City of Madison
Madison, WI 53703
www.cityofmadison.com

City of Madison

Agenda - Approved

WATER UTILITY BOARD

Consider: Who benefits? Who is burdened?
Who does not have a voice at the table?
How can policymakers mitigate unintended consequences?

Wednesday, October 29, 2025	**4:30 PM**	**119 E. Olin Ave.**

The City of Madison is holding the Water Utility Board Meeting in person.

To register to speak on an item, you will do so in person at the meeting. Please arrive early if you plan to register to speak.

Written Comments: You can send comments on agenda items to waterutilityboard@cityofmadison.com

If you need an interpreter, translator, materials in alternate formats or other accommodations to access this service, activity or program, please call the phone number below at least three business days prior to the meeting.

Si necesita un intérprete, un traductor, materiales en formatos alternativos u otros arreglos para acceder a este servicio, actividad o programa, comuníquese al número de teléfono que figura a continuación tres días hábiles como mínimo antes de la reunión.

Yog hais tias koj xav tau ib tug neeg txhais lus, ib tug neeg txhais ntawv, cov ntawv ua lwm hom ntawv los sis lwm cov kev pab kom siv tau cov kev pab, cov kev ua ub no (activity) los sis qhov kev pab cuam, thov hu rau tus xov tooj hauv qab yam tsawg peb hnub ua hauj lwm ua ntej yuav tuaj sib tham.

For accommodations, contact: Jody Berndt, (608) 206-1718, jberndt@madisonwater.org.

Call to Order/Roll Call

Approval of Minutes

Meeting minutes for 9/30/25: https://madison.legistar.com/calendar.aspx
http://madison.legistar.com/Calendar.aspx

Public Comment

1. **16738** General Public Comment

Disclosures and Recusals

Members of the body should make any required disclosures or recusals under the City's Ethics Code.

New Business

2. 90165 Authorizing the execution of a License Agreement with T-Mobile Central LLC, a Delaware limited liability company, for premises at the water tower located at 910 S. High Point Road. (District 1)

Attachments: 4118 Exhibit A.pdf
4118 Exhibit B.pdf
4118 Exhibit C.pdf
Item 2 - Memo - T-Mobile Telecom License Agreement.pdf

3. 90565 Annual Election of Board Officers

Attachments: Item 3 - Memo - Election of 2026 Board Officers.pdf

4. 90566 Review of Elected and Appointed Official Code of Conduct

Attachments: Item 4 - Memo - Review of Elected and Appointed Official Code of Conduct.pdf
Item 4 - Attachment A - Elected and Appointed Official Code of Ethical Conduct.

5. 90567 Water Quality Report - October 2025

Attachments: Item 5 Memo - Water Quality Report September 2025.pdf
Item 5 - Attachment A - Watch List Summary October 2025.pdf
Item 5 - Attachment B - Water Quality Test Results Summary Sept 2025.pdf

6. 90568 Water Production Monthly Report

Attachments: Item 6 - Memo - Water Production Report September 2025.pdf
Item 6 - Attachment A - Water Production Report for September 2025.pdf
Item 6 - Attachment B - Well Utilization Report for September 2025.pdf
Item 6 - Attachment C - Status of Unit Wells Offline Report Sept 2025.pdf

7. 90569 Financial Conditions Monthly Report

Attachments: Item 7 - Memo - Financial Conditions Report October 2025.pdf
Item 7 - Attachment - Financial Conditions Report as of 9.30.25.pdf

8. 90570 Capital Projects Monthly Report

Attachments: Item 8 - Memo - Capital Projects Monthly Report 2025-10-29.pdf
Item 8 - Attachment - Capital Projects Monthly Report 2025-10-29.pdf

9. 90571 Operations Monthly Report

Attachments: Item 9 - Memo Monthly Operations report October 2025.pdf
Monthly Operations Report October 2025.pdf

10. 90572 Public Information Monthly Report

Attachments: Item 10 - Attachment - Public Info Report.pdf

11. 84022 Meeting Evaluation and Discussion

Attachments: Board_Evaluation.pdf

Led by Board Member Witynski

Adjournment

City of Madison

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Master

File Number: 16738

File ID:	16738	**File Type:**	Miscellaneous	**Status:**	In Committee
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	11/24/2009
File Name:	Written Public Comments			**Final Action:**	
Title:	General Public Comment				
Notes:					
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	arobb@cityofmadison.com			**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 16738

Title
General Public Comment

City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 90165

File ID: 90165 **File Type:** Resolution **Status:** Items Referred

Version: 1 **Reference:** **Controlling Body:** WATER UTILITY BOARD

File Created Date : 09/29/2025

File Name: 4118 T-Mobile License Agreement **Final Action:**

Title: Authorizing the execution of a License Agreement with T-Mobile Central LLC, a Delaware limited liability company, for premises at the water tower located at 910 S. High Point Road. (District 1)

Notes:

Sponsors: John W. Duncan **Effective Date:**

Attachments: 4118 Exhibit A.pdf, 4118 Exhibit B.pdf, 4118 Exhibit C.pdf, Item 2 - Memo - T-Mobile Telecom License Agreement.pdf **Enactment Number:**

Author: Lance Vest, Real Estate Specialist **Hearing Date:**

Entered by: cklawiter@cityofmadison.com **Published Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	09/29/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Water Utility Board (10/29/25), Finance Committee (10/13/25), Common Council (11/25/25)						
1	COMMON COUNCIL	10/07/2025	Refer	WATER UTILITY BOARD			Pass
	Action Text: A motion was made by Vidaver, seconded by Govindarajan, to Refer to the WATER UTILITY BOARD. The motion passed by voice vote/other.						
	Notes: Additional referral to Finance Committee.						
1	WATER UTILITY BOARD	10/07/2025	Refer	FINANCE COMMITTEE		10/13/2025	
	Action Text: This Resolution was Refer to the FINANCE COMMITTEE						
1	FINANCE COMMITTEE	10/13/2025	Return to Lead with the Recommendation for Approval	WATER UTILITY BOARD			Pass
	Action Text: A motion was made by Vidaver, seconded by Govindarajan, to Return to Lead with the Recommendation for Approval to the WATER UTILITY BOARD. The motion passed by voice vote/other.						

Text of Legislative File 90165

Fiscal Note

The proposed resolution authorizes a license agreement with T-Mobile Central LLC for placement of telecommunications equipment on the City-owned water tower located at 910 S. High Point Road. The licensee will pay $3,187.50 monthly with a 4% annual increase, detailed in Exhibit A. The net revenue from this license agreement will be recognized in the Water Utility's 2025 Adopted Operating Budget. Future revenue increases will be made in subsequent agency operating requests and subject to Common Council approval. No additional appropriation is required.

Title

Authorizing the execution of a License Agreement with T-Mobile Central LLC, a Delaware limited liability company, for premises at the water tower located at 910 S. High Point Road. (District 1)

Body

WHEREAS, the City of Madison ("City") is the owner of the water tower ("Tower") located at 910 S. High Point Road, Madison, Wisconsin ("Property"), and depicted on attached Exhibit B; and

WHEREAS, City entered into a license agreement with Sprint Spectrum L.P. ("Sprint"), predecessor-in-interest to T-Mobile Central LLC ("Licensee"), pursuant to that certain license dated March 19,1998 ("Prior License") pertaining to the placement of antennas and ancillary telecommunications equipment on the Tower as well as the placement of communications equipment cabinets ("Cabinets") on land near the base of the Tower. The Prior License expired on February 28, 2018, and Sprint and Licensee continued to operate on a month-to-month basis at the Tower under the terms of the Prior License with City's consent; and

WHEREAS, the terms of a new License Agreement have been negotiated between Licensee, the City's Office of Real Estate Services staff, and the City's consultant, Terabonne, Inc. ("Terabonne") which allows Licensee to license a certain portion of the Property and a certain portion of the Tower (the "Premises") as depicted on Exhibit B for the placement of a Communication Facility; and

NOW, THEREFORE, BE IT RESOLVED that the City's Common Council hereby authorizes the Mayor and Clerk to execute the Licensee Agreement attached hereto as Exhibit C, substantially on the terms, conditions and obligations contained therein, and take any further action required to accomplish the purpose of this resolution in a form approved by the City Attorney.

BE IT FURTHER RESOLVED, the Mayor and Clerk are authorized to execute any other documents as may be necessary to carry out the purposes of this resolution in a form approved by the City Attorney.

BE IT FURTHER RESOLVED, that the Real Estate Services Manager of the Office of Real Estate Services is authorized to sign a Memorandum of License, in a form approved by the City Attorney, to be recorded at the office of the Register of Deeds.

BE IT FURTHER RESOLVED, that the Real Estate Services Manager of the Office of Real Estate Services is authorized to sign a Memorandum of Agreement between the City and Terabonne, in a form approved by the City Attorney, to be recorded at the office of the Register of Deeds.

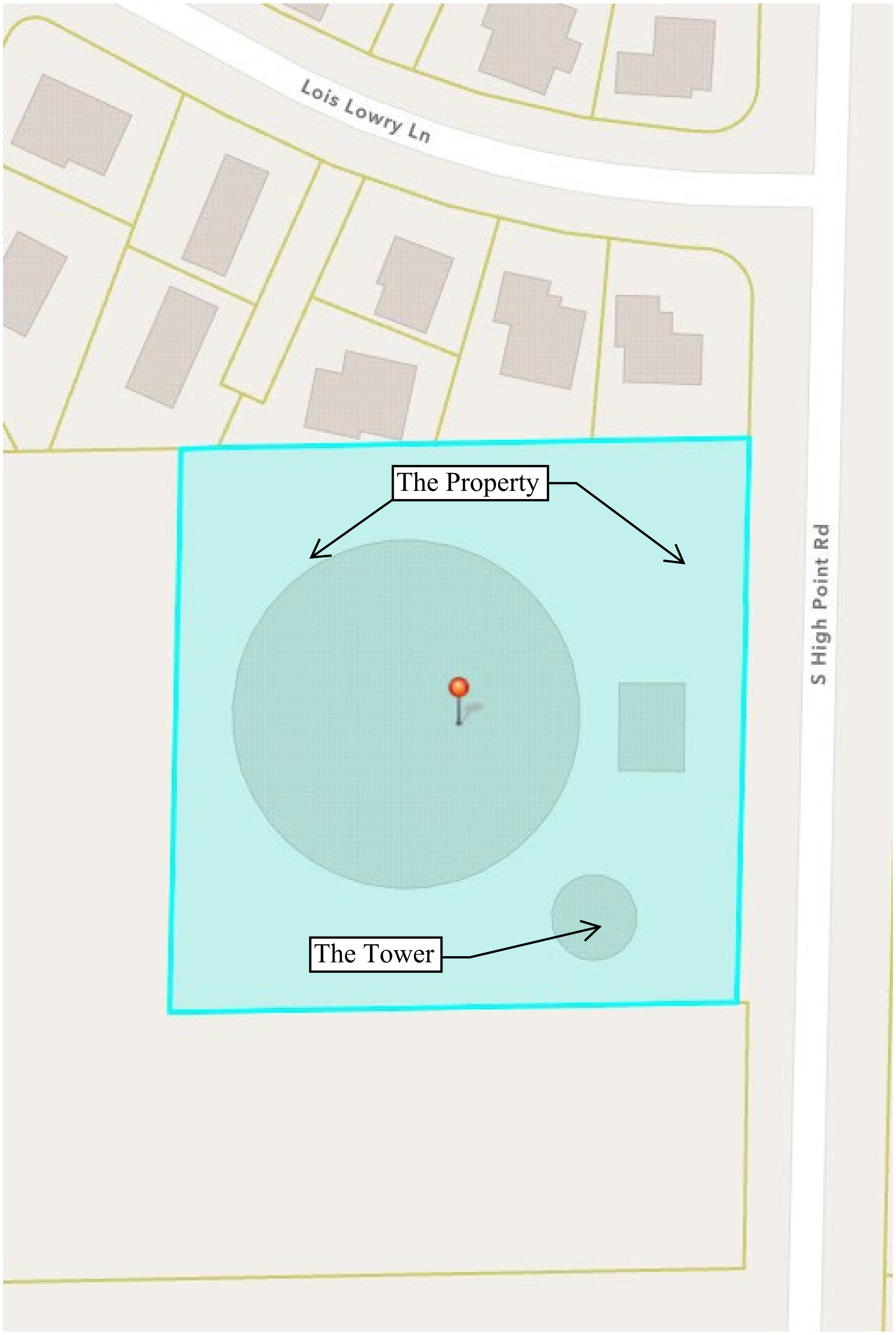
EXHIBIT A

License Fee Schedule

	Lease Year	Annual Rent	Monthly Rent	Due to City Per Month	Due to Terabonne Per Month
Initial Term	1	$45,000.00	$3,750.00	$3,187.50	$562.50
	2	$46,800.00	$3,900.00	$3,315.00	$585.00
	3	$48,672.00	$4,056.00	$3,447.60	$608.40
	4	$50,618.88	$4,218.24	$3,585.50	$632.74
	5	$52,643.64	$4,386.97	$3,728.92	$658.05
First Renewal	6	$54,749.38	$4,562.45	$3,878.08	$684.37
	7	$56,939.36	$4,744.95	$4,033.20	$711.74
	8	$59,216.93	$4,934.74	$4,194.53	$740.21
	9	$61,585.61	$5,132.13	$4,362.31	$769.82
	10	$64,049.03	$5,337.42	$4,536.81	$800.61
Second Renewal	11	$66,610.99	$5,550.92	$4,718.28	$832.64
	12	$69,275.43	$5,772.95	$4,907.01	$865.94
	13	$72,046.45	$6,003.87	$5,103.29	$900.58
	14	$74,928.31	$6,244.03	$5,307.42	$936.60
	15	$77,925.44	$6,493.79	$5,519.72	$974.07
Third Renewal	16	$81,042.46	$6,753.54	$5,740.51	$1,013.03
	17	$84,284.16	$7,023.68	$5,970.13	$1,053.55
	18	$87,655.52	$7,304.63	$6,208.93	$1,095.69
	19	$91,161.74	$7,596.81	$6,457.29	$1,139.52
	20	$94,808.21	$7,900.68	$6,715.58	$1,185.10
Forth Renewal	21	$98,600.54	$8,216.71	$6,984.21	$1,232.51
	22	$102,544.56	$8,545.38	$7,263.57	$1,281.81
	23	$106,646.35	$8,887.20	$7,554.12	$1,333.08
	24	$110,912.20	$9,242.68	$7,856.28	$1,386.40
	25	$115,348.69	$9,612.39	$8,170.53	$1,441.86
Fifth Renewal	26	$119,962.63	$9,996.89	$8,497.35	$1,499.53
	27	$124,761.14	$10,396.76	$8,837.25	$1,559.51
	28	$129,751.59	$10,812.63	$9,190.74	$1,621.89
	29	$134,941.65	$11,245.14	$9,558.37	$1,686.77
	30	$140,339.32	$11,694.94	$9,940.70	$1,754.24

Exhibit B

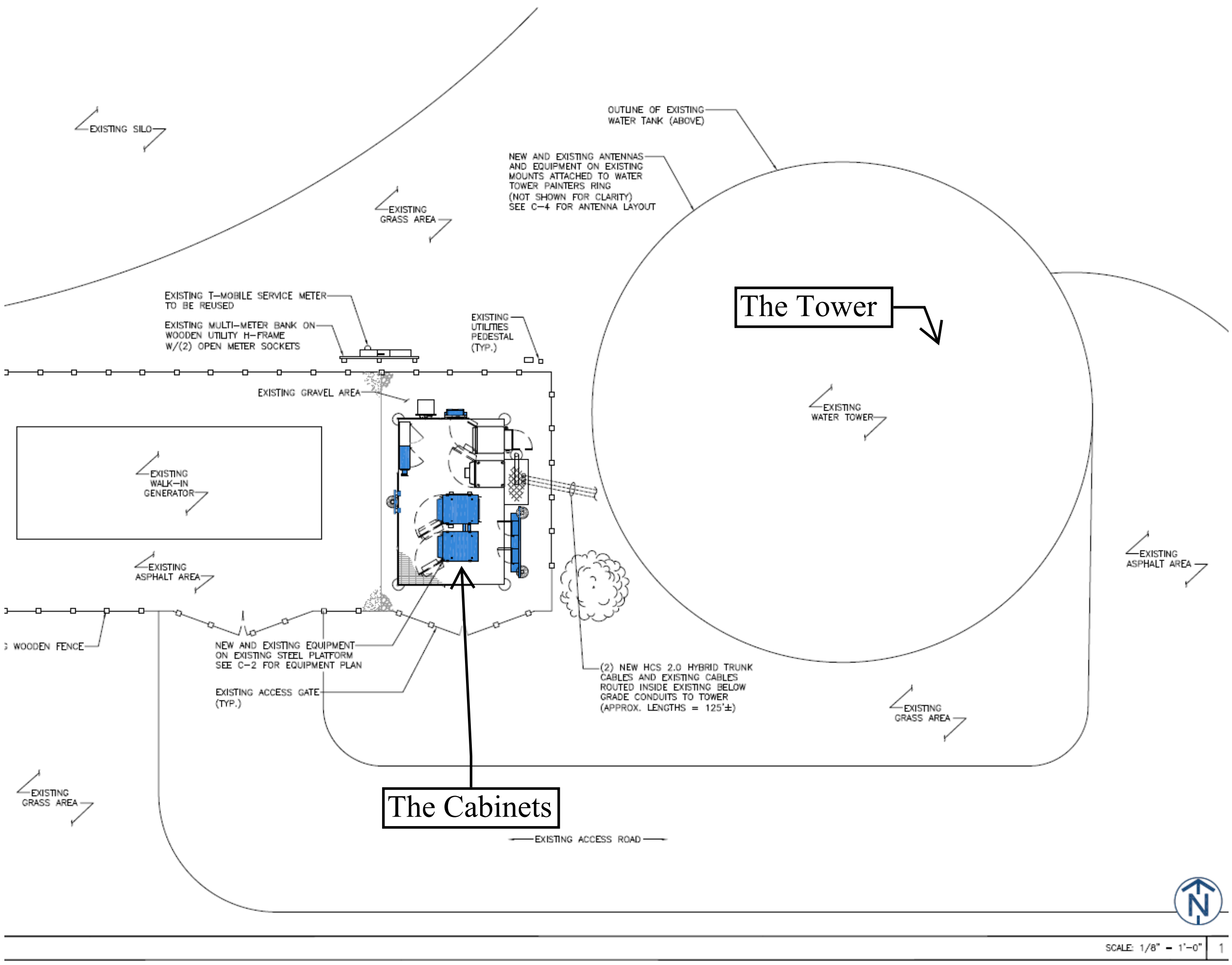
Depiction of Premises



<u>Exhibit B</u>

(continued)

Depiction of Premises



LICENSE AGREEMENT
Between the City of Madison and T-Mobile
For the Placement of Communication Facilities at 910 S. High Point Road

THIS OPTION AND LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Madison, a Wisconsin municipal corporation having a mailing address of City of Madison, Economic Development Division, Office of Real Estate Services P.O. BOX 2983 Madison WI 53701-2983 ("**Licensor**") and T-Mobile Central LLC, Delaware limited liability company, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006 ("**Licensee**").

BACKGROUND

WHEREAS, Licensor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1,** together with all rights and privileges arising in connection therewith, located at 910 S. High Point Road, Madison, WI 53719, (collectively, the "**Property**").

WHEREAS, Licensor owns a self-supporting water tower on the Property ("**Tower**").

WHEREAS, Licensor desires to grant to Licensee the right to use a portion of the Property and certain space on the Tower in accordance with this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. PRIOR LICENSE. Licensor entered into a license agreement with Licensee's predecessor-in-interest Sprint Spectrum L.P. ("**Sprint**") pursuant to that certain License dated March 19, 1998 ("**Prior License**"). The Prior License expired on February 28, 2018 and Sprint and its successor-in-interest, Licensee, continued to operate on a month to month basis at the Tower under the terms of the Prior License with Licensor's consent. Licensor and Licensee acknowledge and agree that the Prior License shall terminate effective as of 11:59:59 pm on the day immediately prior to the Commencement Date of this Agreement ("**Prior License Termination Date**") as if such date were originally stated to be the termination date of the Prior License and shall thereafter be replaced in its entirety by this Agreement. The termination of the Prior License shall be effective without further documentation. Any license fee payments received by Licensor pursuant to the Prior License for periods following the Prior License Termination Date will be applied as a credit against the Rent due and owing pursuant to this License.

2. LICENSE. This Agreement shall be effective on the Effective Date of this Agreement whereby Licensor grants to the Licensee, and Licensee hereby accepts, the right to use the Premises for the placement of a Communication Facility, as defined in Section 3 below (the "**License**"). Licensor's exercise of its rights under this License shall be on the terms and conditions set forth in this Agreement.

3. PERMITTED USE.

(a) Subject to the special conditions contained in Exhibit 3 (intentionally omitted), and only after the Term Commencement Date, as defined below in Section 4, Licensee may continue to use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Licensee further, upon prior notice to Licensor has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "**Permitted Use**"). If **Exhibit 2** (intentionally omitted) includes drawings of the most recent installation of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 2**.

(b) Prior to contacting Licensor, Licensee shall consult Licensor's agent, Terabonne, LLC, for any engineering, design, leasing and easement matters at info@terabonne.net. For any operational or access matters, Licensee shall contact City Operations at 608-266-4768.

(c) Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install warning signs to make individuals aware of risks and install any other control measures reasonably required by Licensee's safety procedures or applicable law.

(d) In the event Licensee desires to modify or upgrade the Communication Facility or disturb the ground outside the Premises, Licensee shall first obtain Licensor's consent, not to be unreasonably withheld, conditioned or delayed. Licensee installations that require a structural analysis shall require the stamp approval of a structural engineer licensed in the State of Wisconsin and Licensor's consent, which shall not be unreasonably withheld, conditioned or delayed, it being understood that Licensor reserves the right to review Licensee's engineering plans prior to such consent. Nothing in this Agreement grants Licensee the right to load the Tower up to 100% structural capacity. In the event the Licensor requires the expertise of a third-party engineer/consultant to review the installation of the Communication Facility, or any future modifications to the Licensee's Communication Facility on the Tower and/or Shelter, the Licensee shall be required to reimburse Licensor reasonable actual costs incurred by Licensor as a result of hiring said engineer/consultant, not to exceed Five Thousand and 00/100 Dollars ($5,000) per review. Licensor shall provide sufficient supporting documentation and detailed invoices evidencing such reasonable actual costs to Licensee within Sixty (60) days of the date on which such costs were incurred, in order for Licensor to be entitled to such reimbursement. Such third-party review shall include, but not be limited to, the following: the review of plans and specifications; review of structural, interference, and other reports; and on-site inspections and meetings. All fees and invoices must be paid within Forty-Five (45) days after Licensor sends the Licensee an invoice for the same together with reasonable supporting documentation evidencing such fees as set forth herein.

(e) In the event Licensor consents to Licensee's modification, within Thirty (30) days following any modification to the Communication Facility, the Licensee shall provide the Licensor with an as-built construction drawings showing the actual location of the Communication Facility installed on the Premises, and of all installations and accessories on the Tower. Said drawings shall be accompanied by a complete and detailed inventory of all equipment installed on the Property. All antennas, radios, brackets, attachments, cables and equipment, not in use, shall be removed from the Tower and updated in all current structural drawings.

(f) Licensee shall have the right to park vehicles only within the Premises or designated access easement areas, as depicted in Exhibit 2 (intentionally omitted).

(g) Licensee agrees to join and maintain membership in Diggers Hotline and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this Agreement.

(h) In the event Licensee desires, after the initial construction period or after any future upgrade or modification projects, to bring onto the Property "**Heavy Equipment**" which is defined as any vehicle with more than Two (2) axles, or any trailers, or any vehicle and equipment designed to extend above 6 feet, such as bucket trucks, scaffolds, or cranes that pose risks to people, traffic or property below, Licensee shall first notify Licensor and shall pay Licensor a fee of Five Hundred Dollars ($500.00) for each day any Heavy Equipment is on the Property.

(i) Licensor shall not be liable for any damage within the Premises except to the extent caused by the gross negligence or willful misconduct of the Licensor.

4. <u>TERM.</u>

(a) The initial license term will be Five (5) years (the "**Initial Term**"), commencing on the Effective Date (the "**Term Commencement Date**"). The Initial Term will terminate on the end of the Fifth (5th) anniversary of the Term Commencement Date.

(b) This License will automatically renew for Five (5) additional Five (5) year term(s) (each additional Five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this License at least ninety (90) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) If Licensee remains in possession of the Premises after the termination of this License, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement, provided the Rent during the Holdover Term shall be equal to One Hundred Fifty percent (150%) of the Rent at termination or expiration of the License.

(d) The Initial Term, any Extension Terms, and any Holdover Term are collectively referred to as the "**Term**."

5. <u>RENT.</u>

(a) Commencing on the first day of the month following the Effective Date (the "**Rent Commencement Date**"), Licensee will pay Licensor on or before the Fifth (5^{th}) day of each calendar month in advance, Three Thousand Seven Hundred Fifty Dollars ($3,750.00) (the "**Rent**"), at the address set forth to the following payees:

a) Eighty-Five percent (85%) of all payments shall be made to the City Treasurer, referenced to Real Estate Project No. 4118, and sent to Economic Development Division, Office of Real Estate Services P.O. BOX 2983 Madison WI 53701-2983, their respective heirs and assigns.
b) Fifteen percent (15%) of all payment shall be sent to Bella Ranch, LLC., 30 North Gould Street, Suite R, Sheridan, WY 82801 or its heirs and assigns;

Nothing herein shall be deemed to imply that Bella Ranch has any rights as Licensor or otherwise under this Agreement, or that any changes to the Agreement must be approved by Bella Ranch (except for changes to the payment due to Bella Ranch, as expressly set forth in this Section 5(a)). Neither the Rent payees nor their respective percentage shares listed above may be changed without the prior written approval of both payees. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Licensee to Licensor within Sixty (60) days after the Rent Commencement Date.

(b) On the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter for the duration of the Term, Rent will increase by Four (4%) over the Rent payable during the immediately preceding year.

(c) All charges payable under this Agreement such as utilities and taxes directly attributable to Licensee's use of the Premises shall be billed by Licensor. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Licensor. Any charges payable under this Agreement other than Rent shall be billed by Licensor to Licensee within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) A License Fee Schedule showing the Rents due from the Initial Term through the Extension Terms is attached as Exhibit 4 (intentionally omitted) for the use and reference by the parties.

6. <u>APPROVALS.</u>

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all Government Approvals. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

(b) Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals.

(d) Licensor's consent shall be required for all zoning plans and construction drawings prior to submittal for governmental approvals, including any subsequent changes to survey drawings, and any drawings affecting changes to access and utility easements, zoning drawings, and construction drawings, which consent shall not be unreasonably withheld, delayed, or conditioned.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on Thirty (30) days prior written notice, if the other party remains in default under Section 16 of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Licensee, upon written notice to Licensor, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

8. INSURANCE. The Licensee shall carry commercial general liability insurance per ISO form CG 00 01 or its substantial equivalent covering as insured the Licensee and including the Licensor and Terabonne Inc, their officers, officials, agents, employees as additional insureds by endorsement as respects this License, with a limit of Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate. This policy shall also provide contractual liability coverage in the same amount and apply on a primary and noncontributory basis. Licensee shall provide the Licensor Thirty (30) days advance written notice of cancellation or non-renewal of the policy unless replaced during the term of this License. As evidence of this coverage, the Licensee shall furnish the Licensor with a certificate of insurance on an ACORD form, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this License is in effect, the Licensee shall provide a renewal certificate to the Licensor for approval. Notwithstanding the foregoing, the Licensee shall be entitled to self-insure all or part of the foregoing insurance coverages. However, if the Licensee self-insures and ceases to self-insure to the standards required above or is unable to provide continuing evidence of financial ability to self-insure to these standards, the Licensee shall promptly obtain the commercial general liability insurance required above. Furthermore, the Licensee shall provide the Licensor with defense and self-insurance coverage on a primary and non-contributory basis, as if the Licensor were an additional insured under the Licensee's insurance policies.

9. INTERFERENCE.

(a) The Licensee's installation, operation, and maintenance of the Communication Facility shall not damage or interfere in any way the Licensor's Tower operations or related repair and maintenance activities or with such activities of other licensees on the Property. The Licensee agrees to cease all such actions which materially interfere with the Licensor's use of the Tower immediately upon actual notice of such interference, provided however, in such case, the Licensee shall have the right to terminate the License. Licensor, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve the Property, excluding the Communication Facility, in connection with Tower operations as may be necessary, including licensing part of the Tower and/or the Property to others, subject to the terms hereof. Except in cases of emergency, Licensor will endeavor to provide the Licensee with written notice in advance of any scheduled repair, maintenance, alteration or improvement of the Property. The Licensee agrees to reimburse the Licensor for any additional repair, maintenance, alteration or improvement costs which the Licensor incurs as a direct result of the Licensee's Communication Facility being located on the Tower. Licensor must notify Licensee of such repairs and Licensee shall have sixty (60) days to correct on its own. Licensor shall attempt to minimize, at no additional expense to the Licensor, any disturbance to the Licensee's operations during such repairs, maintenance, alterations or improvements. Should Licensor's activities interfere with the Licensee's operation, Licensor shall, if feasible, allow the Licensee to install temporary facilities, at Licensee's sole cost, at an agreed upon location on the Property until such activities are completed.

(b) Licensor does not guarantee to the Licensee subsequent noninterference with the Licensee's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency requests a license and/or permission to place any type of additional antenna or transmission facility on the Tower, the following procedures shall govern to determine whether such antenna or transmission facility will interfere with the Licensee's transmission operations:

If the Licensor receives any such request, the Licensor shall submit a proposal complete with all technical specifications reasonably requested by the Licensee to the Licensee for review for noninterference; however, the Licensor shall not be required to provide the Licensee with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. The Licensee shall have Thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said Thirty (30) day period shall be deemed consent by the Licensee to the installation of antennas or transmission facilities pursuant to said proposal. If the Licensee gives notice of objection due to interference during such Thirty (30) day period and the Licensee's objections are verified by the Licensor to be valid, then the Licensor shall not approve such proposal unless the third party modifies the proposal in a manner determined, in the Licensor's reasonable judgment, to adequately reduce the interference. In that case, the Licensor may approve the proposal.

Licensor shall not cause or permit the construction of communications towers or structures on the Premises or Property that interfere with Licensee's Permitted Use.

(c) In the event of electronic interference, Licensor shall reasonably cooperate with Licensee's technical team to identify the source of the interference and determine the method to cease the electronic interference.

(d)

(e) The Licensee's use and operation of the Communication Facility shall not interfere with the use and operation of other communication facilities on the Property which pre-existed the Communication Facility. If the Communication Facility causes interference, Licensee shall take all measures reasonably necessary to promptly correct and eliminate the interference. If the interference cannot be eliminated within Five (5) days after the Licensee has actual notice of this interference, the Licensee shall immediately cease operating its Communication Facility until the interference has been eliminated (except for periodic testing pursuant to FCC regulations and generally accepted industry standards). If the interference cannot be eliminated within Thirty (30) days, the Licensee shall have the right to terminate this Agreement. If the interference cannot be eliminated within One Hundred Twenty (120) days, the Licensor may revoke this Agreement.

(f) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility. This Agreement does not grant Licensee the exclusive right to operate telecommunications facility on the Property and the Parties acknowledge that the Licensor will continue to use the Tower and shall have the right to lease or grant other licenses to one or more entities on the Tower, provided that any such subsequent use, lease, or license shall not interfere with the Licensee's rights under this Agreement as provided in this Section 9.

10. <u>INDEMNIFICATION.</u> The Licensee shall be liable to and agrees to indemnify, defend and hold harmless the Licensor and Terabonne Inc, and their officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Licensor or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Licensee and/or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Agreement, whether caused by or contributed to by the negligent acts of the Licensor, its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of this Agreement.

11. WARRANTIES.

(a) Each of Licensee and Licensor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Licensor represents, warrants and agrees that: (i) Licensor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) to the best of the Licensor's knowledge, the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases or any other agreements which would adversely affect Licensee's Permitted Use and enjoyment of the Premises; Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Licensor; (iv) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Licensor will make reasonable efforts to provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest.

(c) Licensor makes no representations or warranties as to the suitability of the Premises for Communication Facilities, or as to the condition of the Premises. By accepting this License, Licensee accepts the Premises as suitable for the purposes for which it is licensed. Licensee also accepts the Premises and every part thereof in an as-is condition, with all defects, except for latent defects.

12. ENVIRONMENTAL.

(a) Licensor represents and warrants, except as may be identified in **Exhibit 3** (intentionally omitted) attached to this Agreement, (i) to the best of Licensor's knowledge and without Licensor's inspection, the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) to the best of Licensor's knowledge and without Licensor's inspection, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Licensee represents and warrants that its use of the Property will not generate any hazardous substance, and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. Licensee further agrees to hold the Licensor harmless from and indemnify the Licensor against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the Licensor, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

13. <u>ACCESS.</u>

(a) At all times throughout the Term of this Agreement, Licensee, Licensee and its employees, agents, and subcontractors shall have pedestrian and vehicular access ("**Access**") to and over the Licensor's Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Licensee may access the Premises during ordinary business hours of 8:00 AM – 5:00 PM, Monday through Friday, excepting government holidays therefrom, for regular maintenance and repairs, by first providing notice to Licensor at 608-266-4768 provided, however, in the event of a bona fide emergency where service outage is involved, which shall be deemed to include any outage or failure of the Communication Facility, Licensee shall have Twenty Four (24) hours per day, Seven (7) days per week emergency Access to the Premises by providing Licensor reasonable notice of any such emergency access as soon as reasonably practicable in light of the emergency circumstance, by contacting Licensor at 608-266-4768.

(b) Any additional keys required for such access shall be paid for by Licensee at Five Hundred Dollars ($500) each. If special gates/locks are required to provide Licensee with full daily access, then Licensee shall pay for the cost of that installation and maintenance. As may be described more fully in **Exhibit 2** (intentionally omitted), Licensor grants to Licensee an easement for such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access to Licensee.

(c) Licensee must accept road conditions in their current and future states. Licensor does not warrant road conditions fit for any particular use or purposes and has no obligations to maintain any roads for Licensee. Notwithstanding the foregoing, Licensee shall be responsible for the cost of damage only to the extent such damage is caused by Licensee. Together with the invoice, Licensor shall provide Licensee with evidence documenting to what extent the damage was caused by Licensee's use.

(d) Licensee shall have the right to park vehicles only within the Premises or designated areas.

(e) At all times during which the Licensee has access to the Premises, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Premises are properly secured when not in use in order to prevent unauthorized access to the Premises. The Licensee shall be assessed a penalty of Two Thousand Dollars ($2,000.00) for each instance of non-compliance with the requirements of this Subparagraph, payable within Thirty (30) days after Licensee's receipt of notice and invoice from the Licensor; and, in the event that curing such violation requires the Licensee to access the Premises, the Licensor shall grant the Licensee such access as soon as reasonably possible after providing notice of such violation.

(f) If Licensee elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, but not take off nor land the UAS on the Property or Premises, and consents to the use of audio and video navigation and recording of the Premises in connection with the use of the UAS.

(g) Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee may incur damages. If Licensor fails to provide the Access granted by this Section 13, such failure shall be a default under this Agreement. Notwithstanding Access granted by this Section 13, Licensor, in its sole discretion, reserves the right to deny access during high fire hazard or other hazardous conditions without incurring damages, except in the case of an emergency, in which case, Licensee shall have Access as provided herein.

14. <u>REMOVAL/RESTORATION.</u> All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during or after the Term, except for utilities installed by the utility company, including power meters. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during or after the Term. Within One

Hundred Twenty (120) days after the latter of the end of the Term and cessation of Licensee's operations at the Premises, Licensee shall remove its Communications Facility, including all footings and foundations to three feet below grade, and Licensee will restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted. Licensee will repair any damage to the Property resulting from Licensee's removal activities. Licensee shall continue to pay Rent during the 120-day removal period in an amount that is the same as that which was paid for the month immediately prior to expiration or termination. Any portions of the Communication Facility that Licensee does not remove within such 120-day period shall be deemed abandoned and owned by Licensor, upon written notice to Licensee. Thereafter, Licensor may remove all Licensee's Communications Facility and restore the Premises to its original condition, wear and tear and underground utilities excepted. Licensor shall invoice Licensee for Licensor's actual out of pocket costs incurred in such removal, plus fifteen percent (15%), to be paid to Licensor within Forty Five (45) days of Licensee receipt of an invoice therefor. Notwithstanding the foregoing, Licensee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Licensee be required to remove from the Premises or the Property any underground utilities. Licensee shall continue to pay Rent until the Communication Facility is removed in accordance with this Section 14. All rights to access and utility easements, of record and not of record, shall cease and be considered terminated at the expiration or termination of this Agreement and any portions of the Communication Facility that remain within such access or utility easements or rights of way shall be deemed abandoned and owned by the Licensor in accordance with the terms of this Section 14.

15. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, free of any debris, reasonable wear and tear and damage from the elements excepted and in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. Maintenance responsibilities include, but shall not be limited to, any required paving, general repairs, removal of garbage and debris, snow removal, landscape and upkeep when accessing the site for its own use only. Licensor has no obligations to maintain road conditions or warrants their fit for any particular uses or purposes. Licensee must accept road conditions in as-is conditions. Licensee shall not use the Premises for storage, including but not limited to the storage of equipment or hardware, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.

(b) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor shall have no obligation to provide utility services to Licensee. Existing utility infrastructure will be utilized where possible for Licensee's separate utilities. If new utility service is needed Licensor hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Licensee an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of initially constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises, at locations and upon conditions approved in writing by Licensor. Upon Licensee's or service company's request, Licensor will execute a separate recordable easement evidencing this grant. Licensee or service company shall compensate Licensor for any actual out of pocket expenses borne by Licensor to provide the easement document. Licensee shall obtain the prior written approval of Licensor regarding any work activities outside of the Premises and within the easements. Licensee shall not interfere with Licensor's normal operations nor harm the Property.

(c) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises directly to the utility company

(d) Licensee, shall cooperate with Licensor's maintenance and upgrade activities. This cooperation includes but is not limited to Licensor's general property maintenance activities, construction upgrades or enhancements to the Tower as may be required from time to time with increased use of the Tower's structural capacity.

16. <u>DEFAULT AND RIGHT TO CURE; TERMINATION.</u>

(a) In addition to the occurrences set forth in subsections (c) and (d) below, the following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than Thirty (30) days after written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this Agreement within Forty Five (45) days after written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, then Licensor will have the right to exercise any and all rights and remedies available to it under law and equity. Failure of Licensor to declare this License revoked upon the breach or default of the Licensee for any reason set forth in this Section 16 shall not operate to bar or destroy any right of Licensor to revoke this License for any subsequent breach or default of any term or condition of this License.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises in accordance with the provisions in Section 13 within a reasonable period after written notice of such failure; (ii) Licensor's failure to assist in curing an interference problem as required by Section 9 within a reasonable period after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within Forty Five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have any and all other rights available to it under law and equity.

(c) The following occurrences shall constitute an act of default by the Licensee under this Agreement, and are subject to the provisions of paragraph (a) above:

1. The failure of the Licensee to make any payment due under this License at any time following the filing by the Licensee of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against the Licensee and the adjudication of the Licensee as bankrupt pursuant to such proceedings.
3. The taking by a court of competent jurisdiction of the Licensee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
4. The appointment of a receiver of the Licensee's assets.
5. The divestiture of the Licensee's interest herein by other operation of law, except as permitted in Section 17.
6. The Licensee's use of the Premises for an illegal purpose.

(d) In the event that the Licensee shall fail to maintain insurance as required by this License, Licensor may elect to: (a) immediately revoke this License and cause the removal of the Communication Facility installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this License and charge the Licensee the cost of same as an Additional Fee. In the event of revocation under this paragraph, any License Fee that has been prepaid shall be retained by Licensor as liquidated damages.

(e) The Licensee shall have the right to give notice to terminate this License at any time during the Term of this License by giving Licensor a minimum of One (1) year's written notice of termination. In the event of termination under this paragraph, the date of termination must coincide with the last day of the then-current Term.

(f) The primary purpose of the Tower is to support Licensor's municipal water distribution and communication uses. As such, the Licensor shall have the right to terminate this License, at any time during the Term, in the event Licensor determines, in its sole and absolute discretion, that the Tower is no longer necessary for municipal water distribution uses or if the Tower no longer supports communication municipal uses. Licensor shall provide Licensee notice of such termination with no less than twelve (12) months written notice.

17. **ASSIGNMENT.** Licensee will have the right to assign this Agreement for the Premises and its rights herein, in whole or in part, subject to Licensor's consent, which shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Licensee will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor, to Licensee's Affiliate (defined below) or to any entity which acquires all or substantially all of the Licensee's assets by reason of a merger, acquisition, or other business reorganization. Upon obtaining Licensor's written consent and completing such assignment or upon completion of assignment if no such consent is required, Licensee will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Should Licensor, at any time during the Term, sell or transfer all or any part of the Property to a purchaser other than Licensee, such transfer shall be subject to this Agreement and Licensor shall require any such purchaser or transferee to recognize Licensee's rights under the terms of this Agreement in a written instrument signed by Licensor and the third-party transferee. Licensee shall not have the right to lease, sublease or grant licenses to the Premises.

18. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Licensee:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site No. ML83097A

If to Licensor:
City of Madison
Economic Development Division
Office of Real Estate Services
Madison Municipal Building
215 Martin Luther King, Jr. Boulevard
P.O. Box 2983
Madison, WI 53701-2983

With a copy to:
Terabonne, Inc.
P.O. Box 6257
Edmonds, WA 98026

Either party hereto may change the place for the giving of notice to it by Thirty (30) days' prior written notice to the other party hereto as provided herein.

19. **CONDEMNATION.**

(a) In the event the Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of this License, and the reversion and fee interests, shall belong to Licensor without any deduction therefrom for any present or future estate of the Licensee, and the Licensee hereby assigns to Licensor all of its right, title and interest to any such award. However, the Licensee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Licensee on account of interruption of the Licensee's business and for moving and relocation expenses and any other award available to Licensee that is not attributable to Licensor's title to or interest in the Property.

(b) In the event the whole of the Premises or any part thereof shall be taken or condemned so that the balance cannot be used for the same purpose and with substantially the same utility to the Licensee as immediately prior to such taking, this License shall terminate upon delivery of possession to the condemning authority and any License Fee that has been prepaid for the period following the termination shall be prorated on a per diem basis and refunded to the Licensee unless the Licensee will receive compensation for any prepaid License Fee from the condemning authority.

(c) In the event of a taking of any portion of the Premises not resulting in a termination of this License, Licensor shall use so much of the proceeds of Licensor's award for the Premises as is required therefor to restore the Premises to a complete architectural unit, and this License shall continue in effect with respect to the balance of the Premises, with a reduction of the License Fee in proportion to the portion of the Premises taken.

(d) In the event of a condemnation of a portion of the Property, Licensor may agree to permit Licensee to place temporary transmission and reception facilities on the Property, at Licensee's sole cost, upon Licensee presentation of a construction drawing that Licensor finds reasonably acceptable, at a mutually agreed upon location but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensee undertakes to relocate the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the relocation of the Communication Facility is complete.

(e) If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, consistent with applicable law, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses and business dislocation expenses so long as Licensee's award does not diminish Licensor's award.

20. **CASUALTY.** Licensor will make a good faith effort provide notice to Licensee of any casualty or other harm affecting the Property within Forty-Eight (48) hours of the casualty or other harm upon discovery. If the Tower is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the Licensor shall have the option to repair or replace the Tower at its sole expense or to terminate the License, without penalty, effective on the date that Licensor provides written to Licensee. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date Licensee provides Licensor written notice of termination pursuant to this Section. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof. In the event that the Tower can no longer support Licensee's equipment, and the License has not been terminated by Licensor or Licensee under this Section, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property upon Licensee presentation of a construction drawing that Licensor finds reasonably acceptable, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. Licensee agrees to restore the Property to its condition prior to the installation of the temporary transmission and reception facility within Thirty (30) days after the same is removed, reasonable wear and tear excepted. The restoration of Licensor's services shall be given the highest priority in the event that any of Licensor's services and the Licensee's telecommunication services are interrupted at the same time, unless otherwise agreed to by Licensor and the Licensee at the time of restoration.

21. **WAIVER OF LICENSOR'S LIENS.** Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent.

22. TAXES.

(a) Licensor is currently a tax-exempt entity and the Property is currently not subject to real estate taxes or assessments. In the event that Licensor is required to pay to taxes, Licensee shall be responsible for and pay, before delinquency, (i) any real estate taxes and assessments attributable to and levied upon Licensee's improvements on the Premises if and as set forth in this Section 22 and (ii) all municipal, county and state or federal personal property taxes assessed against any interest of the Licensee in the Premises or assessed against the Communication Facility. Licensee shall make commercially reasonable efforts to pay taxes associated with its license improvements directly to the taxing authority without requiring Licensor to pay Licensee's share of taxes so as to avoid Licensor managing any tax payments on behalf of Licensee.

(b) If it is not possible to pay taxes directly to the taxing authority, and in the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's license improvements on the Premises, Licensor shall provide Licensee with copies of each such notice, then Licensee shall reimburse Licensor for the tax or assessments identified on the notice of assessment on Licensee's license improvements, which has been paid by Licensor within Thirty (30) days of receipt of such notice.

(c) For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. If the taxing authority requires Licensee to institute any legal, regulatory, or informal action in the name of the Licensor, Licensor shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee.

23. SALE OF PROPERTY.

(a) Licensor may sell the Property or a portion thereof to a third party, provided the sale is made subject to the terms of this Agreement.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within Ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this Section 23(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

1. Old deed to Property
2. New deed to Property
3. Bill of Sale or Transfer
4. Copy of current Tax Bill
5. New IRS Form W-9
6. Completed and Signed Licensee Payment Direction Form
7. Full contact information for new Licensor including phone number(s)

(c) The provisions of this Section 23 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

24. **LICENSOR'S RIGHT OF ENTRY**. Licensor and its representatives shall have the right to enter upon the Premises (but shall not have access to any interior space without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the Licensor) at any reasonable time for the following purposes:

(a) To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Agreement or in the exercise of its police powers.

(b) For the purpose of performing work related to any public improvement, provided that Licensor restore the Premises to a condition equivalent to that which existed on the date Licensor initiated the installation of the public improvement. The Licensee agrees to hold Licensor harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement.

25. RELOCATION. Licensor shall have the right to relocate the Tower (or tank) on the Property during the Term. In the event Licensor desires to relocate the Tower (or tank) on the Property, Licensor shall provide Licensee with One Hundred Eighty (180) days written notice of such relocation along with a rendering depicting the ground equipment location and space on the Tower (or tank) that Licensee may relocate its Communications Facility at a new location on the Property. Licensee, may, at its discretion, elect to relocate its Communications Facility to the new location on the Property, at its sole cost and expense or Licensee may terminate this Agreement, upon written notice, without penalty. In the event, Licensee requires a temporary communications facility on the Property so as to avoid any network outages, Licensor shall take commercially reasonable steps to cooperate with Licensee on identifying a temporary location acceptable to both Licensor and Licensee for the placement of a temporary communications facility on the Property, so long as Licensee continues to pay Rent.

26. TOWER COOPERATION. Licensee, shall cooperate with Licensor in Licensor's efforts to maintain, repair, upgrade or enhance the Tower, at Licensee's sole cost and expense. The cooperation described in this Section 26 includes, and is not limited to, the temporary removal of equipment, antenna, cabling or brackets by Licensee.

27. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **RF Emissions.** The Licensee shall be responsible for ensuring that the Communication Facility does not cause radio frequency ("RF") emissions that are in excess of the safe limits established by the FCC ("RF Standards"). Before installing or making any modifications to the Communication Facility, the Licensee shall survey the existing RF environment at the Property. By installing the Communication Facility, the Licensee shall be deemed to have represented to the Licensor that the Communication Facility shall not itself violate, or, in conjunction with other RF sources located at the Property as of the Effective Date, exceed the RF Standards. The Licensee shall provide the Licensor with safety recommendations that address the protection of those who must be on the Property due to maintenance, repair, or other activities related to the operations carried out at the Property. The Licensee shall cooperate with the Licensor in reducing RF exposure to maintenance personnel by powering down, or powering off, the Communication Facility, as necessary, during periods of maintenance at the Property. The Licensor shall provide the Licensee with as much advance notice of any such maintenance as is reasonably available.

(c) **Rights Upon Expiration, Revocation or Termination**. Upon the expiration, revocation or termination of this License for any cause, the Licensee's rights in the Premises and its obligations hereunder (except any obligations that by their nature or by their language survive termination) shall cease, and the Licensee shall immediately surrender the Premises, subject to the provisions of Section 14.

(d) **Compliance with Law**. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's use of the Communication Facility on the

Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any improvements on the Property. The Licensee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Licensee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state of Wisconsin, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (vii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of Licensee using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(n) **Free of Encumbrances/Liens**. The Licensee shall in no way encumber, or allow to be encumbered, the Licensor's title to the Premises. Licensee shall keep the Premises and the Property and Licensor's interest therein free from any liens arising from any work performed, materials furnished or obligations incurred by or on behalf of Licensee. Licensee indemnifies Licensor for, and agrees to defend with counsel acceptable to Licensor, and hold Licensor harmless from and against, all liability, loss, damages, costs or expenses, including but not limited to attorneys' fees, expenses and court costs incurred in connection with any such lien. Within thirty (30) days after the filing of any such lien, Licensee shall either discharge or cancel such lien of record. If Licensee desires to contest any such claim of lien, Licensee will cause such lien to be released of record by bonding off said lien or by posting adequate security with a court of competent jurisdiction as may be provided by Wisconsin law. If Licensee fails to so discharge or bond such lien within thirty (30) calendar days after written demand from Licensor, Licensor may, at its option, bond or discharge the same by paying the amount claimed to be due, and 115% of the amount so paid by Licensor, including the maximum allowable actual attorney's fees paid by Licensor under Wisconsin law to defend against such lien or procure the bonding or discharge of such lien be due and payable within 30 days upon demand by Licensee to Licensor.

(o) **Quality of Work**. Work shall be performed in a high-quality manner. The completely constructed Communication Facility shall be free of debris and no unused parts or remnants shall be stored in or around the Premises or Property. Access easements and any areas disturbed by Licensee due to construction staging, parking, and equipment storage shall be repaired and restored to their pre-construction state to Licensor reasonable satisfaction.

(p) **As-Built**. Within 30 days after the completion of construction of the Communication Facility, Licensee shall provide Licensor with a close out package in PDF format containing construction drawings, zoning approval documents, building permits, and photo documentation of the Communication Facility at the time of construction completion as part of Licensor's permanent records for the Premises.

(q) **Non-Discrimination**. In the performance of the services under this License, the Licensee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Licensee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

(r) **Accessibility**. The Premises shall conform where applicable to the accessibility provisions of the Wisconsin Administrative Code, Madison General Ordinance 39.05, the Federal Fair Housing Act as amended, and the Americans with Disabilities Act, regarding accessibility for the use of the Premises by the Licensee's employees, with all costs of compliance to be paid by the Licensee.

(s) **Subordination**. This Agreement is subordinate to rights and privileges granted by the Licensor to public and private utilities across, over or under the Premises. The Licensee shall subordinate its rights in this License, without compensation, at the request of the Licensor to provide easements and rights-of-way for all public and private utilities across or along the Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Premises by the Licensee under the terms of this License.

(t) **Authorized Agent.** The Director of the City's Economic Development Division or the Director's designee is hereby designated as the official representative of the Licensor for the enforcement of all provisions of this License, with authority to administer this Agreement lawfully on behalf of the Licensor.

(u) **Conflict of Interest**. The Licensee warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this License. The Licensee shall not employ or contract with any person currently employed by Licensor for any services included under the provisions of this License.

(v) **Third Party Rights**. This License is intended to be solely between the parties hereto. No part of this License shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

(w) **Goodwill**. Any and all goodwill arising out of this License inures solely to the benefit of Licensor; the Licensee waives all claims to benefit of such goodwill.

(x) **Prior License Holdover.** As an inducement for Licensor to enter into this Agreement with Licensee, Licensee shall make a one-time payment of two thousand one hundred thirty-three and 00/100 dollars ($2,133.00) within sixty (60) days of Effective Date to compensate Licensor for underpaid rent referencing from the expiration date of the Prior License.

(y) **Severability**. If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the Parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the Parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the Parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, the provision held invalid, illegal or unenforceable shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(z) **Counterparts**. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

(aa) **Public Record**. A Memorandum of Agreement (**Exhibit 5** (intentionally omitted)) will be recorded by the Licensor at the office of the Dane County Register of Deeds upon the Term Commencement Date.

EXHIBIT 1

DESCRIPTION OF PROPERTY

Legal Description of the Property:

The Property

Lot 1 of Dane County Certified Survey Map No. 2202 recorded in Volume 8, Page 456, in the office of the Dane County Register of Deeds, located in the NW1/4 of the NW1/4, Section 35, Town 7 North, Range 8 East, Town of Middleton, Dane County, Wisconsin.

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MEMORANDUM

Date: October 29, 2025

To: Mayor Satya Rhodes Conway
City of Madison Common Council
City of Madison Finance Committee
City of Madison Water Utility Board

From: Pete Holmgren, P.E. – Chief Engineer, Water Utility
Lance Vest – Real Estate Specialist, Office of Real Estate
Krishna Kumar – General Manager, Water Utility

Subject: Authorizing the execution of a License Agreement with T-Mobile Central LLC for premises at the water tower located at 910 S. High Point Road.

RECOMMENDATION

Staff recommends authorizing the execution of a license agreement with T-Mobile Central LLC ("T-Mobile") for premises at the Madison Water Utility ("MWU") water tower located at 910 S. High Point Road for telecommunications purposes.

BACKGROUND

The City currently has a number of license agreements in place that allow for the attachment of telecommunications equipment to City-owned property in various locations throughout Madison. These agreements generate revenue for City agencies and are beneficial to the telecommunications companies for building out their networks. The most common agreements are on parcels with water towers – owned and managed by MWU – because of the towers' height and transmittal potential. These license agreements often run for 20 to 30 years and over time, the status of these agreements can generally range from "active" (as originally agreed); "expired" but in a holdover (continued as-is) state; or active with pending equipment change requests that necessitate renegotiating the terms of the existing agreements. Furthermore, there exists the capacity for the City to accommodate "new" license agreements at many of their sites.

Ongoing and accelerating changes to telecommunications equipment, technology, and standards over the decades have made it difficult for current City staff – particularly in the Water and Real Estate agencies, where agreements are primarily negotiated and evaluated – to ensure that these agreements are appropriately valued and managed in ways that best benefit the City.

In the fall of 2023, the Water and Real Estate agencies worked with City Purchasing to write up and issue a Request for Proposals (RFP) for consulting services related to telecommunications lease negotiations and evaluations. Specifically, proposals were sought for services related to:

- Assisting in negotiating amendments to existing license agreements.
- Assisting in negotiating new license agreements
- Providing engineering services to:
  - Review new equipment change requests from licensees for items including but not limited to:
    - Appropriate site configuration (placement, accessibility, aesthetics, etc.)
    - Structural integrity and certification; engineering analysis as appropriate
    - Acceptability by City agencies to accommodate their primary site and business needs
- Reviewing/auditing existing equipment installations and documentation to:
  - Ensure compliance on City sites
  - Facilitate corrective actions by licensees, as appropriate

City Purchasing facilitated and documented the RFP process and results which led to the recommendation of contracting with Terabonne, Inc. (“Terabonne”) for the services outlined above. The contract between Terabonne and the City of Madison became effective in the spring of 2024. Per that agreement, the City does not pay Terabonne directly for any of their services, rather Terabonne will charge their fees directly to the telecommunications companies as part of new license agreements that are established.

In this case, Sprint Spectrum L.P. (“Sprint”), with whom the City had an agreement in place since 1998, is the predecessor-in-interest to T-Mobile. In coordination with (and on behalf of) the City’s Water and Real Estate agencies, Terabonne negotiated new license terms as shown in Exhibits A through C.

FISCAL IMPACTS

The license “Fee Schedule” is presented in Exhibit A of the related documents and shows what is due from T-Mobile as revenue to both the City and Terabonne every month. Compared to the previous agreement with Sprint, the City will immediately realize approximately $6,250 more annually in revenue from this new T-Mobile agreement, and that figure will grow by 4% every year that the agreement remains active.

LEGISLATIVE PATH

1. Common Council (Intro): 9/16/2025
2. Finance Committee: 10/13/2025
3. Water Utility Board: 10/29/2025
4. Common Council (Final): 11/25/2025

ATTACHMENTS

- Memo (this document)
- Exhibit A – License Fee Schedule
- Exhibit B – Depiction of Premises
- Exhibit C – License Agreement

City of Madison

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Madison, WI 53703
www.cityofmadison.com

Master

File Number: 90565

File ID:	90565	**File Type:**	Miscellaneous	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	10/22/2025
File Name:	Annual Election of Board Officers			**Final Action:**	

Title: Annual Election of Board Officers

Notes:

Sponsors:		**Effective Date:**	
Attachments:	Item 3 - Memo - Election of 2026 Board Officers.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	10/22/2025	Refer	WATER UTILITY BOARD			
	Action Text:	This Miscellaneous was Refer to the WATER UTILITY BOARD					

Text of Legislative File 90565

TITLE
Annual Election of Board Officers

.BODY
Annual proceedings to elect officers for Madison Water Utility Board. See attached memo.

Madison Water Utility

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MEMORANDUM

Date: October 29, 2025

To: Water Utility Board

From: Patrick Delmore, Water Board President

Subject: 2026 Board Officer Elections

BACKGROUND

Each year at the board meeting in October, the board elects its own officers from among its members. A brief description of the Water Utility Board and the various officers is given below for ready reference.

Water Utility Board

The Water Utility Board is constituted in accordance with City of Madison ordinance (MGO Sec. 13.01). It is made up of seven voting members and the Director of Public Health (or their designee) as a non-voting ex-officio member. The board is charged with authority for managing and operating the Madison Water Utility, subject to the general control and supervision of the Mayor and the Common Council. The Mayor appoints and the Common Council confirms board members for terms of five years for citizen members (with staggered appointment dates) and one year for the alder members. The Director of Public Health's appointment is ongoing. A quorum of the board consists of four members.

Roles of the Board Officers

Board President – The President of the board is responsible for ensuring the integrity of the board's processes and representing the board as needed to outside parties. The President will chair the board meetings. The President will only vote on matters before the board in order to break a tie.

Board Vice-President – The Vice-President shall serve in the absence of the President and perform such other duties as may be assigned by the President or the board.

Board Secretary – The Secretary's role is to ensure the integrity of the board's documents, serve in the absence of the President and Vice-President, and perform such other duties as may be assigned by the President or the board.

Election procedures

The Board President will call for nominations for the position of Board President, Board Vice President, and the Board Secretary at the October meeting. After each nomination is made, another board member must second the nominated board member. Subsequently a voice vote is conducted, and a majority vote is required for the nomination to succeed. In the event of multiple nominations for a position, the nominee with the highest number of votes will be declared successful. The outcome of the elections of the board officers is recorded in the minutes of the meeting.

In recent years, it has been the practice of the Water Board to keep the same set of officers for 2-3 years for continuity. As part of an orderly succession process, typically, the Vice President is chosen to be the next President, and the Secretary is chosen to be the next Vice President, assuming the persons concerned desire to do so. Rotation begins at the Secretary level.

At the meeting I plan to call for nominations for the position of Board President, Board Vice President, and the Board Secretary and conduct the Board Officers elections for 2026. It is up to the Board to determine whether to follow the general practices of recent years as described above

City of Madison

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File Number: 90566

File ID:	90566	**File Type:**	Miscellaneous	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	10/22/2025
File Name:	Review of Elected and Appointed Official Code of Conduct			**Final Action:**	

Title: Review of Elected and Appointed Official Code of Conduct

Notes:

Sponsors:		**Effective Date:**	
Attachments:	Item 4 - Memo - Review of Elected and Appointed Official Code of Conduct.pdf, Item 4 - Attachment A - Elected and Appointed Official Code of Ethical Conduct.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	10/22/2025	Refer	WATER UTILITY BOARD			

Action Text: This Miscellaneous was Refer to the WATER UTILITY BOARD

Text of Legislative File 90566

TITLE
Review of Elected and Appointed Official Code of Conduct

BODY
See attached memo and corresponding attachment.

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MEMORANDUM

Date: October 29, 2025

To: Water Utility Board

From: Krishna Kumar, General Manager

Subject: Review of Elected and Appointed Official Code of Conduct

RECOMMENDATION

Review the attached Elected and Appointed Official Code of Conduct.

SUMMARY:

The Madison City Council has passed an Elected and Appointed Official Code of Conduct, (Code) which governs the actions of all BCC members. The resolution which adopted the Code requires that each BCC reviews it on an annual basis at one of its meetings. This requires including it on a meeting agenda and having the chair or president provide a brief overview. It has been recommended to make it a practice to complete this requirement at the same meeting that officers are elected on an annual basis.

At the meeting, Board President, Pat Delmore, will provide a brief overview of the Code.

ATTACHMENT:

1. **Attachment A -** Elected and Appointed Official Code of Conduct

City of Madison

Elected and Appointed Official Code of Ethical Conduct

The City of Madison and its elected and appointed officials (alders, mayor, and City board, commission, or committee members) share a commitment to ethical conduct and service to the city and its residents. In alignment with the City of Madison vision to be inclusive, innovative, and thriving, and its mission to provide the highest quality of service for our residents and visitors, City elected and appointed officials shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their position to bully, harass, or abuse others. This Code is designed to communicate the expectation that City elected and appointed officials shall treat City staff and each other with respect and courtesy at all times. This policy is intended to promote an inclusive and positive work environment and working relationships, and prevent unlawful discrimination.

This policy applies to all elected and appointed City officials and applies to any conduct or interaction that occurs at the workplace and at any location or on any platform that can be reasonably regarded as an extension of the workplace, including but not limited to the use of a telephone, voicemail, text messages, video meeting, and/or any social media or online platforms. City staff members, including department and division heads, are governed by APM 3-5(opens in a new window) and APM 2-33(opens in a new window).

City elected and appointed officials, in the performance of their duties, shall create and maintain a welcoming, respectful, and inclusive work environment and shall not engage in abusive, violent, bullying, harassing, discriminatory or other threatening or intimidating behavior or language. Harassment of or discrimination against any person on the basis of any City protected class*(link is external) status or statuses is expressly prohibited.

- **Bullying** is repeated, unwanted, aggressive physical or verbal behavior which hurts another individual, physically, mentally, or emotionally.
- **Harassment** is repeated or egregious unwelcome, intimidating, hostile or offensive actions, words, jokes or comments based on any protected class status or statuses.
- **Discrimination** is unfair treatment of an individual or members of a group based on their protected class status.

Bullying, **harassment**, and **discrimination** are demeaning to others and undermine the integrity of relationships. In the event that these shared objectives are not met, effort shall be taken to notify the individuals of the substance of the issue so that they can resolve it. Self-correction or informal resolution between parties in a timely manner is strongly encouraged, with formal sanctions only as a rare and last option if informal communication and resolution is unsuccessful. Formal sanctions include formal censure

by the Common Council or committee of one of its members, removal of a committee member from the body, or, in limited cases pursuant to [Wis. Stat. § 17.001(link is external)], removal of a Common Council member from office. Per state statute, alders and appointees to BCCs
can only be removed by a vote of the Council for cause, meaning “inefficiency, neglect of duty, official misconduct or malfeasance in office.”

Elected or appointed City officials, upon entering office or being appointed as a BCC member, shall be provided a copy of this policy and shall acknowledge receipt. Failure to acknowledge receipt does not exempt an individual from the requirements of this policy.

The City shall offer trainings and other supports to promote an inclusive and welcoming environment and provide elected and appointed officials with resources to assist them in resolving any issues that may arise.
Please refer to [MGO 3.35 Code of Ethics(link is external)] for regulations on additional aspects of conduct, such as conflicts of interest, use of public office, political activity, and receiving gifts and favors.

**City protected classes: age, arrest record, citizenship status, color, conviction record, credit history, disability, domestic partners, familial status, gender identity, genetic identity, HIV status, homelessness, less than honorable discharge from military, marital status, military/veteran status, national origin/ancestry, non-religious, physical appearance, political beliefs, race, religion, sex, sexual orientation, source of income, student status, unemployment, use or non-use of lawful products off the employer’s premises during non-work hours*

Sexual Harassment - Appendix A

If a person has experienced or witnessed sexual harassment by an alder or member of a City board, commission or committee while such official is on City business, whether on or off City premises, including at City-sponsored events or other events which the alder or appointed individual attends in their official capacity, the Council encourages the following steps:

- If the person feels comfortable and safe, the person can address the matter informally with the alder or appointed individual.
- The person can report the matter to another alder; the alder will connect the person with the Common Council Chief of Staff.
- The person can contact the Council Chief of Staff; the Chief of Staff will connect the person with the appropriate personnel to report their claim.

Prohibited Conduct:

Examples of actions that could constitute sexual harassment include, but are not limited to:

- Preferential treatment in return for submitting to or engaging in sexual conduct
- Making derogatory or demeaning comments about someone's sexual orientation or gender identity (including but not limited to consistently misgendering an individual)
- Name-calling or using slurs with a gender/sexual connotation
- Making sexual comments about appearance, clothing or body parts
- Rating a person's sexuality
- Asking for sex or sexual conduct
- Asking a person for dates in a coercive manner, or repeatedly asking for a date after having been turned down
- Staring in a sexually suggestive manner
- Unwelcome touching, including pinching, patting, rubbing, or purposefully brushing up against a person, making inappropriate sexual gestures
- Unwelcome sharing of sexual or lewd anecdotes or jokes
- Unwelcome sending of sexually suggestive communications in any format
- Sharing or displaying sexually inappropriate images or videos in any format not necessary for work purposes
- Attempted or actual sexual assault

Reporting:

A person who feels that they have been harassed by an alder or an appointed individual while acting in their official capacity may report the matter to the organizer of the event or relevant meeting authority or the Council Office Chief of Staff. The organizer of the event or the meeting authority will be expected to take appropriate action by its applicable policies, regulations, and rules and shall notify the Council Office Chief of Staff.

Examples of appropriate action may include, but are not limited to:

- Requesting the perpetrator to stop the offending behavior immediately
- Conveying the complaint to the Council Office Chief of Staff

The Council Office Chief of Staff will connect the individual reporting the conduct with the Department of Civil Rights, Human Resources, and the City Attorney. After talking to the complainant and, if different, the person who was the alleged subject of the sexual harassment, the Department of Civil Rights, the Human Resources Department, and the City Attorney will decide if an investigation or referral to any other agency is needed. Any action taken as a result of an investigation shall be under the applicable Federal, State or City law or applicable City procedure.

Debriefing:

If the Department of Civil Rights, Human Resources, and the City Attorney complete an investigation upon completion of their investigation they shall debrief the complainant, the respondent, the Council President and the Council Office Chief of Staff on the findings of the investigation.

Release of Summary of Findings or Related Documents:

After consideration of safety-related concerns and confidentiality needs related to the investigation, the Common Council President may issue a public summary of findings.

The City will ensure compliance with Wisconsin's Public Records Laws in release of any required documents, redacting such information as required by law.

Retaliation:

Threats, intimidation, or any other form of retaliation against a person who has made a complaint or provided information supporting a complaint are prohibited. An alder or appointed individual or any other entity responsible for Council events will take any reasonable and appropriate action to prevent and respond to retaliation per its applicable policy, regulations, and rules.

City of Madison

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Master

File Number: 90567

File ID:	90567	**File Type:**	Report	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	10/22/2025
File Name:	Water Quality Report - October 2025			**Final Action:**	

Title: Water Quality Report - October 2025

Notes:

Sponsors:		**Effective Date:**	
Attachments:	Item 5 Memo - Water Quality Report September 2025.pdf, Item 5 - Attachment A - Watch List Summary October 2025.pdf, Item 5 - Attachment B - Water Quality Test Results Summary Sept 2025.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	10/22/2025	Refer	WATER UTILITY BOARD			

Action Text: This Report was Refer to the WATER UTILITY BOARD

Text of Legislative File 90567

TITLE
Water Quality Report - October 2025

BODY
BACKGROUND
Board governance policy requires that Madison Water Utility consumers will receive high quality water that meets or is better than all primary and secondary drinking water standards, including their public notification requirements, and complies with board-adopted water quality goals, incorporated by attachment.
The Madison Water Utility recognizes that drinking water standards are subject to revision and that new compounds of concern will be determined. This dynamic is a result of health studies being conducted by health organizations and government agencies on the state, national and international level. The technology to quantify compounds at increasingly minute levels is constantly improving.

The Madison Water Utility shall maintain and promulgate a Watch List of compounds of concern by unit well of compounds that are increasing and may approach the primary and secondary drinking water standards. The Watch List shall identify which wells require action. This Water Quality Report summarizes the results of the **24,435** water quality tests including coliform bacteria; treatment chemicals (chlorine and fluoride); and inorganic, volatile organic and unregulated contaminants, including PFAS, conducted through September 30, 2025.

Water Quality Test Type	Number of Tests
Bacteria:	
Total Coliform / E. coli	2,581
Chemical:	
1. Iron & Manganese	2,529
2. PFAS	1,375
3. Other	17,950

During this period, there were no reportable water quality violations; however, sodium at Well 14 exceeds a Water Utility Board treatment policy. Summarized results follow as attachments.

ATTACHMENTS:

A. Watch List Summary - September 2025
B. Water Quality Test Results Summary - Sept 2025

Madison Water Utility

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MEMORANDUM

Date: October 29, 2025

To: Water Utility Board

From: Joe Grande, Water Resources Manager
Krishna Kumar, General Manager

Subject: Water Quality Report – October 2025

BACKGROUND

Board governance policy requires that Madison Water Utility consumers will receive high quality water that meets or is better than all primary and secondary drinking water standards, including their public notification requirements, and complies with board-adopted water quality goals, incorporated by attachment.

The Madison Water Utility recognizes that drinking water standards are subject to revision and that new compounds of concern will be determined. This dynamic is a result of health studies being conducted by health organizations and government agencies on the state, national and international level. The technology to quantify compounds at increasingly minute levels is constantly improving.

The Madison Water Utility shall maintain and promulgate a Watch List of compounds of concern by unit well of compounds that are increasing and may approach the primary and secondary drinking water standards. The Watch List shall identify which wells require action.

This Water Quality Report summarizes the results of the **24,435** water quality tests including coliform bacteria; treatment chemicals (chlorine and fluoride); and inorganic, volatile organic and unregulated contaminants, including PFAS, conducted through September 30, 2025.

Water Quality Test Type	Number of Tests
Bacteria:	
Total Coliform / E. coli	2,581
Chemical:	
1. Iron & Manganese	2,529
2. PFAS	1,375
3. Other	17,950

During this period, there were no reportable water quality violations; however, sodium at Well 14 exceeds a Water Utility Board treatment policy. Summarized results follow as attachments.

ATTACHMENTS:

A. Watch List Summary – September 2025
B. Water Quality Test Results Summary – Sept 2025

ATTACHMENT A

MADISON WATER UTILITY

Watch List Summary - October 2025

Number of Contaminants Above 50% of a Drinking Water Regulation (MCL) or Guideline (SMCL)^

ACTIVE WELLS	50% - 80% MCL	80% - 100% MCL	>MCL	Contaminant: Action Plan
Well 07	1			Radium: Monitor
Well 18	1			VOC (PCE): Monitor
Well 24	1			Radium: Monitor
Well 27		1		**Radium**: Vertical Flow Profile Planned
Well 28	1			Radium: Monitor
Well 30	1			Radium: Monitor

ACTIVE WELLS	50% - 80% SMCL	80% - 100% SMCL	>SMCL	Contaminant: Action Plan
Well 06	1			Sodium: Monitor
Well 14		1	1	**Sodium**: Investigation & Well Remediation Complete; Chloride
Well 16	1			Sodium: Monitor
Well 17	1			Manganese: Monitor
Well 18	1			Manganese: Monitor
Well 24	1	1		Iron and Manganese: Monitor
Well 27	2			Manganese: Monitor
Well 28	1			Iron: Monitor
Well 30	1			Iron: Monitor

ACTIVE WELLS **Limited or No Water Quality Impact (Contaminants Below 50% MCL or SMCL)**

Well 09, Well 11, Well 12, Well 13, Well 20, Well 25, Well 26, Well 29, Well 31

INACTIVE WELLS **Temporarily Out of Service Due to Water Quality Issue**

Well 08	1		2	**Iron and Manganese**; Radium
Well 19	2	1		Iron, Manganese & Radium: Treatment Plant Under Construction
TOTAL	17	4	3	

KEY:

MCL = Maximum Contaminant Level: enforceable, health-based standard

SMCL = Secondary MCL: non-enforceable guideline based on aesthetics (taste, odor, or appearance)

^ Assessment is after any treatment and at point of entry to distribution system; based on 2025 test results

Attachment B Water Quality Test Results Summary - Sept 2025

2025	Total Coliform		Chlorine Residual		Fluoride	
Month	**# Samples**	**# TC Positive**	**# Samples**	**# <0.1 mg/L**	**# Samples**	**Ave (mg/L)**
January	293	0	1094	3	556	0.67
February	247	0	1001	2	474	0.66
March	265	0	1055	0	520	0.65
April	315	0	1074	0	530	0.65
May	285	1	1152	0	587	0.65
June	285	0	1129	1	568	0.64
July	326	4	1172	4	584	0.61
August	276	6	1136	5	573	0.60
September	289	0	1125	5	587	0.64
October						
November						
December						
TOTAL	2581	11	9938	20	4979	0.64
		0.4%		0.2%		
					Target:	**0.7 mg/L**

Water Quality Test Results Summary - Sept 2025

A. Regulated Inorganics - Primary Maximum Contaminant Level (MCL) or Action Level (AL)

PARAMETER	UNITS	MCL	DETECTS	MINIMUM	MEDIAN	MAXIMUM
Antimony	µg/L	6	0	<0.3	<0.3	<0.3
Arsenic	µg/L	10	0	<1.1	<1.1	<1.1
Barium	µg/L	2000	17	7.0	21	72
Beryllium	µg/L	4	0	<0.06	<0.06	<0.06
Cadmium	µg/L	5	0	<0.1	<0.1	<0.1
Chromium, Total	µg/L	100	7	<1.2	<1.2	2.3
Copper	µg/L	AL: 1300	17	1.1	3.8	61
Fluoride	mg/L	4	17	0.3	0.8	0.8
Lead	µg/L	AL: 15	0	<0.3	<0.3	<0.3
Mercury	µg/L	2	0	<0.05	<0.05	<0.05
Nickel	µg/L	100	17	0.8	2.5	3.9
Nitrogen - Nitrate	mg/L	10	15	<0.2	1.0	4.0
Nitrogen - Nitrite	mg/L	1	1	<0.01	<0.01	0.01
Selenium	µg/L	50	5	<1.0	<1.0	1.6
Thallium	µg/L	2	0	<0.8	<0.8	<0.8

B. Unregulated Inorganics - Guided by Secondary Maximum Contaminant Level (SMCL)

PARAMETER	UNITS	SMCL	DETECTS	MINIMUM	MEDIAN	MAXIMUM
Alkalinity (CaCO3)	mg/L	--	17	270	320	370
Aluminum	µg/L	50	0	<9.0	<9.0	<9.0
Calcium	mg/L	--	17	59	77	130
Chloride	mg/L	250	17	1.8	25	200
Conductivity	umhos / cm	--	15	510	710	1300
Hardness (CaCO3)	mg/L	--	17	290	370	580
Iron	mg/L	0.3	4	<0.04	<0.04	0.2
Magnesium	mg/L	--	17	33	43	61
Manganese	µg/L	50	13	<0.5	1.8	41
pH (Lab)	s.u.	--	3	7.2	7.4	7.5
Silver	µg/L	100	2	<0.10	<0.10	0.5
Sodium	mg/L	--	17	2.3	9.6	66
Strontium	µg/L	--	17	51	77	100
Sulfate	mg/L	250	17	5.3	17	36
Zinc	µg/L	5000	2	1.8	2.9	3.9

NOTE: Only includes results for 17 of 21 wells. Not all wells were analyzed for conductivity, pH, or zinc.

Water Quality Test Results Summary - Sept 2025

C. Iron - Wells

SMCL: Secondary Maximum Contaminant Level is 0.3 mg/L

SOURCE	UNITS	SAMPLES	MINIMUM	MEDIAN	MAXIMUM
Well 7*	mg/L	8	<0.01	<0.01	0.03
Well 17	mg/L	6	0.11	0.13	0.13
Well 18	mg/L	13	0.03	0.06	0.07
Well 19	mg/L	0	n/s	n/s	n/s
Well 24	mg/L	9	0.19	0.23	0.24
Well 26#	mg/L	5	<0.01	<0.01	<0.01
Well 27	mg/L	9	0.07	0.14	0.17
Well 28	mg/L	9	0.13	0.17	0.18
Well 29*	mg/L	9	<0.01	<0.01	0.01
Well 30	mg/L	9	0.16	0.20	**0.30**
Well 31*	mg/L	4	<0.01	<0.01	0.01

D. Manganese - Wells

SMCL: Secondary Maximum Contaminant Level is 50 µg/L

SOURCE	UNITS	SAMPLES	MINIMUM	MEDIAN	MAXIMUM
Well 7*	µg/L	8	<0.5	<2.0	<2.0
Well 17	µg/L	6	33	36	44
Well 18	µg/L	13	20	38	41
Well 19	µg/L	0	n/s	n/s	n/s
Well 24	µg/L	9	23	30	32
Well 26#	µg/L	5	<2.0	2.5	19
Well 27	µg/L	9	29	31	33
Well 28	µg/L	9	20	23	23
Well 29*	µg/L	9	1.0	<2.0	2.8
Well 30	µg/L	9	12	15	19
Well 31*	µg/L	4	<2.0	<2.0	<2.0

* Filtered

Raw water

Water Quality Test Results Summary - Sept 2025

E. Iron - Distribution

SMCL: Secondary Maximum Contaminant Level is 0.3 mg/L

	UNITS	Q1	Q2	Q3	Q4
Policy Goal	mg/L	0.3	0.3	0.3	0.3
Median	mg/L	<0.010	0.015	<0.010	
Average	mg/L	0.06	0.05	0.03	
95th Percentile	mg/L	0.20	0.18	0.15	
Maximum	mg/L	0.83	0.24	0.18	
Number of Samples		43	43	43	
Samples >0.3 mg/L		1	0	0	

F. Manganese - Distribution

SMCL: Secondary Maximum Contaminant Level is 50 µg/L

	UNITS	Q1	Q2	Q3	Q4
Policy Goal	µg/L	50	50	50	50
Median	µg/L	<2.0	<2.0	<2.0	
Average	µg/L	7.4	6.0	5.6	
95th Percentile	µg/L	22	20	19	
Maximum	µg/L	80	28	49	
Number of Samples		43	43	43	
Samples >50 µg/L		1	0	0	

Water Quality Test Results Summary - Sept 2025

G. Organic Contaminants

1. Overview - Volatile and Synthetic Organics (VOC & SOC)

	TYPE	UNITS	MCL	MAXIMUM	WELLS
cis 1,2-Dichloroethylene	VOC	µg/L	70	0.48	7 & 11
Tetrachloroethylene [PCE]	VOC	µg/L	5	2.7	6,7,9,11,18
Trichloroethylene [TCE]	VOC	µg/L	5	0.36	7,11,18
Trichlorofluoromethane	VOC	µg/L	--	0.66	11
Xylene	VOC	µg/L	10000	0.74	25
PFAS: PFBA	SOC	ng/L	--	49	6,9,11,14
PFAS: PFPeA	SOC	ng/L	--	2.3	14
PFAS: PFHxA	SOC	ng/L	--	2.2	14
PFAS: PFOA^	SOC	ng/L	70 / 4	2.0	14
PFAS: PFBS	SOC	ng/L	--	2.5	14
PFAS: PFHXS	SOC	ng/L	10*	6.5	6,11,13,14,16
PFAS: PFOS^	SOC	ng/L	70 / 4	1.9	16

^ WI standard is 70 ng/L; EPA final regulation is 4 ng/L (effective April 2024 with 5-year implementation)

* Used to calculate a Hazard Index, which must be less than 1.0 (since rescinded by US EPA)

2. Detail - Volatile Organics (VOC)

		Range of Test Results (µg/L)				
	MCL	Well #6	Well #7	Well #9	Well #11	Well #18
cis 1,2-Dichloroethylene	70 µg/L	<0.23	<0.15 - 0.38	<0.23	0.29 - 0.48	<0.23
Tetrachloroethylene [PCE]	5 µg/L	2.0 - 2.3	0.79 - 1.2	<0.25 - 1.1	0.46 - 0.76	2.1 - 2.7
Trichloroethylene [TCE]	5 µg/L	<0.22	0.28 - 0.36	<0.22	0.23 - 0.30	0.27 - 0.35
Number of Samples		3	3	3	3	4

Water Quality Test Results Summary - Sept 2025

H. Radium (226 + 228)

	Number of Samples	Results, pCi/L	Annual Average of Quarterly Samples
Well 07	1	3.2	Not Applicable
Well 24	1	3.2	Not Applicable
Well 27	6*	3.8 - 4.6	3.8 - 4.1
Well 30	1	2.9	Not Applicable

** Includes duplicate samples*

NOTE: MCL = 5 pCi/L; based on running annual average of quarterly samples

I. Unregulated Contaminants

Parameter	Units	Well Detects	Results	Wells with Detections
Chromium, Hexavalent	µg/L	4 of 4	0.87 - 1.9	6, 13, 14, 16
1,4-Dioxane	µg/L	1 of 1	0.29	Well 11
Strontium	µg/L	17 of 17	51 - 100	All Wells

City of Madison		City of Madison Madison, WI 53703 www.cityofmadison.com

City of Madison

Master

File Number: 90568

File ID:	90568	**File Type:**	Report	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	10/22/2025
File Name:	Water Production Monthly Report			**Final Action:**	

Title: Water Production Monthly Report

Notes:

Sponsors:		**Effective Date:**	
Attachments:	Item 6 - Memo - Water Production Report September 2025.pdf, Item 6 - Attachment A - Water Production Report for September 2025.pdf, Item 6 - Attachment B - Well Utilization Report for September 2025.pdf, Item 6 - Attachment C - Status of Unit Wells Offline Report Sept 2025.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	10/22/2025	Refer	WATER UTILITY BOARD			
	Action Text: This Report was Refer to the WATER UTILITY BOARD						

Text of Legislative File 90568

TITLE
Water Production Monthly Report

Body
See corresponding memo and attachments.

Quality and Reliability since 1882
Madison Water Utility
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MEMORANDUM

Date: October 29, 2025

To: Water Utility Board

From: Joseph Grande, Water Resources Manager
Krishna Kumar, General Manager

Subject: Water Production Report

BACKGROUND

Board governance policy requires that current and future customers will receive water that meets or exceeds industry-accepted levels of service for fire protection and pressure.

This includes:

1. Water delivered to hydrants at proper flow rates for fire protection.
2. Water delivered to the customer tap at a pressure that meets industry-accepted low, high, and emergency operation criteria.
3. Water used for outdoor irrigation under drought-free conditions.

The Water Resources section of the Utility strives to meet or exceed the expectations laid out above. The September Monthly Water Production, Unit Well Cumulative Capacity Utilization, and Status of Unit Wells Offline reports reflecting these efforts are attached.

ATTACHMENTS

A. Monthly Water Production as of September 30, 2025
B. Unit Well Cumulative Capacity Utilization as of September 30, 2025
C. Status of Unit Wells Offline for Repairs/Replacement as of October 15, 2025

Attachment A

Madison Water Utility
Daily and Cumulative Water Production

Hydrologic Regions	Number of Wells	Daily Production (In million gallons, MGD)				Cumulative Year-to-Date Production (In billion gallons)			
		Maximum Daily Capacity	Reliable Daily Capacity	September 2025		2023 Actual	2024 Actual	Through 9/30	
				Average Daily Production	Regional Surplus / (Deficiency)			2024	2025
A/B	8	23.4	12.8	9.5	3.3	3.0	3.0	2.3	2.4
C	10	28.8	22.3	13.6	8.7	4.6	4.4	3.3	3.4
D	3	9.1	5.9	4.5	1.4	1.6	1.5	1.1	1.2
System Total	**21**	**61.3**	**41.0**	**27.5**	**13.5**	**9.2**	**8.9**	**6.7**	**7.0**

Attachment B

Madison Water Utility
Unit Well Cumulative Capacity Utilization
9/30/2025

Region	Unit Well	YTD Capacity (MG)	YTD Production (MG)	YTD Utilization (%)
A/B	7	865	421	49
	9	645	407	63
	11	822	423	51
	13	1030	304	30
	15	95	34	36
	25	786	275	35
	29	865	416	48
	31	865	106	12
	All	5972	2387	40
C	6	1022	384	38
	12	892	499	56
	14	963	523	54
	17	900	276	31
	18	786	474	60
	20	806	296	37
	24	806	317	39
	27	698	148	21
	30	943	499	53
	All	7817	3417	44
D	16	904	474	52
	26	885	266	30
	28	885	416	47
	All	2673	1156	43
Entire System		16463	6960	42

MG = Million Gallons

Attachment C

Madison Water Utility

Status of Unit Wells Offline for Repairs or Upgrades

10/15/2025

Region	Unit Well	Lost Supply (GPM)	Date Offline	Expected Online	Status of Repair/Replacement
A/B	**13**	**2,200**	09/2025	12/2025	Replacement equipment has been ordered
C	**19**	**2,200**	10/2024	11/2025	Chemical feed equipment install is on-going; DNR startup inspection is complete

GPM = gallons per minute; 1,000 gpm = 1.44 MGD (million gallons per day)

City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 90569

File ID:	90569	**File Type:**	Report	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	10/22/2025
File Name:	Financial Conditions Monthly Report			**Final Action:**	

Title: Financial Conditions Monthly Report

Notes:

Sponsors:		**Effective Date:**	
Attachments:	Item 7 - Memo - Financial Conditions Report October 2025.pdf, Item 7 - Attachment - Financial Conditions Report as of 9.30.25.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	10/22/2025	Refer	WATER UTILITY BOARD			

Action Text: This Report was Refer to the WATER UTILITY BOARD

Text of Legislative File 90569

TITLE
Financial Conditions Monthly Report

BODY
See corresponding memo and attachment.

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MEMORANDUM

Date: October 29, 2025

To: Water Utility Board

From: January Vang, Finance and Administrative Manager

Subject: Monthly Financial Report – Operating and Capital Funds

BACKGROUND

Board governance policy requires that the Utility shall not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from board priorities established in Outcomes policies. Accordingly, the Utility shall not cause or allow conditions, procedures, or decisions that:

1. Fail to ensure long-term financial health.
2. Fail to present a balanced annual operating budget and quarterly updates on actual expenditures and income.
3. Exceed total appropriations for the fiscal year, unless directed to do so by the board.
4. Use any dedicated reserves for purposes other than those for which they are designated, unless directed to do so by the board.
5. Undertake a debt without payoff schedule and identification of revenue stream.
6. Fail to establish an unrestricted reserve equal to a typical three months' operating expenses.
7. Fail to inform the board of where the utility stands with any current rate case in progress.
8. Fail to be able to provide a concise summary of the financial condition of the utility at any time.
9. Fail to adjust spending related to revenue shortfalls in a budget deficit.

The Finance Section of the Utility strives hard to meet or exceed the expectations laid out above. The monthly financial update provided in the attached Budget to Actual comparison, as of September 30, 2025, reflecting these efforts is attached.

As of September 30, 2025:

- Water revenues are up $437 thousand compared to prior year to date.
- Water expenditures are up $1.8 million compared to prior year to date.
- Operating Fund balance is $19 million.
- Capital Fund expenditures is $20.6 million, of which $4 million is encumbrances.
- Capital Fund balance is $560 thousand.

MadCAP Data Summary (as of October 22, 2025)

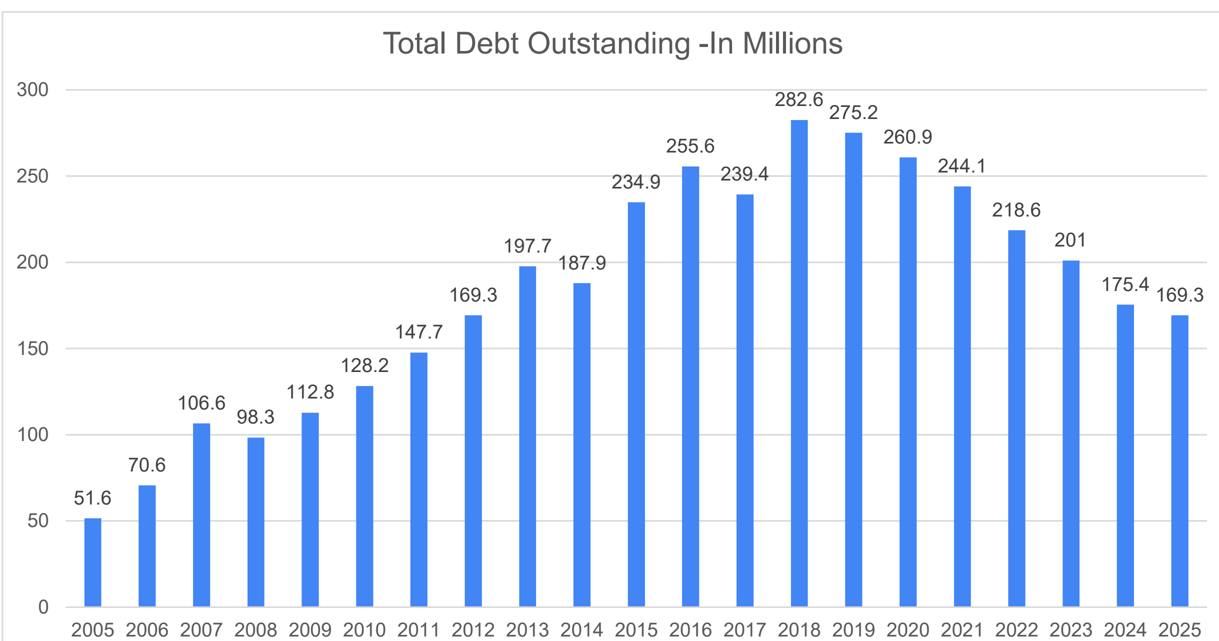
	AMI <30%	**AMI >30% and <50%**	**Total**
Total Applications Received	587	292	879
Total Applications Approved	361	134	495
Homeowners	199	89	288
Renters	162	45	207
Total Applications Not Approved	226	158	384
Households Newly Enrolled in Conservation Programs	94	41	135

ATTACHMENTS:

A. Budget to Actual comparison as of August 31, 2025

Madison Water Utility					
Budget to Actual Comparison					
As of September 30, 2025					
	FY 2023 Actual	FY 2024 Actual	FY 2025 Budget	Year to Date September 30, 2025	Projected 2025
Operating Fund					
Revenues:					
Sales of water (Operations)	$ 52,008,356	$ 50,247,494	$ 51,693,144	$ 37,701,137	$ 50,360,000
Other Revenues	1,704,401	1,326,031	1,213,000	665,582	$ 1,500,000
Interest Income	1,840,905	1,846,886	1,090,000	1,476,664	$ 1,862,000
Total Revenues	**55,553,662**	**53,420,411**	**53,996,144**	**39,843,383**	**53,722,000**
Expenditures:					
Operating Expenses	18,885,166	18,975,109	24,687,901	15,107,975	20,000,000
Debt Service - Interest & Principal	18,709,260	18,684,694	19,371,918	14,498,209	19,330,945
Transfer Out to City (PILOT)	6,440,655	6,395,254	6,400,000	4,800,000	6,900,000
Total Expenditures	**44,035,081**	**44,055,057**	**50,459,819**	**34,406,184**	**46,230,945**
Net Operating Fund Inc(Decr)	**11,518,582**	**9,365,354**	**3,536,325**	**5,437,199**	**7,491,055**
Operating Fund Balance					
Opening Fund Balance	6,198,389	12,178,312	18,960,007	18,960,007	18,960,007
Net Operating Fund Inc(Decr)	11,518,582	9,365,354	3,536,325	5,437,199	7,491,055
Tank Recoat Reserve	-	(800,000)	(800,000)	-	(800,000)
Catastrophic Reserve	-	-	-	-	(5,000,000)
Transfer Out to Capital Fund	(2,564,519)	(4,082,489)	(6,230,000)	(4,672,500)	(6,230,000)
Accrual Adjustments	(2,974,140)	2,298,830	(1,780,000)	(706,845)	(3,000,000)
Ending Fund Balance	**$ 12,178,312**	**$ 18,960,007**	**$ 13,686,333**	**$ 19,017,861**	**$ 11,421,062**
Construction Fund					
Revenues:					
Bond/Loan Proceeds		7,328,000	-	-	-
SDWL Proceeds	-	1,705,445	800,000	2,707,747	4,160,280
Sales of Water (Expense Depreciation)	4,166,667	5,000,000	5,000,000	3,750,000	5,000,000
Trans from Oper Fund / Reserves	2,564,519	4,082,489	6,230,000	4,672,500	6,230,000
Total Capital Revenues	**6,731,186**	**18,115,934**	**12,030,000**	**11,130,247**	**15,390,280**
Actual Expenditures & Encumbrances					
Pipeline	5,122,766	6,052,988	6,290,000	6,845,419	8,000,000
Facility	1,825,551	4,399,747	2,995,000	11,406,468	12,195,000
Fleet/Other	1,689,181	2,132,862	2,759,000	2,363,105	2,759,000
Total Capital Expend & Encumb	**8,637,497**	**12,585,597**	**12,044,000**	**20,614,992**	**22,954,000**
Net Construction Fund Inc(Decr)	**(1,906,311)**	**5,530,337**	**(14,000)**	**(9,484,745)**	**(7,563,720)**
Construction Fund Balance					
Opening Fund Balance	6,420,832	4,514,521	10,044,858	10,044,858	10,044,858
Net Capital Fund Inc(Decr)	(1,906,311)	5,530,337	(14,000)	(9,484,745)	(7,563,720)
Ending Fund Balance	**$ 4,514,521**	**$ 10,044,858**	**$ 10,030,858**	**$ 560,112**	**$ 2,481,138**

Madison Water Utility Cash Reserves & Long-Term Debt **Cash Reserves**	**FY 2022 Actual**	**FY 2023 Actual**	**FY 2024 Actual**	**As of September 30, 2025**
Restricted:				
Bond Redemption Fund	$ 13,164,827	$ 13,191,166	$ 13,217,358	$ 10,055,700
Bond Redemption Reserve Fund	13,970,411	12,190,068	12,190,068	12,273,250
BAN Repayment Fund	10,000,000	10,000,000	-	-
Tank Recoat Reserve	-	800,000	800,000	1,600,000
Catastrophic Reserve	-	-	-	5,000,000
Depreciation Fund	750,000	750,000	750,000	750,000
PILOT Fund	-	-	-	5,622,300
Assessment Account	1,504,541	1,858,134	2,055,530	2,055,530
Revenue Bond Construction Fund	6,420,832	2,548,254	7,492,361	1,324,638
Expense Depreciation	-	1,966,423	2,413,110	2,957,866
Timing Adjustments	-	-	-	7,628,245
Unrestricted Cash Balance	6,198,389	16,178,312	18,960,007	19,128,385
Total Cash & Investments (Munis)	**$ 52,009,000**	**$ 59,482,356**	**$ 57,878,434**	**$ 68,395,914**
No. of months expenditures covered by Operating Reserves (Goal - 6)	**1.73**	**4.41**	**5.16**	**2.78**
Debt Coverage Ratio (Required 1.25)	**1.95**	**2.61**	**2.68**	
Debt Equity Ratio % (50/50)	**55/45**	**52/48**	**43/57**	



City of Madison

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File Number: 90570

File ID:	90570	**File Type:**	Report	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	10/22/2025
File Name:	Capital Projects Monthly Report			**Final Action:**	

Title: Capital Projects Monthly Report

Notes:

Sponsors: | **Effective Date:**

Attachments: Item 8 - Memo - Capital Projects Monthly Report 2025-10-29.pdf, Item 8 - Attachment - Capital Projects Monthly Report 2025-10-29.pdf | **Enactment Number:**

Author: | **Hearing Date:**

Entered by: jberndt@madisonwater.org | **Published Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	10/22/2025	Refer	WATER UTILITY BOARD			

Action Text: This Report was Refer to the WATER UTILITY BOARD

Text of Legislative File 90570

TITLE
Capital Projects Monthly Report

BODY
See corresponding memo and attachment.

Quality and Reliability since 1882
Madison Water Utility

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MEMORANDUM

Date: October 29, 2025

To: Water Utility Board

From: Pete Holmgren, P.E. – Chief Engineer
Krishna Kumar – General Manager

Subject: Capital Projects Report

BACKGROUND

Board governance policy requires that the Utility shall not cause or allow conditions, procedures, or decisions that prevent the Madison Water Utility from meeting its obligation to serve current and future generations of customers within the City of Madison and its authorized service areas. Accordingly, the Utility shall not cause or allow conditions, procedures, or decisions that:

1. Fail to assure that required rates fund all expenditures for timely and prudent capital improvements to existing utility systems, and that those capital improvements are driven by reliability, operational or regulatory requirements, replacement of aging infrastructure, utility relocations for public works and road projects, extension of the life of existing systems, or customer input.

2. Fail to identify and plan for resource and infrastructure needs for the provision of water service to customers in a timely manner.

3. Fail to coordinate Madison Water Utility activities and policies with the City of Madison's Comprehensive Plan and other relevant guidelines for community development.

4. Fail to consider participation with other governmental or private entities on regional major water infrastructure or water supply planning projects.

The Engineering Section of the Utility strives to meet or exceed the expectations laid out above. The monthly Capital Budget to Actual Monthly Report reflecting these efforts is attached.

SUMMARY

The attached Capital Budget Monthly Report presents the total of both actual capital expenditures *and* encumbrances through September 2025; this total is ~$20,615,000.

The 2025 actual capital expenditures in September total ~$1,009,000 and consist of:

- ~$448,000 in facility expenses
- ~$29,000 in fleet/other expenses
- ~$532,000 in pipeline expenses

For expense depreciation related to water main replacement projects:

- The total targeted spend amount in 2025 is $5,000,000
- The actual capital expenditures through September are ~$3,205,000
- Encumbrances *plus* actual capital expenditures through September are ~$6,161,000

Please refer to the attached report for additional information, which also includes project updates for:

- Major Capital Project Unit Well 19
- Major Capital Project Unit Well 12
- Other Project Updates

ATTACHMENTS:

1. Capital Projects Monthly Report – October 2025

WATER UTILITY BOARD

CAPITAL PROJECTS MONTHLY REPORT

Pete Holmgren, P.E.
Chief Engineer

October 29, 2025

Capital Projects Monthly Report

- PRESENTATION OVERVIEW:

1. Actual Expenditures Through September 2025
2. 2025 Expense Depreciation for Water Main Replacement
3. Capital Project Updates:
   - Unit Well 19 Iron, Manganese, & Radium Treatment Facility
   - Unit Well 12 Reconstruction
   - Other Project Updates

Capital Projects Monthly Report

2025 Actual Expenditures and Encumbrances (Through September):

- Total of Actual Expenditures and Encumbrances: ~$20,615,000
- September 2025 Actual Expenditures (~$1,009,000):

1. **Facilities: ~$448,000**
2. **Fleet/Other: ~$29,000**
3. **Pipelines: ~$532,000**

Capital Projects Monthly Report

2025 Water Main Expense Depreciation:

- The total targeted spend amount in 2025 is $5,000,000.
- Actual expenditures through September are ~$3,205,000
- Estimated encumbrances *plus* expenditures through September are ~$6,161,000*

*Includes carryover projects from 2024 to be completed

Project Update: Unit Well 19 Iron, Manganese, & Radium Treatment

- Project Budget: $9,183,000
  - Current Status: Construction
    - Site remediation, grading, and landscaping
    - Additional controls/equipment startup and testing – alarms, detectors, meters, etc.
    - Address DNR walkthrough items – backwash overflow piping, exterior pipe screenings
  - Upcoming:
    - Interior finishes – ceiling insulation, floor polish, painting
    - Punch list walkthrough
    - Project finalization and contract closure (November-December)

Capital Projects Monthly Report

Project Update: Well 12 Reconstruction

- Project Budget: $8,00,000 (2025: $800,000)
  - Current Status: Planning and Analysis
    - PSC Construction Authorization Application – Submitted 10/20
    - Land Use Application (City) for rezoning, site layout, and demolition review
      - Urban Design Commission 11/5; Plan Commission 11/17; Water Board 11/24; Common Council 11/25
    - Project team review of plans and specs + DNR/PSC feedback to be addressed
  - Upcoming:
    - Public information meeting – coordinating with district Alder Tishler (November)
    - Additional geotechnical information
    - Updated cost estimates

Capital Projects Monthly Report

Other Project Updates

- **Midtown Road Pipeline** – Completed (Resiliency Project PZ9-PZ10)
- **Tank Painting @ Reservoirs 20 & 225** – To Bid Nov-Dec
- **Cast-In-Place-Pipe** - ~9,000 Feet Rehabilitated in 2025
- **Emergency Response Plan 2025 Certification w/EPA** – Completed
- **I-90/39 Highway Pipeline Crossing w/Dane County** – To Bid Nov-Dec
- **Fleet Parking Expansion Projects (Olin/Paterson)** - Completed

Thank you!

Questions / Comments?

Contact Information:

Pete Holmgren

pholmgren@madisonwater.org

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File Number: 90571

File ID:	90571	**File Type:**	Report	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	10/22/2025
File Name:	Operations Monthly Report			**Final Action:**	

Title: Operations Monthly Report

Notes:

Sponsors:		**Effective Date:**	
Attachments:	Item 9 - Memo Monthly Operations report October 2025.pdf, Monthly Operations Report October 2025.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	10/22/2025	Refer	WATER UTILITY BOARD			
	Action Text: This Report was Refer to the WATER UTILITY BOARD						

Text of Legislative File 90571

TITLE
Operations Monthly Report

BODY
See corresponding memo and attachment.

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MEMORANDUM

Date: October 29, 2025

To: Water Utility Board

From: Dan Rodefeld, Operations Manager

Subject: Monthly Operations Report

BACKGROUND
Board governance policy require that Madison residents will receive water which is consistent in its availability and quality. Accordingly, residents will:

a. Experience minimal unplanned service interruptions
b. Receive adequate notice of planned service interruptions
c. Receive adequate notice of planned maintenance work that would significantly reduce water flow or pressure, and/or cause water discoloration

The Operations Section of the Utility strives hard to meet or exceed the expectations laid out above. The attached Monthly Operations Report for October 2025 reflecting these efforts is attached.

ATTACHMENTS

A. Monthly Operations Report –October 2025

Madison Water Utility	MONTHLY OPERATIONS REPORT Oct-25		
	Jan-Aug-25	**Sep-25**	**2025 YTD Total**
Hydrants			
Total in Service - **9,544**			
No. Replaced	28	1	29
No. of Inspections	3,392	94	3,486
No. Repaired	40	7	47
Unidirectional Flushing Runs	1,270	251	1,521
Conventional Flushing Runs	327	46	373
No. Re-painted	1,171	0	1,171
(Temp Water Connections)	230	8	238
Valves			
Total System valves - **16,140**			
Total Large Service valves - **4,299**			
Total Hydrant valves - **7,046**			
No. Replaced	40	0	40
No. of Inspections	6,546	621	7,167
No. Repaired	59	0	59
System Leaks			
Total Miles in Service - **926**			
Number of Main Leaks Repaired	219	13	232
Number of Service Leaks Repaired	33	4	37
Operational Projects			
Cured-in-place pipe lining (feet)	3,800	0	3,800
Pavement repair (open work orders)	346	25	371
Pavement repair (closed work orders)	176	57	233
Terrace repair (open work orders)	242	13	255
Terrace repair (closed work orders)	314	4	318

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File Number: 90572

File ID:	90572	**File Type:**	Report	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	10/22/2025
File Name:	Public Information Monthly Report			**Final Action:**	

Title: Public Information Monthly Report

Notes:

Sponsors:		**Effective Date:**	
Attachments:	Item 10 - Attachment - Public Info Report.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	10/22/2025	Refer	WATER UTILITY BOARD			

Action Text: This Report was Refer to the WATER UTILITY BOARD

Text of Legislative File 90572

TITLE
Public Information Monthly Report

BODY
See corresponding memo and attachment.

PUBLIC INFORMATION REPORT

October 2025

Public Communications	October 2025	2025 YTD Total
Social media posts	23	184
Media mentions	1	27
Customer Service calls	2,768	21,045
Meter Shop calls	242	3,518
Website views	17,454	164,181
Emails to email list subscribers	6	38
News releases	1	6

Ongoing Projects & Initiatives
Well 12, Well 15, Well 19, Water Main Rehabilitation at Todd Dr, Mid Town Hydraulic Improvements
Website Accessibility Initiative
Madison Arts Commission sanctioned mural proposed for Well 24
PSC Rate Case

Community Outreach Events	
October 4	Nami Walks at Olin Park
October 4	Día de Fútbol
October 9	Stephens Sprint
October 10	Well 15 Tour with Legislative Fiscal Bureau and State Budget Office
October 18	MWU Open House at Well 24 (in Association with Wisconsin Science Fest)

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File Number: 84022

File ID:	84022	**File Type:**	Miscellaneous	**Status:**	In Committee
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	06/20/2024
File Name:	Board Meeting Evaluation and Discussion			**Final Action:**	

Title: Meeting Evaluation and Discussion

Notes:

Sponsors:		**Effective Date:**	
Attachments:	Board_Evaluation.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 84022

.Title
Meeting Evaluation and Discussion

Water Utility Board Self-Evaluation Form

(Relates to Board Policy BP-2A and GUIDE 5)

All members actively participate in discussions, and all members have opportunities to voice opinions/positions on agenda topics.

Not Met 1 2 3 4 5 Fully Met

Members come prepared to engage in discussion by reviewing materials provided prior to the meeting.

Not Met 1 2 3 4 5 Fully Met

Members engage in active listening and avoid interrupting other speakers.

Not Met 1 2 3 4 5 Fully Met

Members offer honest opinions and respect the viewpoints expressed by other members.

Not Met 1 2 3 4 5 Fully Met

Members honor WUB procedures and policies as outlined in the WUB Policy book.

Not Met 1 2 3 4 5 Fully Met

Members represent the collective interest of current and future Madison residents.

Not Met 1 2 3 4 5 Fully Met

Members make decisions based on equity principles considering the decision's impact on all residents. The decision-making process considers: *Who benefits? Who is burdened? Who does not have a voice at the table? How can policymakers mitigate unintended consequences?*

Not Met 1 2 3 4 5 Fully Met

Developed by Pat Delmore, January 2019. Updated July 2020.