards to eligible program applicants.

It is requested that the Stoughton Utilities Committee review and approve the proposed Stoughton Utilities Project RoundUP Guidelines and Procedures.

STOUGHTON UTILITIES

Project RoundUP Guidelines and Procedures

Last Revised: April 14, 2025

Approved by the Stoughton Utilities Committee: June 16, 2025

INFORMATION

This document is the property of Stoughton Utilities, containing information that is considered public policy, and is subject to release pursuant to public records statutes, Wis. Stat. §§ 19.31-19.39. Copying or use of this document in whole or in part is strictly prohibited without prior written permission of Stoughton Utilities.

Introduction

Stoughton Utilities is committed to being an active and responsible member of the community, and supports the community that we serve by making donations to local non-profit organizations to further community programs.

On February 20, 2006, the Stoughton Utilities Committee approved a voluntary opt-in program, called Project RoundUP, that would allow **enrolled customers to "Round Up" their** monthly utility bill to the next highest full dollar amount. The intended goal of this program is to allow our customers to easily support local charities and organizations that benefit the Stoughton community. Under this program, enrolled customers will contribute an average of \$6.00 per year.

Purpose

The purpose of this document is to provide the Stoughton Utilities Committee and Stoughton Utilities staff with the guidelines and procedures required to administer the program consistently and fairly, educate potential funding applicants on their program eligibility, and explain to interested customers how program funds are administered.

Guidelines and Procedures

Customer Participation

Project RoundUP is a voluntary program. All participating customers must opt-in to enroll in the program, which can be done by opting in on their initial application for service, contacting Stoughton Utilities customer service staff, or by enrolling within *MyAccount*. Program enrollment is per utility account.

The maximum annual contribution is \$12.00. Program participants contribute an average of \$6.00 per year. Customers enrolled in both Stoughton Utilities Budget Billing Plan, which already bills in whole-dollar increments, and Project RoundUP will reach the maximum annual contribution.

Customers wishing to end their enrollment can do so at any time by contacting customer service staff or by logging in to *MyAccount*.

Project RoundUP participation will not automatically transfer to a customer's new service if they move to another location within Stoughton Utilities' service territory. Participants can opt-in their new account when they complete their application for service.

Project RoundUP donations are non-**refundable**. **The customer's** actual monthly donation will be shown on their utility bill. Participating customers can also request an annual contribution summary by contacting **Stoughton Utilities' customer service or by logging in to** *MyAccount*.

Award Qualification Criteria

Qualifying applicants shall include community service organizations, organizations providing disaster relief, educational organizations, organizations providing service to youth, and/or advocates for the environment. Applicants shall operate in Stoughton or its surrounding townships served by Stoughton Utilities, or provide services directly benefiting Stoughton Utilities customers.

Organizations operating for profit are not eligible to receive Project RoundUP awards. All funding awarded through Project RoundUP must be issued to a state and/or federally recognized nonprofit organization.

Applicants shall apply annually in writing to be eligible for funding during that program year. The program year is considered January 1 through December 31. Stoughton Utilities shall provide a standard application for program funding, and the applicant shall have the option to include written materials that they feel support their application.

Applicants shall only be eligible as a recipient for RoundUP funds once per program year.

City of Stoughton departments that are funded by the city are not eligible to receive funding from the Project RoundUP program. **This restriction does not apply to "Friends of" organizations that have been formed to raise supplemental funds on behalf of city departments (i.e., Friends of the Stoughton Public Library, Friends of the Stoughton Opera House, etc.).**

Funding requests from City of Stoughton departments shall be submitted to the Stoughton Utilities Director or their designee for consideration through its Value of Local Utility program. Funding shall be subject to available funding and other program goals as outline in the Stoughton Utilities Sponsorships and Donations Policy (see separate document).

Funding Administration

Annually in January, Stoughton Utilities staff will generate a list of potentially qualifying organizations using the program qualifications specified above. Stoughton Utilities shall distribute Project RoundUP funding applications to these organizations, as well as any other organization that expresses interest in funding opportunities throughout the year.

Applications shall be reviewed for completeness and presented to the Stoughton Utilities Committee during the next scheduled awarding of funds. **Stoughton Utilities staff shall not make decisions on an organization's qualifications or program eligibility, but may note application deficiencies or potential shortcomings of these guidelines and procedures.**

Stoughton Utilities staff shall maintain a list of all past program funding awards, and present the program history to the Stoughton Utilities Committee during each scheduled awarding of funds. This document shall also be presented to the Stoughton Utilities Committee during each scheduled awarding of funds.

The Stoughton Utilities Committee shall review all Project RoundUP funding applications at their February, May, and October meetings and select the organizations to be awarded funds. If there is no regular meeting in these months, presentation of the applications shall occur during the next regular meeting. Prior to the meeting, Stoughton Utilities staff will determine the amount of program funding available.

There is no requirement that the Stoughton Utilities Committee award program funds during a scheduled month, and funds can be carried over to a future award date or program year. Program funds may be awarded to more than one program applicant, provided the total of the funds awarded does not exceed the amount or program funding available.

Following a program funding award, the Stoughton Utilities Education & Outreach Coordinator will notify award recipients and arrange for the delivery of the donation. Funding shall be issued by check payable to the applicant named on the program funding application, along with the mailing address listed on the application. A press release will be created announcing all Project RoundUP awards.



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

Serving Electric, Water & Wastewater Since 1886

Date: June 13, 2025

To: Stoughton Utilities Committee

From: Jill M. Weiss, P.E.
Stoughton Utilities Director

Subject: Sewer Utility Extension Agreement Between the City of Stoughton and Natter Commercial Properties, LLC

The Sewer Utility Extension Agreement is an agreement between Natter Commercial Properties, LLC and the City of Stoughton as a mechanism to facilitate the private party to complete the sanitary sewer extension. This agreement outlines each party's responsibilities while protecting the interests of the public and other Stoughton Utilities ratepayers.

The proposed sanitary sewer extension is intended to service the property at 1521 E. Main St and will run from Chalet Drive onto USH 51 to the subject parcel. There is currently no sanitary sewer from Chalet Drive to County Truck Highway N on USH 51. The parcel at 1521 E Main Street is currently vacant, and the developer of the property has gone before the Stoughton Planning Commission and City Council with a proposal to develop the property into a car wash (Badger Car Wash), while also subdividing the existing parcel to create a vacant lot to the east for future sale.

Following completion of construction, Stoughton Utilities will review, approve and accept the sanitary sewer extension, which will then become part of the public sanitary sewer collection system owned, operated, and maintained by Stoughton Utilities.

The developer approached Stoughton Utilities requesting to construct the sanitary sewer extension. Staff worked with Stoughton City Attorney Rick Manthe to create a mechanism to protect both the city and utility interests. Sanitary sewer extensions typically occur as part of a subdivision development and the public and ratepayers' interests are protected through a developer's agreement. Given that this extension is not part of a subdivision, staff wanted to ensure that the necessary protections are in place for this proposed sanitary sewer extension.

It is requested that the Stoughton Utilities Committee review and approve the sewer utility extension agreement between Natter Commercial Properties, LLC and the City of Stoughton, and recommend approval to the Stoughton Common Council.

SEWER UTILITY EXTENSION AGREEMENT

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT entered into as of the __th day of _____, 2025, by and between the City of Stoughton, a Wisconsin municipal corporation (the “City”), and Natter Commercial Properties, LLC, a Wisconsin limited liability company (the “Developer”).

RECITALS

- A. Developer desires to extend sanitary sewer utilities to service its property located at 1521 East Main Street (Dane County parcel numbers 051109280609, 051109281555, and 051109281457) within the City of Stoughton (“Property”).
- B. Developer may develop the Property in the future, but intends to install sanitary sewer utilities immediately to coincide with Wisconsin Department of Transportation reconstruction of Highway 51 to save Developer’s costs of future construction.
- C. The City is willing to accept sanitary sewer facilities designed, constructed, and installed by Developer under certain conditions and without undue expense to the City.
- D. Developer is willing to design, construct, and install all necessary sanitary sewer service mains, manholes, laterals and all appurtenances (“Public Improvements”) to serve the Property at its sole cost and expense.
- E. The parties wish to enter into this Agreement to define their respective roles and responsibilities for extending sanitary sewer service to the Property.

AGREEMENT

In consideration of the Recitals, and the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Developer and the City agree as follows:

A. CONSTRUCTION OF IMPROVEMENTS.

1. Construction of Public Improvements.

(a) *Design of Public Improvements.* Developer shall prepare detailed plans and specifications of the Public Improvements for review by and subject to approval by the City Utilities Director. Where standards and/or specifications have not been established by the City, all work shall be designed and constructed in accordance with established engineering practices as designated and approved by the City Utilities Director. All Public Improvements shall be designed, constructed and installed in accordance with the standard specifications of the City, except as variances to or waivers of those requirements have been granted, and in accordance with plans and specifications approved by the Utilities Director. The City shall have the right to use the plans and specifications of the Public

Improvements, without restriction, for any purpose relating to the construction, installation, repair or maintenance of the Public Improvements.

(b) *Construction of Public Improvements.* Developer shall be responsible for the construction and installation of the Public Improvements. Except as otherwise provided in this Agreement, the Public Improvements will be designed, constructed and installed at Developer's sole expense.

(c) *Additional Specifications for Public Improvements.*

- a. Developer shall furnish, construct and install sanitary sewer in accordance with plans and specifications prepared by Developer in accordance with Stoughton Utilities' Standards, and approved by the Utilities Director.
- b. All sanitary sewer main and lateral construction shall be completed prior to the placement of the lower course of asphalt street pavement.
- c. No installation of the underground utilities shall commence until plans and specifications have been approved by the Stoughton Utilities Director and the Wisconsin Department of Natural Resources as it requires.
- d. The parties acknowledge that Developer intends to install Public Improvements while Highway 51 is under construction. Developer must obtain all necessary approvals from the Department of Transportation prior to commencing construction of the Public Improvements. In the event that the Developer has not completed construction and installation of the Public Improvements prior to the Department of Transportation completing installation of the base course of asphalt of Highway 51 along the Public Improvement route, then Developer shall be solely responsible for repairing or replacing any streets affected by Developer's installation of the Public Improvements.

(d) *Construction Management.* Two copies of the approved, signed and stamped plans and specifications shall be provided to the City Utilities Director, and one copy shall be provided to each contractor. In addition, one electronic PDF version of all construction plans and specifications shall be provided to the City Utilities Director either in a downloadable file format or via a flash drive. Only stamped and signed copies of the plans and specifications shall be used on the job site.

(e) *City Approval of Starting Dates.* No land disturbances or work on the Public Improvements shall begin until (1) Developer has provided the surety required for the Public Improvements and (2) the City Utilities Director has approved a starting date and schedule.

(f) *Change to Work Order.* No change may be made to the approved plans and specifications for the Public Improvements without the written approval of the City Utilities Director.

(g) *Time of Completion.* The Public Improvements shall be substantially complete prior to the Wisconsin Department of Transportation installing the asphalt base course on Highway 51

of the Public Improvement route. No damages may be recovered by Developer or any person against the City for delay in completion of the Public Improvements.

(h) *Acceptance.* After the Public Improvements required by this Agreement have been substantially completed, and within 10 days after receiving written notice that the Developer desires the City to inspect the Public Improvements, the City Utilities Director shall inspect the improvements. The City Utilities Director shall recommend that the Public Improvements be accepted, conditionally accepted or not accepted. Upon receipt of the Utilities Director's recommendation that the Public Improvements be accepted, the City Council shall by resolution accept such completed Public Improvements. Before obtaining city council acceptance of any such improvements, Developer shall: (1) present to the City valid lien waivers from all contractors and subcontractors providing materials or performing work on the improvements for which certification is sought; and (2) provide as-built drawings to the City Utilities Director consisting of four hard copies on paper, one electronic copy as a pdf file, and one electronic copy in a digital format that is acceptable to the City. Acceptance by the City does not constitute a waiver by the City of the right to take action on account of defects in or failure of any Public Improvements that are detected or which occur following such certification.

The Developer agrees that Public Improvements will not be accepted by the City until the Public Improvements have been inspected and approved by the City Utilities Director and furthermore until all affidavits and lien waivers are received by the City demonstrating that the contractors and their suppliers have been paid in full for all work and materials furnished under this Agreement. Public Improvements shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by Developer is submitted to the City Utilities Director. Public Improvements shall not be accepted until they have been flushed, televised at Developer's cost, and determined to be in good condition.

The Developer agrees to provide for maintenance and repair of all required Public Improvements until such Public Improvements are formally accepted by the City. Developer shall be responsible for locating sanitary sewer infrastructure, in response to utility locate (digger's hotline) requests, until such improvements have been accepted by the City.

The City will provide timely notice to Developer whenever inspection reveals that an improvement does not conform to the required standards and specifications or is otherwise defective. The Developer shall have 30 days from the issuance of such notice to cure the defect. If Developer is unable to cure the defect within 30 days due to an event or circumstance beyond the reasonable control of and without Developer's fault, neglect or negligence, the time to cure the defect shall be extended for such time as the event or circumstance preventing cure is removed.

(i) *Guarantee of Public Improvements.* Developer guarantees and warrants all work performed on the Public Improvements under this Agreement for a period of one year from the date of final acceptance by the City of the work completed by the Developer against defects in workmanship or materials. If any defect appears during the guarantee period, the Developer agrees to make required replacement or acceptable repairs of the defective work at its own expense, including total and complete restoration of any disturbed surface or component of the improvements on lands where the repairs or replacement is required, to the standard provided in the approved plans and specifications. All guarantees or warranties for materials or workmanship of suppliers and third-party contractors for work performed under this Agreement which extend beyond the above guarantee period shall be assigned by Developer to the City.

(j) *Surety*. Before Developer commences construction, Developer shall provide the City with a letter of credit or performance bond in the amount of 120 percent of the estimated cost of constructing the Public Improvements pursuant to this Agreement. If a performance bond is provided, it shall conform substantially to the form of bond attached as Attachment A. If a letter of credit is provided, it shall have an initial term of not less than 12 months. Any letter of credit or performance bond shall be acceptable to the City Attorney, in both form and substance. If a letter of credit is provided, the following terms shall apply:

(1) Letter of Credit. A letter of credit shall be in a form acceptable to the City, and shall be issued by an entity that is acceptable to the City, or that has a rating of its long-term unsecured debt not lower than A1 by Moody's Investors Service or A+ by Standard and Poor's. The Letter of Credit shall be payable to the City and shall be conditioned upon and guarantee to the City the performance by the Developer of Developer's obligations under this Agreement. The letter of credit shall be approved as to form by the City Attorney. The letter of credit may be reduced from time to time in amounts equal to the value of the Public Improvements that have been installed, completed and accepted by the City.

(2) Payment under Letter of Credit. The Letter of Credit shall be payable to the City at any time upon presentation of (1) a sight draft drawn on the issuing Bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; (2) a written statement by a City official that the City is entitled to draw on the Letter of Credit; and (3) the original Letter of Credit.

(3) Accounting. Developer may inspect the City records of payments made using the Letter of Credit upon request at reasonable times. However, the City retains the exclusive right to determine, among other things, questions of design, specifications, construction cost, performance, contract compliance, and payment in connection with the Public Improvements. In the absence of fraud or palpable error on the part of the City, the City's decisions on all such matters shall control and shall be final.

(4) Term, Renewal and Extension. The term of the initial letter of credit shall be not shorter than 12 months. The initial and each renewed or replacement letter of credit shall by express language be automatically extended without amendment for a period of one year from its expiration date, unless at least 45 days before such expiration date the issuer of the letter of credit notifies the City in writing that the letter of credit will not be extended for an additional one year period, or notifies the City in writing that the letter of credit will be renewed or replaced by a letter of credit in an amount that is less than the amount required by this Agreement, which amount shall be specified in such written notice. Upon receipt of notice that the letter of credit will not be extended for an additional one year period, or will be extended, renewed or replaced in an amount that is less than the amount required by this Agreement, the City may draw upon the letter of credit an amount sufficient to secure performance of Developer's remaining obligations.

(k) Remedies Not Exclusive. The remedies provided in this Section are not exclusive. The City may use any other remedies available to it under this Agreement, or any remedies available in law or equity in addition to, or in lieu of, the remedies provided in this Section.

B. COST REIMBURSEMENT, FEES AND PERMITS.

1. Application, Review and Administrative Fees. Developer shall pay to the City, within 15 days after delivery of a written request for payment, all legal, engineering, and other consulting or administrative fees, costs and expenses incurred or accrued by the City before or after the execution of this Agreement in connection with the negotiation, preparation, consideration and review of this Agreement and other agreements relating construction and installation of Public Improvements and costs incurred in connection with the construction or acceptance of public improvements. Consulting, planning, engineering, and legal fees shall be the actual costs to the City on the basis of submitted invoices. Administrative fees including city staff time shall be calculated based on the actual cost to the City, including all wages and benefits paid to City employees. Inspection and observation fees during construction shall be the actual cost to the City on the basis of submitted invoices. Developer shall deposit \$10,000.00 payable to Stoughton Utilities, with the City to secure Developer's payment of costs pursuant to this Section. The City may apply the deposit to pay costs that are past due, in the City's sole discretion. If the deposit amount falls below \$10,000.00, the City may require Developer to supplement the deposit by such amount as the City may request, up to a total deposit of not more than \$20,000.00. If Developer fails to pay any deposit or pay any cost when due, the City may suspend the processing of any and all pending applications, and may order Developer to suspend the construction of Public Improvements, and Developer hereby agrees that any legally or contractually imposed time periods for acting on any land division, zoning, acceptance of public improvements or other approvals will be tolled until Developer makes any required deposit or pays any required costs pursuant to this Section. Any amounts not paid when due shall bear interest at the rate of one percent per month.

2. Required Permits. Developer is responsible for obtaining all licenses, permits and approvals necessary to perform its obligations under this Agreement.

C. INDEMNIFICATION AND INSURANCE.

1. Indemnification. Developer, and its successors and assigns, shall indemnify, hold harmless and defend the City and its officers, agents and employees, including but not limited to the City's contracted engineering consultants, from any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses or liabilities of every kind and description, including attorney costs and fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them, brought because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction of the Public Improvements occasioned wholly or in part by any act or omission on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time occurring on, at or in the Property, except as are a result of the gross negligence or willful misconduct of any officer, agent or employee of the City. The City shall be entitled to appear in any proceedings to defend itself against such claims, and, unless the loss or damage is determined to have been caused by the gross negligence or willful misconduct of an officer, agent or employee of the City, all costs, expenses and reasonable attorney fees incurred by the City in connection with such defense shall be paid by Developer to the City. The foregoing indemnity provisions shall survive the cancellation or termination of this Agreement as to all matters arising or accruing prior to such cancellation or termination and the

foregoing indemnity shall survive in the event the City elects to exercise any of the remedies as provided under this Agreement following default hereunder.

2. Insurance.

(a) *General requirements.* Except as expressly provided otherwise below, Developer and Developer's engineering consultants and contractors designing or performing any work on the Public Improvements shall, at no cost to the City, maintain in effect at all times during the construction of the Public Improvements insurance coverage of the types and with limits not less than those set forth in this Section. A start date for construction shall not be approved until a list of Developer's contractors and proof of insurance have been provided to the Utilities Director. Proof of insurance shall include a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this Agreement. The Commercial General Liability coverage must include the coverages described in form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure or their equivalent. In addition, Developer shall provide endorsements acceptable to the City demonstrating that the requirements of this Section relating to naming additional insureds, have been satisfied.

(b) *Waivers of subrogation.* All policies of insurance required by this Section shall be primary and non-contributing coverage, and no insurance or self-insurance maintained by the City or its officers, council members, board members, agents, employees or authorized volunteers, will contribute to coverage of any loss. All liability and workers compensation policies must be endorsed with a waiver of subrogation in favor of the City, its officers, council members, agents, employees, and authorized volunteers.

(c) *Deductibles and self-insured retentions.* Any deductible or self-insured retention in any of the policies of insurance required by this Section must be declared to the City and satisfied by Developer.

(d) *Acceptability of insurers.* All policies of insurance required by this Section shall be placed with insurers who have an A.M. Best rating of not less than A- and a Financial Size Category of not less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.

(e) *Additional insureds requirements.* The following must be named as additional insureds on all policies of insurance required by this Section, excepting professional liability insurance, for liability arising out of the construction of the Public Improvements: the City and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of one year after acceptance of the Public Improvements. The preceding sentence does not apply to Workers Compensation and Professional Liability Policies.

(f) *Limits and coverage.* The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or the broader coverage and maximum limits of coverage of any insurance policy of proceeds available to the Named Insured. The parties agree that the insurance requirements in this Agreement shall not in any way act to reduce

coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements specified in this Agreement are sufficient to cover the obligations of Developer under this Agreement.

(g) *Claims Made Coverage.* If any insurance policy required by this Agreement is maintained on a claims-made basis, then the following additional requirements shall apply:

(1) The retroactive date must be shown, and must be before the date of this Agreement or the approved construction start date;

(2) Insurance must be maintained and evidence of insurance must be provided for a minimum of one year after the City has accepted the Public Improvements.

(3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the prior to the approved construction start date, the Developer or other party required to provide the insurance coverage shall purchase an extended reporting period for a minimum of three years after the date the City has accepted the Public Improvements.

(h) *Termination, cancellation or non-renewal.* Developer shall provide endorsements to the policies of insurance required to be maintained under this Agreement that provide that such policies shall not be cancelled, non-renewed, or voided without 30 days prior written notice to the City, except where cancellation is due to the non-payment of premiums, in which event 10 days-prior written notice shall be provided. Developer shall provide endorsement:

(i) *Coverage types and policy limits.* Developer and Developer’s contractors shall maintain the following types of insurance coverage with not less than the following limits:

(1) Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | |
|---|-------------|
| a. Each Occurrence Limit | \$1,000,000 |
| b. Personal Advertising Injury Limit | \$1,000,000 |
| c. General aggregate limit (other than Products-Completed Operations) per project | \$2,000,000 |
| d. Products-Completed Operations aggregate | \$2,000,000 |
| e. Fire Damage limit – any one fire | \$50,000 |
| f. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work | |

(2) Business Automobile Coverage. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on “Any Auto” basis.

(3) Workers Compensation and Employers Liability. As required by Wisconsin State Statute.

(4) Umbrella Liability providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by the City. Products-Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.

(5) Professional Liability Coverage. Developer's engineering consultants engaged in designing the Public Improvements, but not Developer and not Developer's construction contractors, shall maintain professional liability insurance as follows:

- a. Limits
 - i. \$1,000,000 each claim
 - ii. \$1,000,000 annual aggregate
- b. Must comply with claims-made requirements in this Section.

D. REPRESENTATIONS AND WARRANTIES.

1. Authorization. Developer warrants that Developer's execution, delivery and performance of this Agreement have been duly authorized and do not conflict with, result in a violation of, or constitute a default under any provision of Developer's articles of organization or membership agreements, or any agreement or other instrument binding upon Developer, or any law, governmental regulation, court decree, or order applicable to Developer or to the Property.

E. GENERAL CONDITIONS.

1. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights to develop the Property shall inure to Developer by virtue of this Agreement. Nor does the City warrant that Developer is entitled to any City approvals required for development of the Property as a result of this Agreement.

2. Binding Effect / Assignment. The obligations of Developer and the City under this Agreement shall be binding on their respective successors and assigns. Developer may not assign its benefits or obligations under this Agreement without the express prior written approval of the City, and any unapproved assignment is void.

3. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party hereto.

4. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the City and Developer.

5. Remedies upon Default. A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within thirty (30) days after the date of written notice from the non-defaulting party. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies. Remedies include, but are not limited to, drawing on the letters of credit, and charging Developer, on all amounts due to the City not paid by the due date, interest at the rate of 12 percent per annum until the date the unpaid amounts are paid in full.

6. Entire Agreement/Appendices Incorporated. This written Agreement and the attachments hereto shall constitute the entire Agreement between Developer and the City as of the date hereof.

7. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

8. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.

9. Notice. Any notice required or permitted by this Agreement shall be deemed effective given in writing and personally delivered or mailed by U.S. Mail as follows:

To Developer:

To the City: Director of Utilities
 Stoughton Utilities - City of Stoughton
 600 S. Fourth Street
 Stoughton, WI 53589

City Attorney Rick Manthe
 222 W. Washington Avenue, Suite 900
 P.O. Box 1784
 Madison, WI 53701-1784

10. Recordation. The City may record a copy of this Agreement, or a memorandum thereof, in the office of the Dane County Register of Deeds, against the Property.

11. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such

action is commenced in Circuit Court for Dane County unless it is determined that such Court lacks jurisdiction. Developer hereby consents to personal jurisdiction in Dane County. Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the Circuit Court for Dane County lack jurisdiction.

12. Ratification. Developer hereby approves and ratifies all actions taken to date by the City, its officers, employees and agents in connection with the Property.

13. Compliance with Laws. Developer shall comply with all federal, state and local laws with respect to the Property, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.

14. No Partnership. The City does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with Developer.

15. Good Faith. Both parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.

16. Applicable Law. This Agreement shall be construed under the laws of the state of Wisconsin.

17. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto.

18. Effective Date. This Agreement shall be effective as of the date and year first written above.

19. Term. This Agreement shall continue in full force and effect until such time as Developer's obligations under this Agreement have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect. At that time, if this Agreement has been recorded the parties shall jointly execute and record a release of the Agreement.

20. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against either party. It shall be construed simply and fairly to each party.

21. Counterparts. This Agreement may be executed in one or more counterpart copies, each of which so executed, irrespective of the date of execution and delivery, which may be by facsimile or electronic mail, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

The parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

CITY:
CITY OF STOUGHTON
Dane County, Wisconsin

By _____
Tim Swadley, Mayor

ATTEST:

Candee Christen, City Clerk

DEVELOPER:

By_____

I, _____, certify that _____, LLC is a member-managed limited liability company, and that I am the sole member of said limited liability company who has signed the foregoing contract on behalf of said limited liability company and that the foregoing contract and is within the scope of its corporate powers.

By_____

Approved as to form
Stafford Rosenbaum, LLP

By: _____
Rick Manthe, City Attorney

Attachment A
FORM OF PERFORMANCE BOND
PERFORMANCE BOND

DEVELOPER (*Name and Address*);

SURETY

(*Name and Address of Principal Place of Business*)

OWNER (*Name and Address*):

SUBDIVISION IMPROVEMENTS AGREEMENT ('Development Agreement')

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*not earlier than Effective Date of the Agreement*):

Amount:

Surety and Developer intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent or representative.

DEVELOPER AS PRINCIPAL

SURETY

Developer's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

OWNER APPROVAL

Signature

Print Name

Title

1. The Developer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Development Agreement, which is incorporated herein by reference.
2. If the Developer performs the Development Agreement, including all warranties, guarantees, payments and reimbursements as described therein, the Surety and the Developer shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. The Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Developer and the Surety that the Owner is considering declaring a Developer Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Developer, and Surety to discuss the Developer's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. The Owner shall determine the location of any conference required by this Bond. If the Owner, the Developer, and the Surety agree, the Developer shall be allowed a reasonable time to perform the Development Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Developer Default.
 - 3.2 The Owner declares a Developer Default and notifies the Surety.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release of the Surety from its obligations.
5. Upon notice from Owner, the Surety shall within 15 days of the Owner's notice and at the Surety's expense take one of the actions described in section 5.1, 5.2 or 5.3, in addition to making payments as described in Section 5.4:
 - 5.1 Arrange for the Developer, with the consent of the Owner, to perform and complete the obligations of the Development Agreement.
 - 5.2 Undertake to perform and complete the obligations of the Development Agreement itself, through its agents or independent contractors.
 - 5.3 With the consent of Owner, obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for an agreement for performance and completion of the obligations of the Development Agreement, arrange for an agreement to be prepared for execution by the Owner and a developer selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Development Agreement and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Agreement Price incurred by the Owner as a result of the Developer Default.
 - 5.4 The Surety shall immediately upon request from Owner, make payment for all sums owed to Owner by Developer pursuant to the Development Agreement which Developer has failed for more than 30 days to make payment in full.
6. If the Surety does not commence to proceed as provided in Paragraph 5 within 15 days of Owner's notice, unless extended by Owner in writing, and continue to proceed as soon as practicable and without delay, the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. Surety shall not require the Owner to negotiate or enter a Takeover Agreement, Release, or any written agreement of any kind prior to Surety performing its obligations of this Bond, and any such request by Surety shall be deemed to be a default.
7. If the Surety elects to act under Paragraph 5.1, 5.2 or 5.3 and 5.4, then the responsibilities of the Surety to the Owner shall not be greater than those of the Developer under the Development Agreement except as described herein and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Development Agreement. The Surety is obligated, for:
 - 7.1 The responsibilities of the Developer for correction of detective work and completion of the Development Agreement, including the full warranty period provided within the Development Agreement.
 - 7.2 Additional legal, design professional, and delay costs resulting from the Developer's Default, and resulting from the actions or failure to act of the Surety under Paragraphs 5 and 6, including actual costs of actions, including litigation, Owner may take to enforce the terms of this Bond against Surety.
 - 7.3 Liquidated damages. Recognizing that the Owner will incur significant damages from Surety's delay, rather than require proof of the amount of such damages, and not as a penalty, Surety shall pay to Owner \$500 per day, for each day that Surety fails to fully comply with the terms of this Bond within the time required by this Bond.
8. The Surety shall not be liable to the Owner or others for obligations of the Developer that are unrelated to the Development Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner, or its heirs, executors, administrators, successors, and assigns.
9. The Surety hereby waives notice of any change, including changes of time, work, or other terms, to the Development Agreement or to related subcontracts, purchase orders, and other obligations.
10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within six years after a declaration of Developer Default or within six years after the Developer ceased working or within six years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs last. If the provisions of this paragraph are void or prohibited by law, the maximum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner, or the Developer shall be mailed or delivered to the address shown on the page on which their signature appears.
12. Statutory Bond Reduction. As and to the extent required by Wisconsin Statutes Section 236.13(2)(a)1., and not otherwise, the full amount of this Bond shall be automatically reduced upon substantial completion of the public improvements to the amount equal to the total cost to complete any uncompleted public improvements plus 10 percent of the total cost of the completed public improvements, subject to the following: Any such reduction shall not apply to defaults, notices, conditions, claims or occurrences arising prior to substantial completion.

**RESOLUTION FROM THE UTILITIES COMMITTEE TO THE
STOUGHTON COMMON COUNCIL**

Authorizing and directing the proper City official(s) to approve a Sewer Utility Extension Agreement Between the City of Stoughton and Natter Commercial Properties, LLC.

Committee Action: Utilities Committee recommended Common Council approval [redacted] - [redacted]

Fiscal Impact: \$0.00

File Number: R-[redacted]-2025

Date Introduced: June 24, 2025

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

WHEREAS, the Sewer Utility Extension Agreement is an agreement between Natter Commercial Properties, LLC and the City of Stoughton as a mechanism to facilitate the private party to complete the sanitary sewer extension, while outlining each party's responsibilities while protecting the interests of the public and other Stoughton Utilities ratepayers; and

WHEREAS, sanitary sewer extensions typically occur as part of a subdivision development and the public and ratepayers' interests are protected through a developer's agreement, however since this extension is not part of a larger develop, this agreement was drafted to ensure that the necessary protections are in place for this proposed sanitary sewer extension; and

WHEREAS, the proposed sanitary sewer extension is intended to service the property at 1521 E. Main St and will run from Chalet Drive onto USH 51 to the subject parcel where no sanitary sewer main currently exists; and

WHEREAS, the parcel at 1521 E Main Street is currently vacant, and the developer of the property has gone before the Stoughton Planning Commission and City Council with a proposal to develop the property into a car wash (Badger Car Wash), while also subdividing the existing parcel to create a vacant lot to the east for future sale; and

WHEREAS, following completion of construction, Stoughton Utilities will review, approve and accept the sanitary sewer extension, which will then become part of the public sanitary sewer collection system owned, operated, and maintained by Stoughton Utilities; and

WHEREAS, the Stoughton Utilities Committee met on June 16, 2025 to consider and approve the proposed sewer utility extension agreement between Natter Commercial Properties, LLC and the City of Stoughton, and recommended approval to the Stoughton Common Council; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper City official(s) shall enter into the Sewer Utility Extension Agreement Between the City of Stoughton and Natter Commercial Properties, LLC.

Council Action: **Adopted** **Failed** **Vote:** _____

Mayoral Action: **Accept** **Veto**

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: June 13, 2025

To: Stoughton Utilities Committee

From: Jill M. Weiss, P.E.
Stoughton Utilities Director

Subject: Stoughton Utilities Service Line Material Inventory

As part of the U.S. Environmental Protection Agency's (EPA) Federal Lead and Copper Rule Revisions (LCRR) that went into effect in 2021, all public water systems in the country must submit a Service Line Material Inventory. In Wisconsin, initial inventory submissions were due to the Wisconsin Department of Natural Resources (DNR) by October 16, 2024.

In addition to submitting an initial Service Line Materials Inventory to the DNR, all public water systems must make their inventories publicly accessible, and some water systems must meet Consumer Confidence Report (CCR) and Consumer Notification (CN) requirements.

Stoughton Utilities submitted our initial Service Line Materials Inventory to the DNR who conducted a review of our inventory, public accessibility, and methods and completeness of verification materials, to determine compliance with the federal service line inventory requirements of 40 CFR § 141.84(a). Following DNR review, we were notified on April 11, 2025 that our inventory is consistent with federal requirements, and has been approved.

A link to our service line inventory, along with other important information about lead in drinking water, can be found on our website at <https://stoughtonutilities.com/lead>.

Ongoing efforts will include regular updates to the service line inventory as we continue to identify materials used in neighborhoods constructed between 1960-1986. We will be contacting these property owners to notify them that their private service line material is unknown, and requesting their help to identify the material and further populate the inventory.



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

Serving Electric, Water & Wastewater Since 1886

Date: June 13, 2025

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.