



UTILITY COMMITTEE MEETING AGENDA

September 01, 2026 at 5:45 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. PUBLIC COMMENT

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

3. REPORTS AND DISCUSSIONS

- C. Director of Public Works and Utilities Report
- D. Financial Report

4. OLD BUSINESS - DISCUSSION AND POSSIBLE ACTION

- E. AT&T Water Tower Lease

5. NEW BUSINESS - DISCUSSION AND POSSIBLE ACTION

- F. Septic Tank Review
- G. Data Center Ordinance

6. NEXT MEETING: October 5, 2026

7. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

8. ADJOURNMENT

WRITTEN COMMENTS: You can send comments on agenda items to kcoyle@kronenwetter.gov

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

Posted: 08/31/2026 Kronenwetter Municipal Center and www.kronenwetter.gov

Faxed: WAOW, WSAU, City Pages, Mosinee Times | Emailed: Wausau Daily Herald, WSAW, WAOW, Mosinee Times, Wausau Pilot and Review, City Pages



Report to Utility Committee

Item Name: Director of Public Works and Utilities Report

Meeting Date: September 1, 2026

Referring Body:

Committee Contact:

Staff Contact: Greg Ulman

Report Prepared by: Greg Ulman

- Lift Station #3 is going through the engineering stage now to get ready for a public bidding process. I'll notify UC when that date gets set.
- The metering station telemetry is all set to go and AT&T is sending the products we need to get online, then after a few days we can get water to flow through the station to test it per DNR requirements. After all testing is complete, we would be able to purchase water if need be from Rothschild.
- Work is progressing on Lift Stations 2&6 with the upgrade project. New panels and generators are being installed and work will be completed in fall 2026. We are currently waiting for WPS to install the electrical service to the stations.
- Sewage water continues to decrease through our system.
- Lift Station #8 work is still ongoing with completion this fall.
- With the summer dry season, water usage is up above normal levels, but within our Village's water capacity.



REPORT TO UTILITY COMMITTEE

ITEM NAME: Finance/Treasurer Office Update: Comparative Internal Financial Statements for Year-to-Date thru 07/31/2026 and 07/31/2025

PREPARED BY: John Jacobs, Finance Director/Treasurer

DATE PREPARED: 08/26/2026

I have compiled the Comparative Internal Financial Statements for Year-to-Date (YTD) thru 07/31/2026 and 07/31/2025 for the Water and Sewer Utility Funds, for the Utilities Committee meeting scheduled for 09/01/2026.

The June 2026 budget amendments (#1 & #2) and July 2026 budget amendments (#3 & #4) have been reflected in the July financial statements this month.

I will provide several highlights here for you for the Water and Sewer Utility Funds. The detailed individual line items from our accounting software system (Caselle) for the Water & Sewer Utility Funds are not included with these July 2026 financial statements, due to some “old” account numbers being used for expenditures in 2026, instead of the “new” account numbers that were to be used. I plan to include those detailed line item reports for the above mentioned funds along with the August financial statements next month.

Water Utility Fund:

- 07/31/2026 Revenues over Expenses = \$167,700
- 07/31/2025 Revenues over Expenses = \$187,649
- The 2026 fund balance will have ADDED \$167,700 to the Water Utility fund balance as of 07/31/2026, before depreciation.
- Therefore, the 2026 budget “surplus” as of 07/31/2026 is running about 89% of where the 2025 budget “surplus” was tracking at the same time compared to last year.

- 07/31/2026 Revenues = \$450,345 (or 52.98% of budgeted revenues YTD).
- 07/31/2025 Revenues = \$449,269
- Therefore, the 2026 revenues are tracking at 100% of where the 2025 revenues were a year ago.

- 07/31/2026 Expenses = \$282,645 (or 20.33% of original budgeted expenses YTD, before depreciation has been recorded)
- 07/31/2025 Expenses = \$261,620
- Therefore, the 2026 expenses are tracking at 108% of where the 2025 expenses were a year ago.

- No capital costs are recorded as “expenses” in the Water Utility Fund for 2026. Rather, all capital costs are “capitalized” as an Asset, and will be depreciated over the useful life of the capital asset.

- The Village utilized \$3,227,964 of the Safe Drinking Water Loan Program (out of a maximum of \$3,385,500) as of 07/31/2026. The remaining balance of \$157,536 will not be utilized. The Village paid \$142,537 of principal and \$32,996 interest in 2026 YTD. Principal payments began annually starting on 5/01/2025. The loan balance as of 7/31/2026 is \$2,949,014.
- The 2026 budget had been set with a budgetary deficit = (\$540,367).

Sewer Utility Fund:

- 07/31/2026 Revenues over Expenses = \$121,050
- 07/31/2025 Revenues over Expenses = \$268,150
- The 2026 fund balance will have ADDED \$121,050 to the Sewer Utility fund balance as of 07/31/2026, before depreciation.
- Therefore, the 2026 budget “surplus” as of 07/31/2026 is running about 45% of where the 2025 budget “surplus” was tracking at the same time compared to last year.
- 07/31/2026 Revenues = \$680,522 (or 51.22% of original budgeted revenues YTD)
- 07/31/2025 Revenues = \$682,171
- Therefore, the 2026 revenues are tracking at 100% of where the 2025 revenues were a year ago.
- 07/31/2026 Expenses = \$559,472 (or 44.41% of original budgeted expenses YTD, before depreciation has been recorded)
- 07/31/2025 Expenses = \$414,021
- Therefore, the 2026 expenses are tracking at 135% of where the 2025 expenses were a year ago.
- No capital costs are recorded as “expenses” in the Sewer Utility Fund for 2026. Rather, all capital costs are “capitalized” as an Asset, and will be depreciated over the useful life of the capital asset.
 - **Additional Expense Comment:**
 - **There is 1 area of concern that I need to highlight at 7/31/2026.**
 - 1) The Rib Mt Sewerage District expenses for Jan-Jul 2026 = \$324,100, as compared to \$216,511 for the same period in 2025. This is a \$107,589 increase in 2026, due to heavier sewer flows during Apr-Jul 2026 this year.
- There presently is no debt in the Sewer Utility Fund as of 07/31/2026.
- The 2026 budget had been set with a budgetary surplus = \$68,661, before consideration for capital project costs.

VILLAGE OF KRONENWETTER

Comparative Internal Financial Statements for Year-to-Date thru July 31, 2026 and 2025

Enterprise Funds:

- Water Utility Fund – Summary
- ~~Water Utility Fund – 2026 Budget vs. Actual Detail~~
- Sewer Utility Fund – Summary
- ~~Sewer Utility Fund – 2026 Budget vs. Actual Detail~~

VILLAGE OF KRONENWETTER
Water Utility Fund
Year-to-Date Ended July 31, 2026 and 2025
(58% of Year Completed)

REVENUES:	7/31/2026 YTD Actual	2026 Original Budget	2026 Amended Budget	2026 Budget Variance - Positive (Negative)	7/31/2025 YTD Actual
Metered Sales-Residential	\$ 221,275	\$ 450,000	\$ 450,000	\$ (228,725)	\$ 221,752
Metered Sales-Commercial	20,916	43,000	43,000	(22,084)	19,654
Metered Sales-Industrial	5,174	11,800	11,800	(6,626)	4,325
Private Fire Protection	2,731	5,343	5,343	(2,612)	2,731
Public Fire Protection	66,607	132,600	132,600	(65,993)	66,246
Industrial Fire Protection	924	2,300	2,300	(1,376)	924
Commercial Fire Protection	3,191	6,400	6,400	(3,209)	3,143
Metered Sales-Public Authority	485	685	685	(200)	411
Metered Sales-Multi Family Residential	33,333	66,600	66,600	(33,267)	33,164
Cell Tower Rental on Water Tower	35,123	31,360	31,360	3,763	31,360
Water Connection Fees	8,516	2,000	2,000	6,516	1,975
Misc Operating Revenues	181	350	350	(169)	201
Clear Water Revenues	24,035	52,000	52,000	(27,965)	25,039
Contributed Assets	-	-	-	-	-
Interest on Investments	26,672	43,030	43,030	(16,358)	36,858
Interest on Lease Receivables	-	-	-	-	-
Forfeited Discounts	1,182	2,600	2,600	(1,418)	1,390
Misc Non-Operating Revenues	-	-	-	-	96
TOTAL REVENUES	\$ 450,345	\$ 850,068	\$ 850,068	\$ (399,723)	\$ 449,269
<i>Budget Percentage Received YTD</i>	<i>52.98%</i>				
EXPENSES:					
Utility Committee	\$ -	\$ 842	\$ 842	\$ 842	\$ 270
Maintenance of Meters	1,993	-	-	(1,993)	2,006
Pumping Expense	82,064	93,663	93,663	11,599	64,711
Purchased Water	-	300,000	300,000	300,000	-
Water Treatment Expense	19,393	42,626	42,626	23,233	11,284
Trans/Distribution Expense	15,673	158,045	158,045	142,372	24,909
Billing Expense	24,129	70,147	70,147	46,018	25,852
Water Administration	66,268	257,231	257,231	190,963	75,755
Misc Water Expense	51,128	-	-	(51,128)	38,360
Safe Drinking Loan - Interest	21,997	67,881	67,881	45,884	18,473
Depreciation	-	400,000	400,000	400,000	-
Transfer to General Fund	-	-	-	-	-
TOTAL EXPENSES	\$ 282,645	\$ 1,390,435	\$ 1,390,435	\$ 1,107,790	\$ 261,620
<i>Budget Percentage Expended YTD</i>	<i>20.33%</i>				
NET CHANGE IN NET POSITION	\$ 167,700	\$ (540,367)	\$ (540,367)	\$ 708,067	\$ 187,649
Asset Additions:					
Capital Projects	\$ 58,605	\$ -	\$ -	\$ (58,605)	\$ 1,044,877

VILLAGE OF KRONENWETTER
Sewer Utility Fund
Year-to-Date Ended July 31, 2026 and 2025
(58% of Year Completed)

REVENUES:	7/31/2026 YTD Actual	2026 Original Budget	2026 Amended Budget	2026 Budget Variance - Positive (Negative)	7/31/2025 YTD Actual
Metered Sales-Residential	\$ 475,233	\$ 927,987	\$ 927,987	\$ (452,754)	\$ 474,341
Metered Sales-Commercial	52,955	98,841	98,841	(45,886)	48,575
Metered Sales-Industrial	14,523	33,500	33,500	(18,977)	12,807
Metered Sales-Multi Family Residential	108,589	214,155	214,155	(105,566)	107,500
Metered Sales-Public Authority	3,507	4,391	4,391	(884)	2,828
Sewer Connection Fees	364	2,500	2,500	(2,136)	1,850
Misc Operating Revenues	167	60	60	107	127
Contributed Assets	-	-	-	-	-
Interest on Investments	19,460	35,000	35,000	(15,540)	27,360
Sewer Tax Roll	-	-	-	-	-
Forfeited Discounts	5,724	12,000	12,000	(6,276)	6,720
Misc Non-Operating Revenues	-	127	127	(127)	63
Apply Unrestricted Fund Balance	-	-	-	-	-
TOTAL REVENUES	\$ 680,522	\$ 1,328,561	\$ 1,328,561	\$ (648,039)	\$ 682,171
<i>Budget Percentage Received YTD</i>	<i>51.22%</i>				
EXPENSES:					
Sewer Administration/Crew	\$ 136,759	\$ 181,776	\$ 181,776	\$ 45,017	\$ 119,598
Sewer Operations/Maintenance	98,613	337,282	337,282	238,669	77,912
Rib Mt Sewerage District	324,100	460,000	460,000	135,900	216,511
Depreciation	-	280,000	280,000	280,000	-
Utility Committee	-	842	842	842	-
Transfer to General Fund	-	-	-	-	-
TOTAL EXPENSES	\$ 559,472	\$ 1,259,900	\$ 1,259,900	\$ 700,428	\$ 414,021
<i>Budget Percentage Expended YTD</i>	<i>44.41%</i>				
NET CHANGE IN NET POSITION	\$ 121,050	\$ 68,661	\$ 68,661	\$ 52,389	\$ 268,150
<u>Asset Additions:</u>					
Capital Projects	\$ 424,110	\$ 1,116,666	\$ 1,116,666	\$ 692,556	\$ 2,965

VILLAGE OF KRONENWETTER
Schedule of Debt Outstanding
July 31, 2026

Section 3, Item D.

NAME OF DEBT OBLIGATION:	As of 7/31/2026
2016 Lease Revenue Bonds	\$ 1,445,000.00
2018 General Obligation Notes	325,000.00
2021A General Obligation Bonds	1,770,000.00
2021B General Obligation Bonds	1,030,000.00
2023 Fire Truck Note	541,545.06
2024 Safe Water Drinking Loan	2,949,013.76
2024 General Obligation Notes	6,475,000.00
TOTAL DEBT OUTSTANDING	\$ 14,535,558.82

DEBT OUTSTANDING BY FUNDING SOURCE:	As of 7/31/2026
Debt Service Fund - Tax Levy	\$ 3,186,545.06
TID #1 Fund	2,620,000.00
TID #2 Fund	5,010,000.00
TID #3 Fund	-
TID #4 Fund	770,000.00
Water Utility Fund	2,949,013.76
Sewer Utility Fund	-
TOTAL DEBT OUTSTANDING - by Funding Source	\$ 14,535,558.82

DEBT OUTSTANDING BY DEBT TYPE:	As of 7/31/2026
General Obligation Debt	\$ 10,141,545.06
Lease Revenue Bonds	1,445,000.00
Water Utility Safe Water Drinking Loan	2,949,013.76
Water Utility Revenue Bonds	-
Sewer Utility Revenue Bonds	-
TOTAL DEBT OUTSTANDING - by Debt Type	\$ 14,535,558.82

CALCULATION OF GENERAL OBLIGATION DEBT CAPACITY:	As of 7/31/2026	Debt Capacity
2026 Equalized Valuation of Village	\$ 1,182,976,700	
	x 5%	
2026 Maximum General Obligation Debt Limit	<u>\$ 59,148,835</u>	
2026 Maximum General Obligation Debt Limit	\$ 59,148,835	
Less: 7/31/2026 Outstanding General Obligation Debt	<u>\$ (10,141,545)</u>	17.15%
2026 General Obligation Debt Limit Available to Village	<u>\$ 49,007,290</u>	82.85%

Greg Ulman

From: James Davel
Sent: Monday, July 13, 2026 1:54 PM
To: Dan Joling
Cc: Greg Ulman
Subject: RE: [External] Unison Infrastructure Contact Information, Preliminary Offer and Future Revenue Sharing Opportunity

I think we should focus on the renewal of AT&T and focus on other issues at this time.

Jim

James A. Davel
Village of Kronenwetter
Village Administrator

Phone: 715—692-1727
Email: jdavel@kronenwetter.gov

1582 Kronenwetter Drive
Kronenwetter, WI 54455

www.kronenwetter.gov

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From: Dan Joling <djoling@kronenwetter.gov>
Sent: Monday, July 13, 2026 1:53 PM
To: Greg Ulman <gulman@kronenwetter.gov>
Cc: James Davel <jdavel@kronenwetter.gov>
Subject: Fwd: [External] Unison Infrastructure Contact Information, Preliminary Offer and Future Revenue Sharing Opportunity

Gentlemen,

Maybe it's time that we decide. Are we going to move forward or entertain any offers or are we just gonna put this all on the back burner? That way I can tell these people that just keep contacting me what the intent of the Village is with regards to these tower leases.

Dan-VP
Sent from my iPad

Begin forwarded message:

From: Scott Tonnesen <stonnesen@unisoninfra.com>
Date: July 13, 2026 at 1:33:01 PM CDT
To: Dan Joling <djoling@kronenwetter.gov>

Subject: RE: [External] Unison Infrastructure Contact Information, Preliminary Offer and Future Revenue Sharing Opportunity

Hi Dan,

I tried to reach you a little earlier. Just checking in to see if you received any feedback from the Committee regarding my offer?

Let me know!

Scott



Scott Tonnesen

Managing Director

678-447-0557

stonnesen@unisoninfra.com

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From: Dan Joling <djoling@kronenwetter.gov>

Sent: Wednesday, May 13, 2026 3:13 PM

To: Scott Tonnesen <stonnesen@unisoninfra.com>

Subject: Re: [External] Unison Infrastructure Contact Information, Preliminary Offer and Future Revenue Sharing Opportunity

Mr. Tonnesen,

Apologize just getting around to going through emails here. Yes, I did receive it and yes I will forward to the proper committee.

Dan Joling

Sent from my iPad

On May 12, 2026, at 9:18 AM, Scott Tonnesen <stonnesen@unisoninfra.com> wrote:

Hey Dan, (please reply to this email that you received it)

Per our conversation this morning, please see our preliminary offers below for the Utility's review and consideration. As discussed, please email me a copy of the AT&T lease agreement so I can put a more formal offer letter together.

Unison Offer

1. For approximately \$31,000 in annual rent from AT&T
 1. **20-year Term Easement - \$362,000.00 Lump Sum**
 2. **35-year Term Easement - \$415,000.00 Lump Sum**

Revenue Share

- 1. Unison markets the property and splits new revenue from additional tenants 50/50 on an additional 100 square feet

Next step to get a formal offer:

- 2. Copy of the lease and all amendments
- 3. Proof of Rent

Founded in 2003, Unison Infrastructure LLC has purchased over \$2B in leases from private property owners, commercial property owners, non-profits, and municipalities.

<https://www.unisoninfra.com/>

<image001.png>

Best regards,

Scott

<image002.png>

Scott Tonnesen

Managing Director

678-447-0557

stonnesen@unisoninfra.com

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Market: IL / WI
 Cell Site Number: WI05414
 Cell Site Name: KRONENWETTER WT
 Fixed Asset Number: 10124070

SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT (“**Amendment**”) dated as of the later date below (“**Effective Date**”) is by and between Village of Kronenwetter, a municipal corporation of the state of Wisconsin having a mailing address at 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, Lessor (or its affiliate or predecessor-in-interest) and Lessee (or its affiliate or predecessor-in-interest) entered into a Water Tower Lease Agreement dated May 23, 2005, as amended by First Amendment to Water Tower Lease Agreement dated March 23, 2016, whereby Lessor leased to Lessee certain Premises (“**Premises**”), therein described, that are a portion of the Property (“**Property**”) located at 1688 Pine Road, Kronenwetter, WI 54455 (collectively, the “**Agreement**”); and

WHEREAS, the Term of the Agreement will expire on May 31, 2046, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee 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; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Renewal Term.** Accordingly, at the end of the final Extension Term presently set forth in the Agreement, the Term will automatically renew for one (1) separate consecutive additional

periods of five (5) years each (each being defined as a “**Renewal Term**”) upon the same terms and conditions of the Agreement, unless Lessee notifies Lessor in writing of Lessee’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.

1. **Modification of Rent.** Commencing on June 1, 2026 the current Annual Rent payable under the Agreement shall be Twenty-Seven Thousand and No/100 Dollars (\$27,000.00) per year (the “**Annual Rent**”), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Annual Rent prior to or after the Effective Date, Lessee shall have the right to deduct from any future Annual Rent payments an amount equal to the overpayment amount.

2. **Future Rent Increase / Renewal Term Increase.** The Agreement is amended to provide that commencing on June 1, 2027, Annual Rent shall increase by two percent (2%) and at the beginning of each Renewal Term, as applicable.

3. **Emergency 911 Service.** In the future, without the payment of additional rent, or any other consideration, and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may 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.

4. **Acknowledgement.** Lessor acknowledges that: 1) this Amendment is entered into of the Lessor’s free will and volition; 2) Lessor has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Lessor’s decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Lessee:

- a) To Lessee’s Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessee’s Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site #: WI5414; Cell Site Name: KRONENWETTER WT (WI)
 Fixed Asset #: 10124070

208 S. Akard Street
Dallas, TX 75202-4206

For Notices of Default to Lessor:

- a) To Lessor at jdavel@kronenwetter.gov; and
- b) To Lessor's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

All other Notices will be sent:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessor at jdavel@kronenwetter.gov

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. 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.

6. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to Annual Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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

LESSOR:

Village of Kronenwetter,
a municipal corporation of the state of Wisconsin

By: _____

Print Name: _____

Its: _____

Date: _____

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

Signed by:
By: Andrew T. Flowers
FBA958116C684E8...

Print Name: Andrew T. Flowers

Its: Lead Network Access C&E - Manager

Date: 6/8/2026

Market: IL / WI
 Cell Site Number: WI5414
 Cell Site Name: KRONENWETTER WT
 Fixed Asset Number: 10124070

SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT (“**Second Amendment**”) dated as of the later date below is by and between Village of Kronenwetter, a municipal corporation of the state of Wisconsin, having a mailing address at 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, Lessor and Lessee (or its affiliate or predecessor-in-interest) entered into a Water Tower Lease Agreement dated May 23, 2005, as amended by First Amendment to Water Tower Lease Agreement dated March 23, 2016, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 1688 Pine Road, Kronenwetter, WI 54455 (collectively, the “**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee desire to adjust the Annual Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the current term, which commenced on June 1, 2021, shall expire on May 31, 2026 (“**Current Term**”), and commencing on June 1, 2026, will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional five (5) year terms (each an “**Additional Extension Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Additional Extension Term. The Terms will automatically renew without further action by Lessee, unless Lessee notifies Lessor in writing of Lessee’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Additional Extension Term. Lessor agrees and acknowledges that, except as such permitted use or other rights may be amended herein,

Lessee may continue to use and exercise its rights under the Agreement as permitted prior to the first Additional Extension Term.

2. Modification of Annual Rent. Commencing on June 1, 2026, the current Annual Rent payable under the Agreement shall be Twenty-Seven Thousand and No/100 Dollars (\$27,000.00) per year (the “**Annual Rent**”), and shall continue during the Term, subject to adjustment, as provided below. In the event of any overpayment of Annual Rent prior to or after the Effective Date, Lessee shall have the right to deduct from any future Annual Rent payments an amount equal to the overpayment amount.

3. Future Annual Rent Increase /Annual Payments. The Agreement is amended to provide that commencing on June 1, 2027, and every year thereafter, Annual Rent shall increase by two percent (2%) over the Annual Rent paid during the previous year.

4. Acknowledgement. Lessor acknowledges that: 1) this Second Amendment is entered into of the Lessor’s free will and volition; 2) Lessor has read and understands this Second Amendment and the underlying Agreement and, prior to execution of this Second Amendment, was free to consult with counsel of its choosing regarding Lessor’s decision to enter into this Second Amendment and to have counsel review the terms and conditions of this Second Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Second Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

5. Notices. Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Lessee:

- a) To Lessee’s Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessee’s Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site #: WI5414; Cell Site Name: KRONENWETTER WT (WI)
 Fixed Asset #: 10124070
 208 Akard Street
 Dallas, TX 75202-4206

For Notices of Default to Lessor:

- a) To Lessor at pwegner@kronenwetter.org; and

- b) To Lessor's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

All other Notices will be sent:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and

- b) To Lessor at:

Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. 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.

6. Amendment to Memorandum of Agreement. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Amendment to Memorandum of Agreement. Either party may record this memorandum at any time, in its absolute discretion.

7. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

8. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be effective as of the last date written below.

LESSOR:
Village of Kronenwetter,
a municipal corporation of the state of Wisconsin

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: [NOT FOR EXECUTION]

By: [NOT FOR EXECUTION]

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **Village of Kronenwetter, a municipal corporation of the state of Wisconsin**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____

My appointment expires: _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Cell Site No.: W15414
Cell Site Name: KRONENWETTER WT
Fixed Asset No.: 10124070
Market: IL / WI
Address: 1688 Pine Road

Section 4, Item E.

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the Village of Kronenwetter, a municipal corporation of the state of Wisconsin, having a mailing address of 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (hereinafter referred to as "**Lessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to American Cellular Corporation, a Delaware corporation, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

WHEREAS, Lessor (or its respective predecessor-in-interest) and Lessee (or its respective predecessor-in-interest) entered into a Water Tower Lease Agreement dated May 23, 2005 (hereinafter, the "**Agreement**"), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 1688 Pine Road, Kronenwetter, WI; and

WHEREAS, the term of the Agreement will expire on May 31, 2020, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to adjust the Annual Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee 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; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on June 1, 2016 ("**New Term Commencement Date**"). As of the New Term Commencement Date, the term

Market: IL / WI
Address: 1688 Pine Road

provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Annual Rent.** Commencing on June 1, 2016, the current annual rent payable under the Agreement shall be Twenty-Eight Thousand and No/100 Dollars (\$28,000.00) annually (the "**Annual Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Paragraph 4(b) of the Agreement shall be amended to provide that Annual Rent shall be adjusted as follows: commencing on June 1, 2021, and each Additional Extension Term exercised thereafter, the Annual Rent will increase by twelve percent (12%) over the Annual Rent paid during the previous Term.

3. **Emergency 911 Service.** In the future, without the payment of additional Annual Rent, or any other consideration, and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment only if and only to the extent necessary to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. **Rental Stream Offer.** If at any time after the date of this First Amendment, Lessor receives, and is considering to accept, a bona fide written offer from a third party seeking an assignment or transfer of the Annual Rent payments associated with the Agreement ("**Rental Stream Offer**"). Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the ninety (90) day period, Lessor may assign the right to receive Annual Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Agreement. If Lessor attempts to assign or transfer Annual Rent payments without complying with this Paragraph, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Lessor complies with this Paragraph.

5. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

Market: IL / WI
Address: 1688 Pine Road

6. **Acknowledgement.** Lessor acknowledges that: 1) this First Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this First Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

"(a) **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 as follows:

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # WI5414
Cell Site Name KRONENWETTER WT (WI); Fixed Asset No.: 10124070
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # WI5414
Cell Site Name KRONENWETTER WT (WI); Fixed Asset No: 10124070
208 S. Akard Street
Dallas, Texas. 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Lessor:

Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

Market: IL / WI
Address: 1688 Pine Road

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor will send the below documents to Lessee. In the event Lessee does not receive such appropriate documents, Lessee shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New IRS Form W-9
- (iii) Completed and Signed AT&T Payment Direction Form
- (iv) Full contact information for new Lessor including all phone numbers

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

8. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

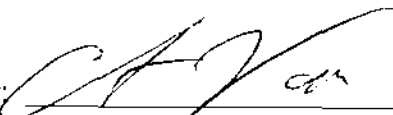
Market: IL / WI
Address: 1688 Pine Road

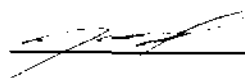
IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LESSOR:
Village of Kronenwetter,
a municipal corporation of the state of
Wisconsin

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
(MUST USE BLACK INK)

By: 
(MUST USE BLACK INK)

Print Name: Chris Voll

Print Name: JC Mayfield
Professional-Tech Project Mgmt

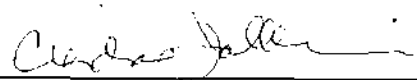
Title: Village President

Title: _____

Date: 3/1/16

Date: 23 March 2016

ATTEST:

By: 
Print Name: Christopher J. Kowalski
Title: Village Clerk

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Market: IL / WI
Address: 1688 Pine Road

LESSOR ACKNOWLEDGEMENT

STATE OF Wisconsin)
) SS.
COUNTY OF Dane)

(MUST USE BLACK INK)

I certify that I know or have satisfactory evidence that **Chris Voll** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Village President** of the **Village of Kronenwetter**, a municipal corporation of the state of Wisconsin, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 1st, 2016

Notary Seal

Joanne L. Ruchel
(Signature of Notary)

Joanne L. Ruchel
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Wisconsin

My appointment expires: 06-23-2017

Market: IL / WI
Address: 1688 Pine Road

LESSEE ACKNOWLEDGEMENT

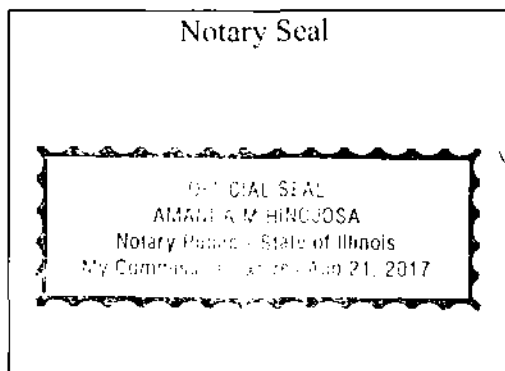
STATE OF Illinois
COUNTY OF Cook) SS.)

(MUST USE BLACK INK)

JC Mayfield

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged
it as the Professional Tech Project Mgmt of AT&T Mobility Corporation, the
Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free
and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/23/16



(Signature of Notary)

Amanda Hinojosa

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

My appointment expires:

3/21/17



Report to Utility Committee

Agenda Item: Septic Tank Ordinance

Meeting Date: September 1, 2026

Referring Body: Utility Committee

Committee Contact:

Staff Contact: Greg Ulman

Report Prepared by: Greg Ulman

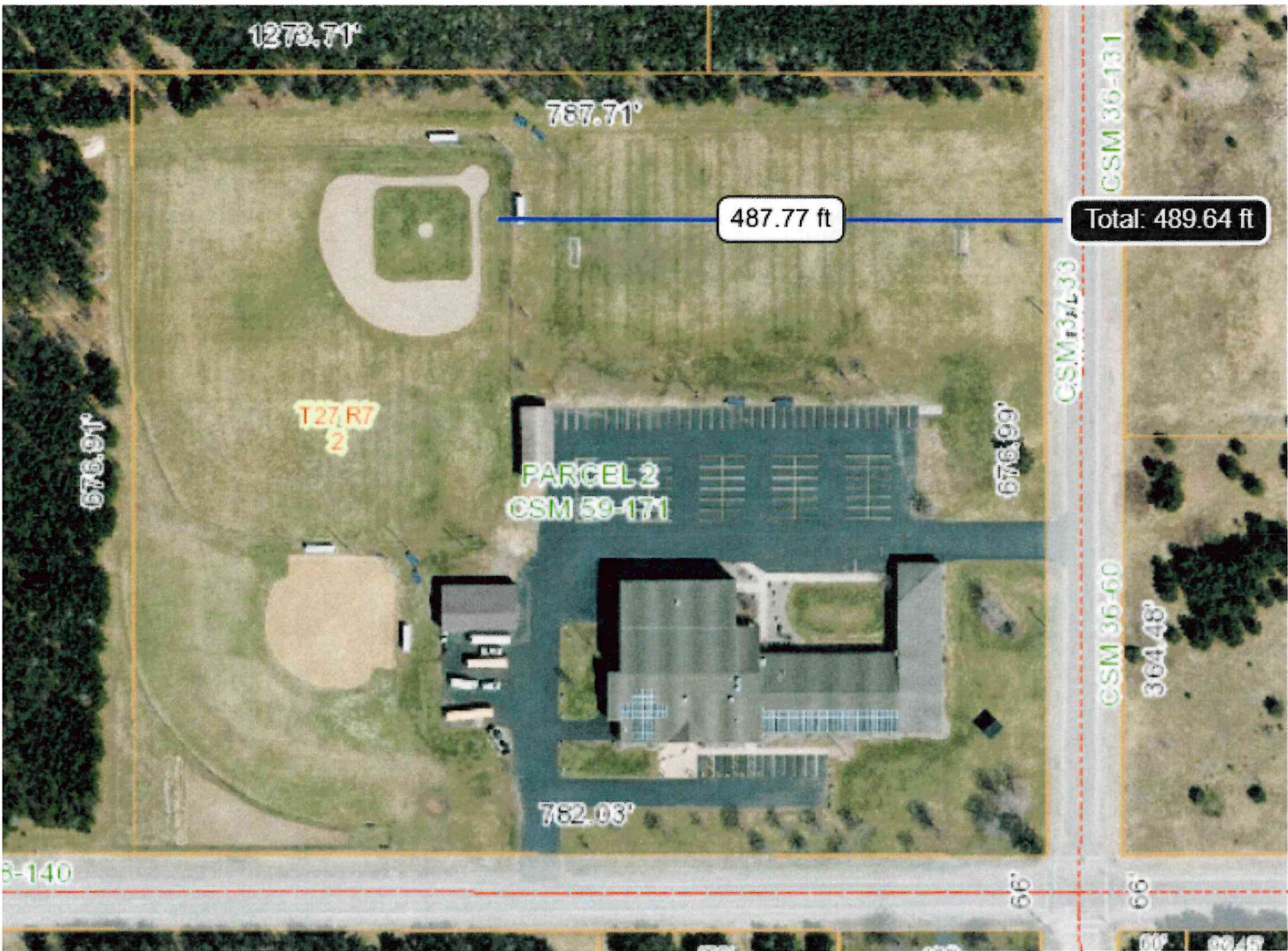
AGENDA ITEM: Septic Tank Ordinance

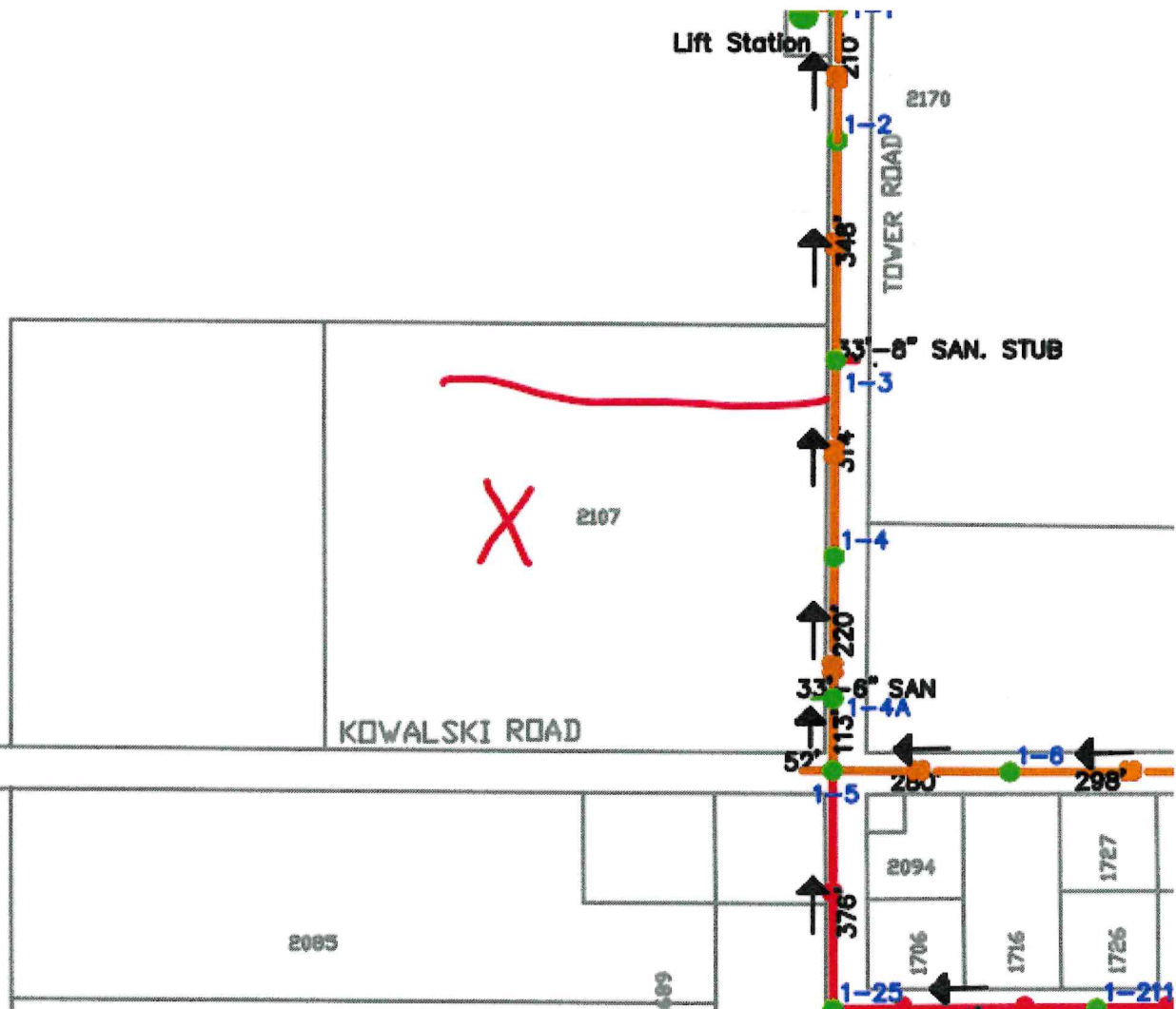
OBJECTIVE(S): To look at the Village's current ordinance and discuss options regarding septic tanks.

HISTORY/BACKGROUND:

Northland Lutheran High School is looking to hook up a small kitchen and/or bathroom to a septic holding tank in their athletic facility behind the school at 2107 Tower Rd. in Kronenwetter. Our current ordinance prohibits septic tanks, however, since this is a temporary use seasonal facility would the Village entertain the idea of amending the ordinance to allow this type of structure to exist in a non-household situation?

RECOMMENDED ACTION: Review ordinance and give guidance to staff.





The maintenance and use of septic tanks and other private sewage disposal systems within the boundaries of the village and serviced by its sewer system are hereby declared to be a public nuisance and a health hazard. From and after December 31, 1997, the use of septic tanks or any private sewage disposal system within the boundaries of the village serviced by the sewer system shall be prohibited.

(Ord. of 4-12-2004; Ord. of 11-17-2009)

POLICY ID: PW-011		TITLE: Water and sewer service policy for non-standard water and sewer lateral installations	
☒ ORIGINAL	☐ REVISION	APPROVED BY VILLAGE BOARD:	DATE:
EFFECTIVE DATE: Immediate		 Village Clerk	April 11, 2017
APPLIES TO:		☒ FLSA EXEMPT	☒ FLSA NON-EXEMPT
		☒ REPRESENTED EMPLOYEES	☒ Non-REPRESENTED EMPLOYEES
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

Purpose:

Periodically Village residents near existing Village sewer and water mains require or desire municipal sewer/water facilities. However, existing main line pipes may not be installed abutting the resident's property, such that a typical sewer/water lateral configuration can be installed. Mains may be located abutting an adjacent property, but located on the far side of the abutting parcel, placing them 100 feet or more away. Or mains may be located across an intersection. Or there may be a vacant parcel or resident not desiring service between the mains and the resident in need of service. The dead end sewer main located nearby may be too shallow to provide gravity sewer service to the resident needing/desiring service.

The vast majority of sewer/water laterals are constructed perpendicular to the mains and right of way, in front of the dwelling being serviced, with the municipal portion of the services being 30 to 40 feet long. In cul-de-sacs or on curves the municipal section of the service line maybe longer. The standard Village policy on maintenance and/or repair of laterals is that portion of the piping in the right of way is the responsibility of the Village.

In most cases the preferred method of providing new properties with sewer/water service is to install mainline extensions. In these situations a maximum sewer extension length would be 400 feet (maximum 400 feet between manholes) and a water main of 600 feet (fire hydrants required every 600 feet). Shorter distances are certainly possible. However, the fixed costs of dead end manholes and fire hydrants rapidly increase the per foot cost of the main extensions the shorter they are. Main extensions also add another variable in that there would be property across the street that could also receive services – a service that the resident across the street may not want. However, since municipal services are "available" they may be required to abandon their private facilities and connect to the municipal facilities. Also in most cases the main line extensions, when possible, would be installed to the far side of the resident's property, so that the next extension begins at the new service area, not part way through the downstream previously serviced property.

Procedure:

When main line extensions are cost prohibited for an adjacent resident to receive sewer/water services, private laterals may be installed in the ditch line, parallel to the right of way, in front of an adjacent residents dwelling, to connect to existing facilities located nearby.

These long services should be;

- 1) Pipe limited to 200 feet in length from the connection to the main to where they enter the property being serviced.
- 2) Gravity sewer lateral cleanouts shall be constructed in concrete and/or ductile iron frost sleeves to protect them from damage.
- 3) Sewer laterals maybe small diameter force mains from private grinder pump stations when adequate grade is not available for gravity sewer service.
- 4) Only the first 30 feet of the sewer and water services shall be the maintenance responsibility of the Village. From 30 feet out, to the dwelling being serviced, shall be considered the private portion of the service and the responsibility of the customer, even though the piping is located in the right of way. The water service curb stop shall be located near the main being tapped. A second curb stop at the customer's property line would be recommended.
- 5) The customer shall be responsible for operation and maintenance, including Digger's locates, for the extra lengths.

- 6) At such time main line sewer and/or water mains are extended adjacent to the customer's property, the long services shall be abandoned and shortened to conventional lengths at the customer's expense.
- 7) The new customer shall submit plans of such proposed services for approval to various Village committees and the Village Board. Approvals will be granted on a case by case bases, pending the particular circumstances of the existing mains, design grades, right of way conditions, level of service of the street and others such issues. A road excavating permit shall be required.
- 8) An agreement between the Village and customer shall be drafted and recorded addresses key issue for the particular installation.

Connection of long sewer or water services shall be subject to any connection fee and prevailing hookup or aid to construction fees.



Report to Utility Committee

Agenda Item: Data Center Ordinance

Meeting Date: September 1, 2026

Referring Body: Utility Committee

Committee Contact:

Staff Contact: Greg Ulman

Report Prepared by: Greg Ulman

AGENDA ITEM: Data Center Ordinance

OBJECTIVE(S): To create language in the Village's Ordinances regarding Data Centers.

HISTORY/BACKGROUND:

On August 10, 2026 the Village Board stated they wanted the Utility Committee and the Planning Commission to create language in our ordinance regarding data centers. At that same meeting the Village put on a 1-year moratorium on any creation of data centers in the Village until we have language in our ordinance. Over the next 12 months the Utility Committee will give its recommendations to Plan Commission about how our water and sewers could be impacted by a data center. As staff has not been involved in a site plan from a data center we will need to research what other data centers in our area use for water and sewer needs. There are many systems in place for how the data centers use and recycle water, and the Utility Committee could set standards going forward.

This will be an ongoing discussion until we give our recommendation to the Plan Commission.

RECOMMENDED ACTION: None at this time, but keep the dialog going at every meeting.