

Tuesday, May 9, 2023

7:00 PM

McFarland Municipal Center
Community Room

AGENDA

You are invited to this meeting through a Zoom webinar. The public may attend in-person or remotely through the webinar or telephone options listed below.

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/81924903354>

Or by Telephone: +1 (312) 626-6799

Webinar ID: 819 2490 3354

Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER.
2. ROLL CALL.
3. PUBLIC ANNOUNCEMENTS, COMMUNICATIONS, AND PROCLAMATIONS.
4. CONSENT AGENDA.
 - a. All items listed under the Consent Agenda will be approved in one motion unless a Board member requests that the item be removed for individual discussion and action. Any item(s) removed for individual consideration shall be considered in the same order in which they were originally listed on the agenda under Business.
 - 1) Motion to approve checks in the amount of \$655,658.36.
 - 2) Motion to approve an event permit for the American Legion Post 534 to hold the Memorial Day Parade on May 29, 2023 with the conditions provided in the packet.
 - 3) Motion to approve an event permit and a Temporary Class B license for beer and wine for the Shake the Shelter Event to be held on May 20, 2023 from 6 p.m. to 10 p.m with the conditions provided by the staff in packet.
 - 4) Motion to approve a Temporary Class B license for fermented malt beverages and wine for the Edwards-Foye American Legion Post 534 for the Take a Vet Fishing event to be held on June 17, 2023 with the conditions provided by Police Chief Chapin and recommended by the Public Safety Committee.
 - 5) Motion to approve an event permit for the McFarland Pride Association to hold a picnic in Arnold Larson Park on June 25, 2023 from 10:00 a.m. to 4:00 p.m. with the conditions provided by the Public Works Director, Police Chief and Fire & Rescue Chief as recommended by the Public Safety Committee.
 - 6) Motion to approve a proclamation designating the last friday in April as Arbor Day in McFarland.
 - 7) Motion to approve correction of the term of appointment for Jessica Tokar to serve on the Parks & Recreation Committee for a term ending April 14, 2025.

- 8) Motion to approve appointing Matthew Coan to serve on the Public Works & Utilities Committee for a term ending April 15, 2024.
- 9) Motion to approve an operator's license for Kendrick Watkins for the period ending June 30, 2023 with the condition that staff run quarterly background checks on Kendrick Watson and that any future offenses contained within the Operator's License Approval Policy, Section 4: Criteria for Denial that occur be grounds for staff to commence the revocation process with the additional recommendation that the conditions noted continue for all future licensing periods until the offenses noted drop off and that a public hearing not be required for the upcoming licensing periods
- 10) Motion to approve the award of contract for the 2023 Burma Tower repainting project as recommended by the Public Works/Utilities Committee.
- 11) Motion to approve a proposal from Town & Country Engineering to create a stormwater management area maintenance plan as recommended by the Public Works/Utilities Committee.
- 12) Motion to approve a proposal from Town & Country to conduct a stormwater rate study.
- 13) Motion to approve a Temporary Class B license for fermented malt beverages for the Matt Splinter Memorial Softball Tournament for the event to be held on June 2, 2023, June 3, 2023, and June 4, 2023 with the conditions provided by Police Chief Chapin.

5. PUBLIC APPEARANCES.

- a. This is an opportunity for members of the public to address the Village Board for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Board about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Board should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Board for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to village.clerk@mcfarland.wi.us to be included as part of the meeting.

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.

6. BUSINESS.

- a. Finance Committee (Trustees Brassington, Brandt & Flaherty)
 - 1) Discussion and action to create Chapter 13 of the Fiscal Policy Manual as the Community Grant Policy.
- b. Sustainability & Natural Resources Committee (Trustee Flaherty & President Clow)
 - 1) Discussion and possible action to approve a Vacant Land Lease Agreement with the McFarland School District for the purpose of subleasing parcel 154/0710-354-8341-1, near 3451 Siggelkow Road, to Wisconsin Power & Light Company for a solar photovoltaic generating facility.

- 2) Discussion and possible action to approve a proposal from HGA for design, bid, and construction administration services for installation of a battery and microgrid at the Public Safety Center.

7. SCHEDULE NEXT MEETING DATE.

- a. May 23, 2023 - Committee of the Whole - 5:30 pm
- b. May 23, 2023 - Village Board - 7:00 pm
- c. May 31, 2023 - Special Village Board (Strategic Planning Meeting #1) - 5:30 pm
- d. June 13, 2023 - Village Board - 7:00 pm

8. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Consent Agenda

The Consent Agenda is for routine, procedural, and self-explanatory non-controversial items. Items will be approved by one motion unless a Board member requests that the item be removed. Board members who have a question on an item on the consent agenda or would like to have additional discussion, should request an item be removed from the consent agenda and discussed separately. Items requested to be dealt with separately, will be dealt with in the same order in which they were originally listed on the Consent Agenda under Business.

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
10	ARAMARK	6140164913	MAT RENTAL	1	04/21/2023	52.33	.00	52.33	05/04/2023
		6140168797	MATS	1	04/28/2023	52.33	.00	52.33	05/04/2023
Total 10:						104.66	.00	104.66	
30	ALLIANT ENERGY/WP&L	041923	2860 HIDDEN FARM	1	04/19/2023	30.20	.00	30.20	05/01/2023
		041923	DOG PARK/6300 ELVEHJ	2	04/19/2023	928.09	.00	928.09	05/01/2023
		042423	SIRENS	1	04/24/2023	25.95	.00	25.95	05/04/2023
		042423	WATER TOWER HOLSCH	2	04/24/2023	20.09	.00	20.09	05/04/2023
		042423	WATER TOWER BURMA	3	04/24/2023	65.65	.00	65.65	05/04/2023
		042423	LEWIS PARK	4	04/24/2023	125.92	.00	125.92	05/04/2023
		042423	BRANDT PARK	5	04/24/2023	43.26	.00	43.26	05/04/2023
		042423	WELL #3	6	04/24/2023	1,282.78	.00	1,282.78	05/04/2023
		042423	WELL #3	7	04/24/2023	31.28	.00	31.28	05/04/2023
		042423	WELL #4	8	04/24/2023	29.89	.00	29.89	05/04/2023
		042423	LIFT #1	9	04/24/2023	165.99	.00	165.99	05/04/2023
		042423	LIFT #2	10	04/24/2023	171.56	.00	171.56	05/04/2023
		042423	LIFT #3	11	04/24/2023	61.50	.00	61.50	05/04/2023
		042423	LIFT #5	12	04/24/2023	214.17	.00	214.17	05/04/2023
		042423	FLOWER CORNER	13	04/24/2023	24.13	.00	24.13	05/04/2023
		042423	TRAFFIC FLASHERS - CR	14	04/24/2023	16.52	.00	16.52	05/04/2023
		042423	GAZEBO	15	04/24/2023	28.74	.00	28.74	05/04/2023
		042423	CEDAR GLADE AERATOR	16	04/24/2023	14.22	.00	14.22	05/04/2023
		042423	STREET LIGHTING (2)	17	04/24/2023	278.79	.00	278.79	05/04/2023
		042423	TRAFFIC FLASHERS - BA	18	04/24/2023	17.61	.00	17.61	05/04/2023
		042423	TRAFFIC FLASHERS - FA	19	04/24/2023	16.80	.00	16.80	05/04/2023
		042423	TRAFFIC FLASHERS - FA	20	04/24/2023	16.40	.00	16.40	05/04/2023
		042423	WELL #1	21	04/24/2023	40.30	.00	40.30	05/04/2023
		042423	WELL #1	22	04/24/2023	474.36	.00	474.36	05/04/2023
		042423	5802 MAIN ST - HOUSE/J	23	04/24/2023	162.50	.00	162.50	05/04/2023
		042423	5307 HOUGH ST	24	04/24/2023	16.12	.00	16.12	05/04/2023
			6922801707-	PSC ELECTRICITY/GAS	1	04/19/2023	3,055.96	.00	3,055.96
Total 30:						7,358.78	.00	7,358.78	
79	BAYCOM INC	EQUIPINV_0	SQUAD RADIO EQUIPME	1	04/25/2023	504.63	.00	504.63	05/04/2023
Total 79:						504.63	.00	504.63	
104	BOBCAT OF MADISON IN	01-110724	TOOLCAT MAINTENANCE	1	04/28/2023	116.95	.00	116.95	05/04/2023
		01-110724	TOOLCAT MAINTENANCE	2	04/28/2023	116.95	.00	116.95	05/04/2023
		01-110724	TOOLCAT MAINTENANCE	3	04/28/2023	116.95	.00	116.95	05/04/2023
		01-110724	TOOLCAT MAINTENANCE	4	04/28/2023	428.84	.00	428.84	05/04/2023
Total 104:						779.69	.00	779.69	
157	CHAMPIONSHIP AWARD	69668	NAME PLATES	1	04/28/2023	21.96	.00	21.96	05/04/2023
		69673	PLAQUE W/LOGO	1	04/24/2023	55.00	.00	55.00	05/04/2023
Total 157:						76.96	.00	76.96	
161	CHASE LUMBER AND FU	0003/200278	TRUCK 32 MAINTENANC	1	04/14/2023	31.30	.00	31.30	05/04/2023
		0003/200278	TRUCK 32 MAINTENANC	2	04/14/2023	8.54	.00	8.54	05/04/2023
		0003/200278	TRUCK 32 MAINTENANC	3	04/14/2023	8.54	.00	8.54	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		0003/200278	TRUCK 32 MAINTENANC	4	04/14/2023	8.54	.00	8.54	05/04/2023
		0003/200280	DOG PARK KIOSK	1	04/25/2023	26.72	.00	26.72	05/04/2023
		0003/200280	COMMUNITY PARK GATE	1	04/26/2023	24.54	.00	24.54	05/04/2023
		042723	REFUND CREDIT ON FIN	1	04/27/2023	8.53	.00	8.53	05/01/2023
Total 161:						116.71	.00	116.71	
172	CITY OF MADISON TREA	43768	SIGNS	1	04/10/2023	1,628.51	.00	1,628.51	05/04/2023
Total 172:						1,628.51	.00	1,628.51	
212	CREATIVE SIGNS	050223	VEHICLE DECALS TRK #3	1	05/02/2023	159.50	.00	159.50	05/04/2023
		050223	VEHICLE DECALS TRK #3	2	05/02/2023	43.50	.00	43.50	05/04/2023
		050223	VEHICLE DECALS TRK #3	3	05/02/2023	43.50	.00	43.50	05/04/2023
		050223	VEHICLE DECALS TRK #3	4	05/02/2023	43.50	.00	43.50	05/04/2023
Total 212:						290.00	.00	290.00	
225	DANE CO HIGHWAY	29860	SALT BRINE	1	03/31/2023	562.50	.00	562.50	05/04/2023
		29860	PAULSON ROAD TRAFFI	2	03/31/2023	735.30	.00	735.30	05/04/2023
Total 225:						1,297.80	.00	1,297.80	
229	DANE CO CLERK	CLERK 2023	TRAINING LUNCHEON	1	04/27/2023	36.00	.00	36.00	05/04/2023
Total 229:						36.00	.00	36.00	
341	ENVIRONMENT CONTRO	26921-613	JANITORIAL SERVICES	1	05/01/2023	2,699.00	.00	2,699.00	05/04/2023
Total 341:						2,699.00	.00	2,699.00	
345	JFTCO, INC	PIMS026177	BACKHOE PARTS	1	04/21/2023	25.72	.00	25.72	05/04/2023
		PIMS026177	BACKHOE PARTS	2	04/21/2023	7.01	.00	7.01	05/04/2023
		PIMS026177	BACKHOE PARTS	3	04/21/2023	7.01	.00	7.01	05/04/2023
		PIMS026177	BACKHOE PARTS	4	04/21/2023	7.01	.00	7.01	05/04/2023
		PIMS026207	BACKHOE PARTS	1	04/24/2023	21.12	.00	21.12	05/04/2023
		PIMS026207	BACKHOE PARTS	2	04/24/2023	21.12	.00	21.12	05/04/2023
		PIMS026207	BACKHOE PARTS	3	04/24/2023	21.12	.00	21.12	05/04/2023
		PIMS026207	BACKHOE PARTS	4	04/24/2023	77.44	.00	77.44	05/04/2023
		SIMS005171	BACKHOE	1	04/26/2023	38,088.15	.00	38,088.15	05/04/2023
		SIMS005171	BACKHOE	2	04/26/2023	10,387.88	.00	10,387.88	05/04/2023
		SIMS005171	BACKHOE	3	04/26/2023	10,387.88	.00	10,387.88	05/04/2023
		SIMS005171	BACKHOE	4	04/26/2023	10,387.88	.00	10,387.88	05/04/2023
Total 345:						69,439.34	.00	69,439.34	
350	FASTENAL COMPANY	WIMAD4511	PARK SUPPLIES	1	04/19/2023	25.50	.00	25.50	05/04/2023
Total 350:						25.50	.00	25.50	
361	FIRST SUPPLY LLC MADI	13667949-00	PARKS FAUCET REPLAC	1	04/24/2023	656.65	.00	656.65	05/04/2023
Total 361:						656.65	.00	656.65	
372	FOX VALLEY TECH COLL	TPB0000814	MILLER - TRAINING	1	04/24/2023	99.00	.00	99.00	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 372:						99.00	.00	99.00	
390	GBR CORPORATION	DF2846	MC ROOF REPAIR	1	04/11/2023	320.25	.00	320.25	05/04/2023
Total 390:						320.25	.00	320.25	
408	GRAINGER INC	9691021159	VEHICLE MAINTENANCE	1	04/28/2023	20.41	.00	20.41	05/04/2023
		9691021159	VEHICLE MAINTENANCE	2	04/28/2023	5.57	.00	5.57	05/04/2023
		9691021159	VEHICLE MAINTENANCE	3	04/28/2023	5.56	.00	5.56	05/04/2023
		9691021159	VEHICLE MAINTENANCE	4	04/28/2023	5.56	.00	5.56	05/04/2023
Total 408:						37.10	.00	37.10	
476	JEFFERSON FIRE & SAF	IN302033	FIRE HOSE REPAIR	1	03/20/2023	91.00	.00	91.00	05/04/2023
		IN302199	SCBA ANNUAL FLOW TE	1	04/17/2023	1,542.00	.00	1,542.00	05/04/2023
Total 476:						1,633.00	.00	1,633.00	
492	KAYSER AUTOMOTIVE G	176041P	VEHICLE MAINTENANCE	1	04/18/2023	94.52	.00	94.52	05/04/2023
		176337P	VEHICLE MAINT CAR 26	1	04/24/2023	75.29	.00	75.29	05/04/2023
		176337P	VEHICLE MAINT CAR 26	2	04/24/2023	20.53	.00	20.53	05/04/2023
		176337P	VEHICLE MAINT CAR 26	3	04/24/2023	20.53	.00	20.53	05/04/2023
		176337P	VEHICLE MAINT CAR 26	4	04/24/2023	20.53	.00	20.53	05/04/2023
		176363P	VEHICLE MAINT CAR 26	1	04/28/2023	34.44	.00	34.44	05/04/2023
		176363P	VEHICLE MAINT CAR 26	2	04/28/2023	9.40	.00	9.40	05/04/2023
		176363P	VEHICLE MAINT CAR 26	3	04/28/2023	9.39	.00	9.39	05/04/2023
		176363P	VEHICLE MAINT CAR 26	4	04/28/2023	9.39	.00	9.39	05/04/2023
Total 492:						294.02	.00	294.02	
553	LINCOLN CONTRACTOR	I43033	DOG PARK FACILITY MAI	1	04/26/2023	304.74	.00	304.74	05/04/2023
Total 553:						304.74	.00	304.74	
555	LINE-X OF MADISON INC	24952	TRUCK 33 BEDLINER/TO	1	04/20/2023	739.75	.00	739.75	05/04/2023
		24952	TRUCK 33 BEDLINER/TO	2	04/20/2023	201.75	.00	201.75	05/04/2023
		24952	TRUCK 33 BEDLINER/TO	3	04/20/2023	201.75	.00	201.75	05/04/2023
		24952	TRUCK 33 BEDLINER/TO	4	04/20/2023	201.75	.00	201.75	05/04/2023
Total 555:						1,345.00	.00	1,345.00	
575	MADISON MET SEWERA	IN000018520	1ST QUARTER CHARGES	1	04/01/2023	235,573.27	.00	235,573.27	05/04/2023
Total 575:						235,573.27	.00	235,573.27	
595	MATC	CORP - 0000	FIRE TRAINING CONROY	1	03/23/2023	147.95	.00	.00	Multiple
		CORP - 0000	FIRE TRAINING CONROY	2	03/23/2023	147.95-			
Total 595:						.00	.00	.00	
603	MCFARLAND CHAMBER	033123	ROOM TAX DISBURSEME	1	03/31/2023	872.73	.00	872.73	05/04/2023
Total 603:						872.73	.00	872.73	
634	MENARDS - MONONA	47333	PW SHOP SUPPLIES	1	04/19/2023	17.22	.00	17.22	05/04/2023
		47333	PW SHOP SUPPLIES	2	04/19/2023	17.22	.00	17.22	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		47333	PW SHOP SUPPLIES	3	04/19/2023	17.22	.00	17.22	05/04/2023
		47333	PW SHOP SUPPLIES	4	04/19/2023	63.16	.00	63.16	05/04/2023
		47385	PARKS SUPPLIES	1	04/20/2023	101.16	.00	101.16	05/04/2023
		47650	TERMINAL DRIVE RENTA	1	04/25/2023	11.19	.00	11.19	05/04/2023
		47652	PARKS SUPPLIES	1	04/25/2023	185.39	.00	185.39	05/04/2023
		47714	DOG PARK KIOSK	1	04/26/2023	7.70	.00	7.70	05/04/2023
		47817	LEWIS PARK FACILITY M	1	04/28/2023	21.89	.00	21.89	05/04/2023
		47824	HOUGH STREET RENTAL	1	04/28/2023	53.03	.00	53.03	05/04/2023
		47832	PARKS SUPPLIES	1	04/28/2023	168.61	.00	168.61	05/04/2023
Total 634:						663.79	.00	663.79	
640	MGE	1700324512-	4820 MARSH RD--SOCCE	1	04/26/2023	160.51	.00	160.51	05/04/2023
		3800120935-	STREET LIGHT	1	04/26/2023	33.76	.00	33.76	05/04/2023
		4900117592-	STREET LIGHT	1	04/26/2023	23.94	.00	23.94	05/04/2023
		7400232719-	LIFT #5 GAS	1	04/26/2023	46.80	.00	46.80	05/04/2023
		8600157181-	LIFT #4 ELECT	1	04/27/2023	43.30	.00	43.30	05/04/2023
Total 640:						308.31	.00	308.31	
667	MINNESOTA LIFE INS CO	002832L-050	LIFE INSURANCE	1	05/01/2023	1,445.31	.00	1,445.31	05/04/2023
Total 667:						1,445.31	.00	1,445.31	
747	PIONEER RIM & WHEEL	03CS0482	TRUCK #32 MAINTENAN	1	04/28/2023	6.97	.00	6.97	05/04/2023
		03CS0482	TRUCK #32 MAINTENAN	2	04/28/2023	1.90	.00	1.90	05/04/2023
		03CS0482	TRUCK #32 MAINTENAN	3	04/28/2023	1.90	.00	1.90	05/04/2023
		03CS0482	TRUCK #32 MAINTENAN	4	04/28/2023	1.90	.00	1.90	05/04/2023
Total 747:						12.67	.00	12.67	
756	POMP'S TIRE SERVICE I	80285075	VEHICLE MAINTENANCE	1	04/26/2023	30.49	.00	30.49	05/04/2023
		80285075	VEHICLE MAINTENANCE	2	04/26/2023	30.49	.00	30.49	05/04/2023
		80285075	VEHICLE MAINTENANCE	3	04/26/2023	30.49	.00	30.49	05/04/2023
		80285075	VEHICLE MAINTENANCE	4	04/26/2023	111.81	.00	111.81	05/04/2023
		80286258	M5 TIRE	1	04/19/2023	184.08	.00	184.08	05/04/2023
		80287118	M7 TIRE MAINTENANCE	1	04/29/2023	100.32	.00	100.32	05/04/2023
Total 756:						487.68	.00	487.68	
759	POSTMASTER	042023	USPS MARKETING MAIL	1	04/20/2023	96.67	.00	96.67	05/04/2023
		042023	USPS MARKETING MAIL	2	04/20/2023	96.67	.00	96.67	05/04/2023
		042023	USPS MARKETING MAIL	3	04/20/2023	96.66	.00	96.66	05/04/2023
Total 759:						290.00	.00	290.00	
764	PREMIER PAINT & WALLP	72834	PAINT SUPPLIES--GRAFF	1	05/01/2023	.89	.00	.89	05/04/2023
		72834	PAINT SUPPLIES--GRAFF	2	05/01/2023	.89	.00	.89	05/04/2023
		72834	PAINT SUPPLIES--GRAFF	3	05/01/2023	.89	.00	.89	05/04/2023
		72834	PAINT SUPPLIES--GRAFF	4	05/01/2023	3.29	.00	3.29	05/04/2023
Total 764:						5.96	.00	5.96	
797	REINDERS INC	2295876-00	PARKS SOD REPAIR SEE	1	04/19/2023	210.00	.00	210.00	05/04/2023
		2295876-00	PUBLIC WORKS SOD RE	2	04/19/2023	210.00	.00	210.00	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 797:						420.00	.00	420.00	
836	SCHILLING SUPPLY COM	915987-00	BATHROOM SUPPLIES	1	04/26/2023	133.79	.00	133.79	05/04/2023
Total 836:						133.79	.00	133.79	
958	TOWN & COUNTRY ENGI	25149	2023 WATER MAIN IMPR	1	04/13/2023	1,345.00	.00	1,345.00	05/04/2023
		25150	MC189 2022 STREET & U	1	04/13/2023	591.25	.00	591.25	05/04/2023
		25203	EXCHANGE ST FINAL EN	1	04/13/2023	22,949.78	.00	22,949.78	05/04/2023
		25204	MC197 PAULSON RD STR	1	04/13/2023	2,937.80	.00	2,937.80	05/04/2023
		25205	MC 198 LIFT STATION #2	1	04/13/2023	10,002.50	.00	10,002.50	05/04/2023
		25206	MC204 MCDANIEL PARK	1	04/13/2023	2,275.07	.00	2,275.07	05/04/2023
		25207	MC205 BURMA ROAD TO	1	04/13/2023	1,260.00	.00	1,260.00	05/04/2023
		25208	2023 STORMWATER SUP	1	04/13/2023	1,130.00	.00	1,130.00	05/04/2023
		25209	MC211 GIS SUPPORT	1	04/13/2023	152.50	.00	152.50	05/04/2023
		25209	MC211 GIS SUPPORT	2	04/13/2023	152.50	.00	152.50	05/04/2023
		25209	MC211 GIS SUPPORT	3	04/13/2023	152.50	.00	152.50	05/04/2023
		25209	MC211 GIS SUPPORT	4	04/13/2023	152.50	.00	152.50	05/04/2023
Total 958:						43,101.40	.00	43,101.40	
973	TRUCK COUNTRY	R201117977:	TENDER 6	1	10/03/2022	721.59	.00	721.59	05/04/2023
Total 973:						721.59	.00	721.59	
1015	VILLAGE OF MCFARLAN	043023	6001 BROADHEAD - PSC	1	04/30/2023	915.52	.00	915.52	05/04/2023
		043023	LIFT #1	2	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	WELL #3	3	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	WELL #1	4	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	WATER TOWER - HOLSC	5	04/30/2023	45.97	.00	45.97	05/04/2023
		043023	WATER TOWER - BURMA	6	04/30/2023	74.15	.00	74.15	05/04/2023
		043023	OLD WELL HOUSE	7	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	ROW CREAMERY RD	8	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	PARKING LOT	9	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	VOM - HOLSCHER	10	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	MUNICIPAL CENTER	11	04/30/2023	580.93	.00	580.93	05/04/2023
		043023	LIBRARY	12	04/30/2023	164.61	.00	164.61	05/04/2023
		043023	LIBRARY	13	04/30/2023	357.91	.00	357.91	05/04/2023
		043023	OLD LIBRARY	14	04/30/2023	37.08	.00	37.08	05/04/2023
		043023	PW	15	04/30/2023	549.10	.00	549.10	05/04/2023
		043023	PW GARAGE	16	04/30/2023	430.07	.00	430.07	05/04/2023
		043023	LIFT #2	17	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	WM MCFARLAND PARK	18	04/30/2023	964.88	.00	964.88	05/04/2023
		043023	LIFT #4	19	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	PED PATH - RUNNING DE	20	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	5802 & 5804 MAIN ST	21	04/30/2023	153.00	.00	153.00	05/04/2023
		043023	PED PATH - DALE CURTI	22	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	COMM GARDEN	23	04/30/2023	16.00	.00	16.00	05/04/2023
		043023	HIGHLAND OAK PARK	24	04/30/2023	32.63	.00	32.63	05/04/2023
		043023	EGNER PARK	25	04/30/2023	44.49	.00	44.49	05/04/2023
		043023	BOCCE BALL COURT	26	04/30/2023	51.00	.00	51.00	05/04/2023
		043023	CEDAR GLADE PARK	27	04/30/2023	16.31	.00	16.31	05/04/2023
		043023	CEDAR RIDGE	28	04/30/2023	53.39	.00	53.39	05/04/2023
		043023	AUTUMN GROVE PARK	29	04/30/2023	38.56	.00	38.56	05/04/2023
		043023	WOODLAND ESTATES PA	30	04/30/2023	32.63	.00	32.63	05/04/2023
		043023	BRANDT PARK	31	04/30/2023	128.49	.00	128.49	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		043023	LEGION MEMORIAL PAR	32	04/30/2023	88.98	.00	88.98	05/04/2023
		043023	PED PATH - OSBORN	33	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	PED PATH	34	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	YAHARA RIVER PARK	35	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	RIDGE VIEW	36	04/30/2023	14.83	.00	14.83	05/04/2023
		043023	MUNICIPAL CENTER	37	04/30/2023	345.54	.00	345.54	05/04/2023
		Total 1015:				5,343.69	.00	5,343.69	
1024	WALL STREET JOURNAL	050123	NEWSPAPER SUBSCRIP	1	05/01/2023	149.97	.00	149.97	05/04/2023
		Total 1024:				149.97	.00	149.97	
1085	WI RURAL WATER ASSN	4558	SAFETY TRAINING CONF	1	04/27/2023	63.77	.00	63.77	05/04/2023
		4558	SAFETY TRAINING CONF	2	04/27/2023	49.61	.00	49.61	05/04/2023
		4558	SAFETY TRAINING CONF	3	04/27/2023	73.23	.00	73.23	05/04/2023
		4558	SAFETY TRAINING CONF	4	04/27/2023	49.61	.00	49.61	05/04/2023
		Total 1085:				236.22	.00	236.22	
1165	SPRANG, SARA	SS022823	CMDC MILEAGE	1	02/28/2023	92.35	.00	92.35	05/04/2023
		SS022823	NUTDC MILEAGE	2	02/28/2023	56.33	.00	56.33	05/04/2023
		SS033023	CMDC MILEAGE	1	03/30/2023	33.41	.00	33.41	05/04/2023
		SS033023	NUTDC MILEAGE	2	03/30/2023	25.54	.00	25.54	05/04/2023
		SS042623	CMDC MILEAGE	1	04/26/2023	98.26	.00	98.26	05/04/2023
		SS042623	NUTDC MILEAGE	2	04/26/2023	17.68	.00	17.68	05/04/2023
		Total 1165:				323.57	.00	323.57	
1168	OTHROR, RANDI	RO030823	MEALS/MILEAGE - WI MU	1	03/08/2023	141.24	.00	141.24	05/04/2023
		Total 1168:				141.24	.00	141.24	
1171	FIRE-RESCUE SUPPLY L	9956	REPLACEMENT FOAM	1	04/19/2023	2,430.00	.00	2,430.00	05/04/2023
		Total 1171:				2,430.00	.00	2,430.00	
1175	HORTON GROUP INC TH	103104	ACCIDENT & SICKNESS I	1	04/10/2023	8,545.00	.00	8,545.00	05/04/2023
		Total 1175:				8,545.00	.00	8,545.00	
1245	PROFESSIONAL PEST C	618146	PARKS PEST CONTROL	1	05/02/2023	69.00	.00	69.00	05/04/2023
		Total 1245:				69.00	.00	69.00	
1246	TOTAL WATER TREATME	042723	MC SOFTNER SALT	1	04/27/2023	21.84	.00	21.84	05/04/2023
		Total 1246:				21.84	.00	21.84	
1256	BOUND TREE MEDICAL,	84928502	EMS - SUPPLIES	1	04/18/2023	25.45	.00	25.45	05/04/2023
		84937776	EMS - SUPPLIES	1	04/26/2023	1,168.63	.00	1,168.63	05/04/2023
		84937777	EMS - SUPPLIES	1	04/26/2023	190.99	.00	190.99	05/04/2023
		Total 1256:				1,385.07	.00	1,385.07	
1457	CASCADE ENGINEERING	30587977	TRASH CAN LIDS	1	04/20/2023	1,196.00	.00	1,196.00	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 1457:						1,196.00	.00	1,196.00	
1462	TASC	IN2725344	FSA ADMIN FEE	1	04/17/2023	159.20	.00	159.20	05/04/2023
Total 1462:						159.20	.00	159.20	
1896	NAPA AUTO PARTS	886127	VEHICLE MAINTENANCE	1	04/18/2023	139.95	.00	139.95	05/04/2023
Total 1896:						139.95	.00	139.95	
1909	CATERPILLAR FINANCIA	33814595	LOADER LEASE	1	04/24/2023	253.23	.00	253.23	05/04/2023
		33814595	LOADER LEASE	2	04/24/2023	253.23	.00	253.23	05/04/2023
		33814595	LOADER LEASE	3	04/24/2023	253.23	.00	253.23	05/04/2023
		33814595	LOADER LEASE	4	04/24/2023	759.66	.00	759.66	05/04/2023
Total 1909:						1,519.35	.00	1,519.35	
1910	ZURBUCHEN OIL INC	268914	DYED DIESEL FUEL	1	04/20/2023	885.60	.00	885.60	05/04/2023
Total 1910:						885.60	.00	885.60	
1921	FRONTIER	042223	LIBRARY PHONE	1	04/22/2023	111.32	.00	111.32	05/04/2023
Total 1921:						111.32	.00	111.32	
1989	CORPORATE BUSINESS	33908798	PW COPIER	1	04/24/2023	72.55	.00	72.55	05/04/2023
		33908798	PW COPIER	2	04/24/2023	19.77	.00	19.77	05/04/2023
		33908798	PW COPIER	3	04/24/2023	19.77	.00	19.77	05/04/2023
		33908798	PW COPIER	4	04/24/2023	19.77	.00	19.77	05/04/2023
		33922683	COPIER LEASE	1	04/25/2023	221.98	.00	221.98	05/04/2023
Total 1989:						353.84	.00	353.84	
2058	MICROMARKETING LLC	921224	AUDIO BOOKS	1	04/27/2023	123.49	.00	123.49	05/04/2023
Total 2058:						123.49	.00	123.49	
2066	PELLITTERI WASTE SYS	3660729	TRASH SERVICE	1	04/30/2023	23,304.45	.00	23,304.45	05/04/2023
		3660729	RECYCLING SERVICE	2	04/30/2023	15,355.00	.00	15,355.00	05/04/2023
		3660729	PD SHRED	3	04/30/2023	54.38	.00	54.38	05/04/2023
		3660729	ADMIN SHRED	4	04/30/2023	46.99	.00	46.99	05/04/2023
		3660729	FIRE/EMS SHRED	5	04/30/2023	7.40	.00	7.40	05/04/2023
Total 2066:						38,768.22	.00	38,768.22	
2070	KKS PROPERTY	2023-5	COMMON AREA MAINT. F	1	05/01/2023	400.00	.00	400.00	05/04/2023
Total 2070:						400.00	.00	400.00	
2082	NASSCO INC	6287363	MC SUPPLIES	1	04/26/2023	158.27	.00	158.27	05/04/2023
		6287365	MC SUPPLIES	1	04/26/2023	69.03	.00	69.03	05/04/2023
		6287411	PARK CLEANING SUPPLI	1	04/26/2023	528.77	.00	528.77	05/04/2023
		6287411	PW SUPPLIES	2	04/26/2023	85.54	.00	85.54	05/04/2023
		6287411	PW SUPPLIES	3	04/26/2023	23.32	.00	23.32	05/04/2023
		6287411	PW SUPPLIES	4	04/26/2023	23.32	.00	23.32	05/04/2023
		6287411	PW SUPPLIES	5	04/26/2023	23.32	.00	23.32	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		6287439	PARK CLEANING SUPPLI	1	04/26/2023	354.09	.00	354.09	05/04/2023
		6287610	CLEANING SUPPLIES	1	04/27/2023	59.70	.00	59.70	05/04/2023
		6287758	MC SUPPLIES	1	04/27/2023	59.70	.00	59.70	05/04/2023
		6289169	PARK SUPPLIES	1	05/02/2023	117.96	.00	117.96	05/04/2023
	Total 2082:					1,503.02	.00	1,503.02	
2089	MIDWEST METER INC	0154981-IN	METERS FOR CELLULAR	1	04/27/2023	3,608.00	.00	3,608.00	05/04/2023
		0154982-IN	METERS FOR CELLULAR	1	04/27/2023	5,600.00	.00	5,600.00	05/04/2023
		0155071-IN	METERS FOR CELLULAR	1	05/01/2023	5,890.80	.00	5,890.80	05/04/2023
		0155072-IN	METERS FOR CELLULAR	1	05/01/2023	900.00	.00	900.00	05/04/2023
		0155100-IN	METERS FOR CELLULAR	1	05/02/2023	4,165.00	.00	4,165.00	05/04/2023
		0155101-CM	METERS FOR CELLULAR	1	05/02/2023	4,165.00-	.00	4,165.00-	05/04/2023
	Total 2089:					15,998.80	.00	15,998.80	
2100	WAUKESHA COUNTY TE	S0799053	BARNIER TRAINING FEE	1	04/27/2023	440.00	.00	440.00	05/04/2023
	Total 2100:					440.00	.00	440.00	
2185	MSA PROFESSIONAL SE	R09361025.0	EAST SIDE NEIGHBORH	1	04/28/2023	889.80	.00	889.80	05/04/2023
	Total 2185:					889.80	.00	889.80	
2270	UNITY POINT HEALTH	040623	BLOODWORK	1	04/06/2023	218.45	.00	218.45	05/04/2023
	Total 2270:					218.45	.00	218.45	
9140	TRITECH FORENSICS IN	00869019	EVIDENCE SUPPLIES	1	04/18/2023	119.00	.00	119.00	05/04/2023
		00871330	INVESTIGATION SUPPLIE	1	04/25/2023	305.36	.00	305.36	05/04/2023
	Total 9140:					424.36	.00	424.36	
16268	SCHROECKENTHALER,	MS040623	LUNCH - TRAINING	1	04/06/2023	15.00	.00	15.00	05/04/2023
	Total 16268:					15.00	.00	15.00	
16315	CRAFT, ANTHONY	AC032223	K9 EQUIPMENT	1	03/22/2023	15.96	.00	15.96	05/04/2023
		AC032223	TRAINING MEALS - K9	2	03/22/2023	45.00	.00	45.00	05/04/2023
	Total 16315:					60.96	.00	60.96	
16481	CAPITOL UNDERGROUN	0408-23	BRANDT PARK FORCECEM	1	04/27/2023	1,726.00	.00	1,726.00	05/04/2023
	Total 16481:					1,726.00	.00	1,726.00	
16489	ZIETSMA, JOEL	JZ040623	TRAINING MEALS	1	04/06/2023	28.50	.00	28.50	05/04/2023
		JZ040623	UNIFORM ALLOW - ZIETS	2	04/06/2023	50.63	.00	50.63	05/04/2023
	Total 16489:					79.13	.00	79.13	
16545	DEPT OF SAFETY AND P	043023	FIRE ALARM FEE	1	04/30/2023	25.00	.00	25.00	05/04/2023
		043023	SPRINKLER ALARM FEE	2	04/30/2023	5.00	.00	5.00	05/04/2023
	Total 16545:					30.00	.00	30.00	
16640	TOP PACK DEFENSE LLC	10377	UNIFORM ALLOWANCE	1	03/29/2023	74.69	.00	74.69	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		10382	UNIFORM ALLOWANCE K	1	03/31/2023	23.39	.00	23.39	05/04/2023
		10392	UNIFORM ALLOWANCE K	1	03/14/2023	67.49	.00	67.49	05/04/2023
		10396	UNIFORM ALLOWANCE P	1	04/03/2023	66.60	.00	66.60	05/04/2023
		10397	UNIFORM ALLOWANCE J	1	04/03/2023	65.65	.00	65.65	05/04/2023
		10398	UNIFORM ALLOWANCE K	1	04/07/2023	189.98	.00	189.98	05/04/2023
		10399	UNIFORM ALLOWANCE T	1	04/10/2023	74.98	.00	74.98	05/04/2023
		10436	UNIFORM ALLOWANCE C	1	04/14/2023	62.03	.00	62.03	05/04/2023
	Total 16640:					624.81	.00	624.81	
16667	O'MALLEY, TANYA	TO041323	MEETING MILEAGE	1	04/13/2023	41.92	.00	41.92	05/04/2023
	Total 16667:					41.92	.00	41.92	
16782	MADISON EMERGENCY	INV1380	MEDICAL DIRECTION MA	1	05/01/2023	1,000.00	.00	1,000.00	05/04/2023
	Total 16782:					1,000.00	.00	1,000.00	
16845	WAEVT	041723	WAEVT SPRING SEMINA	1	04/17/2023	235.00	.00	235.00	04/24/2023
		050223	EVT CLASS	1	05/02/2023	200.00	.00	200.00	05/04/2023
	Total 16845:					435.00	.00	435.00	
16863	CONSTRUCTION FABRIC	203819	SOD REPAIR MATERIALS	1	04/20/2023	202.00	.00	202.00	05/04/2023
	Total 16863:					202.00	.00	202.00	
17084	AMAZON CAPITAL SERVI	141L-H6CP-	DVDS & CDS	1	04/29/2023	27.99	.00	27.99	05/04/2023
		14NY-VF7R-	PARKS SUPPLIES	1	04/26/2023	90.95	.00	90.95	05/04/2023
		14RG-TDYT-	DVDS & CDS	1	05/02/2023	19.99	.00	19.99	05/04/2023
		17DM-DJYF-	PROGRAM SUPPLIES	1	05/01/2023	89.94	.00	89.94	05/04/2023
		17LT-6KHN-9	MUNICIPAL CENTER FILT	1	04/21/2023	247.60	.00	247.60	05/04/2023
		1DF3-WKDL-	PARKS SUPPLIES	1	04/25/2023	136.42	.00	136.42	05/04/2023
		1F1T-N6XF-L	PROGRAM SUPPLIES	1	04/24/2023	41.72	.00	41.72	05/04/2023
		1HFL-CV9D-	OFFICE SUPPLIES	1	04/24/2023	163.90	.00	163.90	05/04/2023
		1HRK-JCQC-	DVDS & CDS	1	04/26/2023	78.65	.00	78.65	05/04/2023
		1JTY-YQFN-	PROGRAM SUPPLIES	1	04/29/2023	6.95	.00	6.95	05/04/2023
		1K7W-XDTC-	DVDS & CDS	1	04/23/2023	16.79	.00	16.79	05/04/2023
		1K7W-XDTC-	OFFICE SUPPLIES	1	04/24/2023	144.78	.00	144.78	05/04/2023
		1KPM-TX91-	CUSTODIAL SUPPLIES	1	05/02/2023	37.94	.00	37.94	05/04/2023
		1KPM-TX91-	CUSTODIAL SUPPLIES	2	05/02/2023	37.94	.00	37.94	05/04/2023
		1KQF-1RRL-	WATER UTILITY SUPPLIE	1	04/25/2023	11.90	.00	11.90	05/04/2023
		1KQF-1RRL-	PW SHOP SUPPLIES	2	04/25/2023	64.64	.00	64.64	05/04/2023
		1KQF-1RRL-	PW SUPPLIES	3	04/25/2023	40.61	.00	40.61	05/04/2023
		1KQF-1RRL-	PW SUPPLIES	4	04/25/2023	40.61	.00	40.61	05/04/2023
		1KQF-1RRL-	PW SUPPLIES	5	04/25/2023	40.61	.00	40.61	05/04/2023
		1KQF-1RRL-	PW SUPPLIES	6	04/25/2023	148.89	.00	148.89	05/04/2023
		1MGY-1MC6-	PW SHOP SUPPLIES	1	04/22/2023	21.68	.00	21.68	05/04/2023
		1MGY-1MC6-	PW SHOP SUPPLIES	2	04/22/2023	21.68	.00	21.68	05/04/2023
		1MGY-1MC6-	PW SHOP SUPPLIES	3	04/22/2023	21.68	.00	21.68	05/04/2023
		1MGY-1MC6-	PW SHOP SUPPLIES	4	04/22/2023	79.48	.00	79.48	05/04/2023
		1P17-YJND-	PROGRAM SUPPLIES	1	05/02/2023	15.98	.00	15.98	05/04/2023
		1VDD-GLNK-	DOG PARK FAUCET REP	1	04/28/2023	512.92-	.00	512.92-	05/04/2023
	Total 17084:					1,136.40	.00	1,136.40	
17096	PETERSON, SYDNEY	SP030623	TRAINING MEALS	1	03/06/2023	48.21	.00	48.21	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17096:						48.21	.00	48.21	
17140	US BANK VOYAGER FLE	8694160992	PD FUEL	1	05/01/2023	2,588.93	.00	2,588.93	05/04/2023
		8694160992	PARKS FUEL	2	05/01/2023	302.23	.00	302.23	05/04/2023
		8694160992	FIRE/EMS FUEL	3	05/01/2023	1,392.66	.00	1,392.66	05/04/2023
		8694160992	PW FUEL	4	05/01/2023	1,542.81	.00	1,542.81	05/04/2023
		8694160992	PW FUEL	5	05/01/2023	140.26	.00	140.26	05/04/2023
		8694160992	PW FUEL	6	05/01/2023	280.50	.00	280.50	05/04/2023
		8694160992	PW FUEL	7	05/01/2023	280.50	.00	280.50	05/04/2023
		8694160992	PW FUEL	8	05/01/2023	140.26	.00	140.26	05/04/2023
		8694160992	PW FUEL	9	05/01/2023	420.77	.00	420.77	05/04/2023
Total 17140:						7,088.92	.00	7,088.92	
17196	ASSOCIATED TRUST CO	041123	VILLAGE 2020 GO NOTE	1	04/11/2023	27,737.50	.00	27,737.50	05/04/2023
		041123	WATER 2020 GO NOTES I	2	04/11/2023	4,200.00	.00	4,200.00	05/04/2023
Total 17196:						31,937.50	.00	31,937.50	
17318	TDS	PW-042223	PW TV/PHONES/INTERN	1	04/22/2023	349.41	.00	349.41	05/01/2023
		PW-042223	PW TV/PHONES/INTERN	2	04/22/2023	95.29	.00	95.29	05/01/2023
		PW-042223	PW TV/PHONES/INTERN	3	04/22/2023	95.29	.00	95.29	05/01/2023
		PW-042223	PW TV/PHONES/INTERN	4	04/22/2023	95.29	.00	95.29	05/01/2023
		VOM-042223	FACILITIES PHONE	1	04/22/2023	102.64	.00	102.64	05/01/2023
		VOM-042223	FIRE/EMS TV/INTERNET/	2	04/22/2023	515.69	.00	515.69	05/01/2023
		VOM-042223	COMM&TECH PHONE/TV	3	04/22/2023	168.16	.00	168.16	05/01/2023
		VOM-042223	COMMDEV PHONE/INTE	4	04/22/2023	166.80	.00	166.80	05/01/2023
		VOM-042223	COURT PHONE/INTERNE	5	04/22/2023	86.12	.00	86.12	05/01/2023
		VOM-042223	LIBRARY INTERNET/PHO	6	04/22/2023	282.06	.00	282.06	05/01/2023
		VOM-042223	OUTREACH INTERNET	7	04/22/2023	41.00	.00	41.00	05/01/2023
		VOM-042223	OUTREACH PHONE	8	04/22/2023	115.78	.00	115.78	05/01/2023
		VOM-042223	PD TV/INTERNET/PHONE	9	04/22/2023	660.47	.00	660.47	05/01/2023
		VOM-042223	ADMIN PHONE/INTERNE	10	04/22/2023	297.03	.00	297.03	05/01/2023
Total 17318:						3,071.03	.00	3,071.03	
17320	PARKITECTURE & PLANN	21.045-5	COMMUNITY PARK PHAS	1	03/03/2023	579.60	.00	579.60	05/04/2023
		23.007-1	INCLUSIVE PARK PLANNI	1	03/03/2023	1,455.00	.00	1,455.00	05/04/2023
Total 17320:						2,034.60	.00	2,034.60	
17407	ACEK9	286142	WATCHDOG CLOUD SER	1	04/05/2023	168.00	.00	168.00	05/04/2023
Total 17407:						168.00	.00	168.00	
17484	FEARING'S AUDIO-VIDEO	64466	DOWN PAYMENT - PSC T	1	04/27/2023	70,637.91	.00	70,637.91	05/04/2023
Total 17484:						70,637.91	.00	70,637.91	
17488	DOG WASTE DEPOT	543350	DOG WASTE BAGS	1	04/20/2023	799.80	.00	799.80	05/04/2023
Total 17488:						799.80	.00	799.80	
17569	MCFARLAND ACE HARD	008373/1	VEHICLE MAINTENANCE	1	04/20/2023	2.59	.00	2.59	05/04/2023
		008373/1	VEHICLE MAINTENANCE	2	04/20/2023	2.59	.00	2.59	05/04/2023
		008373/1	VEHICLE MAINTENANCE	3	04/20/2023	2.59	.00	2.59	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		008373/1	VEHICLE MAINTENANCE	4	04/20/2023	9.49	.00	9.49	05/04/2023
		008422/1	PARK SUPPLIES LION'S	1	04/24/2023	1.29	.00	1.29	05/04/2023
		008424/1	PARK SUPPLIES LARSON	1	04/24/2023	4.49	.00	4.49	05/04/2023
		008453/1	BOLTS NUTS & FASTENE	1	04/28/2023	6.23	.00	6.23	05/04/2023
		008458/1	TRUFUEL	1	04/28/2023	52.98	.00	52.98	05/04/2023
		008476/1	PARK SUPPLIES	1	05/02/2023	8.99	.00	8.99	05/04/2023
	Total 17569:					91.24	.00	91.24	
17600	QUADIENT FINANCE USA	042323	POSTAGE	1	04/23/2023	2,000.00	.00	2,000.00	05/01/2023
	Total 17600:					2,000.00	.00	2,000.00	
17604	MADISON AUTO TRIM, LL	23300	F150 BED LINER	1	04/20/2023	1,915.00	.00	1,915.00	05/04/2023
	Total 17604:					1,915.00	.00	1,915.00	
17671	UW HEALTH	1361084	HCP/BLS CARD EMPLOY	1	04/24/2023	65.00	.00	65.00	05/04/2023
		1361084	HCP/BLS CARDS - COMM	2	04/24/2023	323.00	.00	323.00	05/04/2023
		1374082	HCP/BLS CARDS - COMM	1	05/01/2023	40.00	.00	40.00	05/04/2023
	Total 17671:					428.00	.00	428.00	
17685	INGRAM LIBRARY SERVI	62918108	BOOKS	1	04/20/2023	553.49	.00	553.49	05/04/2023
		62918971	BOOKS	1	04/24/2023	288.15	.00	288.15	05/04/2023
		62922188	BOOKS	1	05/01/2023	1,059.72	.00	1,059.72	05/04/2023
		67595612	BOOKS	1	04/18/2023	397.72	.00	397.72	05/04/2023
	Total 17685:					2,299.08	.00	2,299.08	
17734	BOYD, STEVEN	SB041423	TRAINING MEALS	1	04/14/2023	40.73	.00	40.73	05/04/2023
	Total 17734:					40.73	.00	40.73	
17759	WESTBURY, BRYAN	BW041123	LUNCH AT TRAINING	1	04/11/2023	12.13	.00	12.13	05/04/2023
	Total 17759:					12.13	.00	12.13	
17760	WILSON, CLAYTON	CW041123	LUNCH AT TRAINING	1	04/11/2023	15.00	.00	15.00	05/04/2023
	Total 17760:					15.00	.00	15.00	
17881	MACQUEEN EMERGENC	P14752	MACQUEEN TURNOUT G	1	04/28/2023	11,776.15	.00	11,776.15	05/04/2023
	Total 17881:					11,776.15	.00	11,776.15	
17908	BADGER METER	80126963	CELLULAR SERVICE UNI	1	04/28/2023	808.99	.00	808.99	05/04/2023
		80126963	CELLULAR SERVICE UNI	2	04/28/2023	808.99	.00	808.99	05/04/2023
	Total 17908:					1,617.98	.00	1,617.98	
17921	DINGES FIRE COMPANY	39622	HELMET PASSPORTS	1	05/03/2023	2,913.18	.00	2,913.18	05/04/2023
	Total 17921:					2,913.18	.00	2,913.18	
17976	GAFFNEY, AUSTIN	AG041123	LUNCH AT TRAINING	1	04/11/2023	15.00	.00	15.00	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17976:						15.00	.00	15.00	
18003	ALLAIN, SCOTT	SA042223	TRAINING MEALS/MILEA	1	04/22/2023	190.32	.00	190.32	05/04/2023
Total 18003:						190.32	.00	190.32	
18014	SCHUELLER, JOSH	JS041123	ADDITIONAL ENDORSEM	1	04/11/2023	14.28	.00	14.28	05/04/2023
		JS041123	LUNCH AT TRAINING	2	04/11/2023	15.00	.00	15.00	05/04/2023
Total 18014:						29.28	.00	29.28	
18019	NEWTON, DAVE	DN042623	MEALS AT TRAINING	1	04/26/2023	24.26	.00	24.26	05/04/2023
Total 18019:						24.26	.00	24.26	
18027	CENTRAL LAKE ARMOR	CM-0022223	UNIFORM ALLOWANCE S	1	04/14/2023	213.33-	.00	213.33-	05/01/2023
		IN-0022223	VESTS AND CARRIERS-	1	03/03/2023	4,784.53	.00	4,784.53	05/01/2023
Total 18027:						4,571.20	.00	4,571.20	
18034	HAWKINS, INC	6456690	WATER SYSTEM CHEMIC	1	04/26/2023	805.14	.00	805.14	05/04/2023
Total 18034:						805.14	.00	805.14	
18052	ORLOFF, DANIEL	DO042623	MEALS AT TRAINING	1	04/26/2023	29.76	.00	29.76	05/04/2023
Total 18052:						29.76	.00	29.76	
18068	SIMPLE NETWORK CON	29688	COMPUTER ACCESSORI	1	04/28/2023	29.90	.00	29.90	05/04/2023
		29697	SW	1	05/01/2023	18.53	.00	18.53	05/04/2023
		29697	EM MGT	2	05/01/2023	3.03	.00	3.03	05/04/2023
		29697	STW	3	05/01/2023	66.70	.00	66.70	05/04/2023
		29697	SEWER	4	05/01/2023	66.71	.00	66.71	05/04/2023
		29697	WATER	5	05/01/2023	66.67	.00	66.67	05/04/2023
		29697	PUBLIC WORKS	6	05/01/2023	12.38	.00	12.38	05/04/2023
		29697	COMMDEV	7	05/01/2023	9.08	.00	9.08	05/04/2023
		29697	OUTREACH	8	05/01/2023	12.11	.00	12.11	05/04/2023
		29697	FIRE/EMS	9	05/01/2023	39.79	.00	39.79	05/04/2023
		29697	POLICE	10	05/01/2023	93.36	.00	93.36	05/04/2023
		29697	GEN ADMIN	11	05/01/2023	203.03	.00	203.03	05/04/2023
		29697	FAMILY FESTIVAL	12	05/01/2023	3.03	.00	3.03	05/04/2023
		29697	COURT	13	05/01/2023	9.08	.00	9.08	05/04/2023
		MSP-29696	COURT	1	05/01/2023	43.79	.00	43.79	05/04/2023
		MSP-29696	FAMILY FESTIVAL	2	05/01/2023	14.60	.00	14.60	05/04/2023
		MSP-29696	EM MGT	3	05/01/2023	14.60	.00	14.60	05/04/2023
		MSP-29696	STORMWATER	4	05/01/2023	321.72	.00	321.72	05/04/2023
		MSP-29696	SEWER	5	05/01/2023	321.78	.00	321.78	05/04/2023
		MSP-29696	PUBLIC WORKS	6	05/01/2023	59.71	.00	59.71	05/04/2023
		MSP-29696	COMM DEV	7	05/01/2023	43.79	.00	43.79	05/04/2023
		MSP-29696	OUTREACH	8	05/01/2023	58.44	.00	58.44	05/04/2023
		MSP-29696	FIRE/EMS	9	05/01/2023	191.94	.00	191.94	05/04/2023
		MSP-29696	POLICE	10	05/01/2023	450.30	.00	450.30	05/04/2023
		MSP-29696	GEN ADMIN	11	05/01/2023	979.37	.00	979.37	05/04/2023
		MSP-29696	WATER	12	05/01/2023	321.60	.00	321.60	05/04/2023
		MSP-29696	SW ALLOCATION	13	05/01/2023	89.36	.00	89.36	05/04/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 18068:						3,544.40	.00	3,544.40	
18089	GRAND APPLIANCE - FIT	SO-011823 U	BALANCE DUE- APPLIAN	1	01/18/2023	10,433.00	.00	10,433.00	05/04/2023
Total 18089:						10,433.00	.00	10,433.00	
18112	BADGERLAND COMPLIA	2500044	ANNUAL CONSORTIUM -	1	04/30/2023	80.00	.00	80.00	05/04/2023
Total 18112:						80.00	.00	80.00	
18144	ELAN FINANCIAL SERVIC	MSB041923	SCHUENKE	1	04/19/2023	27.99	.00	27.99	05/01/2023
		MSB041923	D WALLACE	2	04/19/2023	232.09	.00	232.09	05/01/2023
		MSB041923	ENGLER	3	04/19/2023	20.86	.00	20.86	05/01/2023
		MSB041923	DENNIS	4	04/19/2023	462.49	.00	462.49	05/01/2023
		MSB041923	MILLER	5	04/19/2023	569.67	.00	569.67	05/01/2023
		MSB041923	J REITER	6	04/19/2023	549.31	.00	549.31	05/01/2023
		MSB041923	JOB	7	04/19/2023	140.00	.00	140.00	05/01/2023
		MSB041923	ANDERSEN	8	04/19/2023	19.99	.00	19.99	05/01/2023
Total 18144:						2,022.40	.00	2,022.40	
18146	AIR ONE EQUIPMENT	191104	DECON WASHER	1	03/09/2023	29,406.00	.00	29,406.00	05/04/2023
Total 18146:						29,406.00	.00	29,406.00	
18170	JDR ENGINEERING, INC.	22416-2	HVAC REPLACEMENT PR	1	05/02/2023	2,875.00	.00	2,875.00	05/04/2023
Total 18170:						2,875.00	.00	2,875.00	
18172	WCPPA	2023-CONF0	HADEN TRAINING/CONF	1	04/06/2023	195.00	.00	195.00	05/04/2023
Total 18172:						195.00	.00	195.00	
18173	MAJESTIC FLAG & BANN	12413	HO-CHUNK TRIBAL FLAG	1	04/21/2023	147.95	.00	147.95	05/04/2023
Total 18173:						147.95	.00	147.95	
18174	NESS, TANNER	TN042623	MEALS AT TRAINING	1	04/26/2023	30.00	.00	30.00	05/04/2023
Total 18174:						30.00	.00	30.00	
18175	BUCKY'S DUMPSTERS &	91986	PORTABLE RESTROOMS	1	04/27/2023	150.00	.00	150.00	05/04/2023
		91987	PORTABLE RESTROOMS	1	04/27/2023	150.00	.00	150.00	05/04/2023
		91988	PORTABLE RESTROOMS	1	04/27/2023	150.00	.00	150.00	05/04/2023
		91989	PORTABLE RESTROOMS	1	04/27/2023	150.00	.00	150.00	05/04/2023
Total 18175:						600.00	.00	600.00	
18176	B'S WINDOW TINTING	042123	WINDOW TINTING - F15	1	04/21/2023	125.00	.00	125.00	05/04/2023
Total 18176:						125.00	.00	125.00	
18177	A&J VANS	041023	CLOSE ESCROW ACCOU	1	04/10/2023	1,000.00	.00	1,000.00	05/04/2023
Total 18177:						1,000.00	.00	1,000.00	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
18178	RYAN, LARY	100	PROGRAM FEE	1	05/02/2023	250.00	.00	250.00	05/04/2023
Total 18178:						250.00	.00	250.00	
18179	HENDRICKSON, SARA	SH042523	MEETING MILEAGE	1	04/25/2023	21.62	.00	21.62	05/04/2023
Total 18179:						21.62	.00	21.62	
Grand Totals:						655,501.85	.00	655,501.85	

Report Criteria:

Detail report type printed

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
04/22/2023	CDPT	04/28/2023		FIRE FIGHTERS LOCAL 31	8	156.51

PAYROLL RELATED

\$156.51



Event Permit Application - Community Organizations

Pursuant to Village Ordinance Chapter 11:

For parades, run/walks, car shows, community events, and special events in which 200 or more attendees are anticipated at one time or that is likely to have a significant impact on neighborhood parking or the free-flow of traffic (only pertains to events that are open to the public).

Do NOT complete this form unless you have been instructed to do so by the Village Clerk/Treasurer

Fee Waiver

Upon request, the Village Board may waive the fee for Community Organizations.

Section 36-2(b) of the Village Code defines Community Organization as "an active group or organization that regularly meets within the Village of McFarland, that is tax exempt pursuant to section 501(c)(3) of the Internal Revenue Code, and that provides charitable services, sponsorships or donations within the Village of McFarland community."

By submitting this application, you acknowledge that your group meets the definition of Community Organization and that you are requesting a fee waiver from the Village Board.

If you do not meet this definition, please [e-mail the Village Clerk/Treasurer](#) or contact the Village Clerk/Treasurer at (608) 838-3153 before submitting this application.

Community Organization Confirmation	I acknowledge that my group/organization meets the definition of Community Organization and hereby request a fee waiver from the Village Board.
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Applicant Information

Name of Primary Contact (First, Middle Initial, Last)	Cory Gessler
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Phone Number	
--------------	--

Address	
Email Address	



Event Permit Application - Community Organization

Agency / Organization Information (If Applicable)

Agency / Organization Name	American Legion Post 534
Phone Number	(608) 838-3249
Address	4911 Burma Rd. McFarland, WI 53558

Event Information

Name of Event	Memorial Day Parade
Type of Event	Parade
Location of Event	Main Street from the Catholic Church to the Post by the High School
Event Date(s)	Monday, May 29, 2023
Event Time(s)	11 00 TO 12 30ISH
Total Number of Anticipated Attendees	100+
Total Number of Attendees Anticipated Being at the Event at One Time	100+
Setup Start Time	11:00 AM
Tear-Down End Time	12 30 PM



Event Permit Application - Community Organization

Public or Private Event

Open to the Public

Is any part of the event proposed to take place on a Village street?

Yes

Will the event involve closure of a Village street?

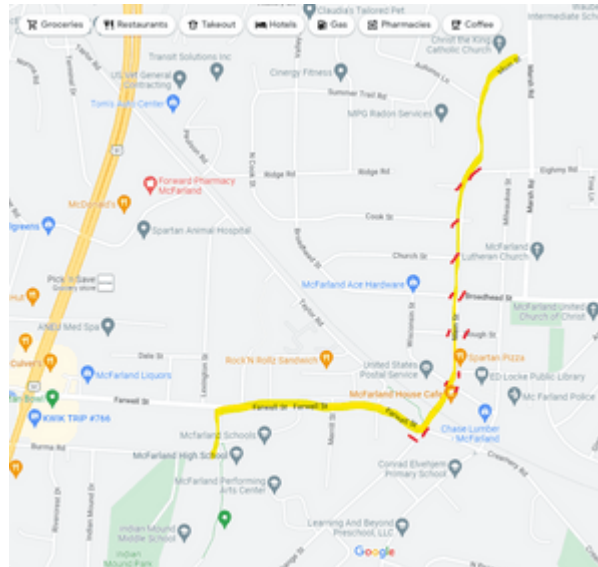
Yes

Does this event include a parade? Only allowed for community organizations.

Yes

Please attach map of event, including all impacted intersections, road closures and parade routes.

File(s) attached:



Will there be outdoor amplified sound?

No

Will the event generate excessive noise or amplified sound after 10 pm? All events generating noise after 10 pm require a variance from the Village Board.

No

Will alcohol be consumed?

No

Will a Village park be used?

No

Will the event involve tents or any other activities that will require digging or turf disturbance?

No

Has this event been previously approved in prior years by the Village?

Yes

When? (Month / Year)

MAY 2022

Have any of the event details changed from the prior years?

No

Will the event include any mobile food carts?

No

Will the event include any vendors?

No

Event Permit Application - Community Organization

Required Attachments

Event Details & Security Plan

As part of the application process, you will be required to meet with the McFarland Police Department to discuss details of your event and security requirements. Please provide some dates/times you would be available for a meeting.

Already met with the Chief of Police.

Event Coordinators

The Village requires each event to identify event coordinator who shall serve as direct contact for the event. The coordinator should be individual that are not directly participating in the event activities, but rather specifically assigned to monitor and assist in coordinating the activities of the event.

Identify Event Coordinators (Identify 1 for Every 50 Expected Attendees)

i. **Event Coordinator Name**

Cory Geller

Location at Event (ex. Race Start, Supply Tent)

Start of Parade and then marching in the parade

Time On-Site (ex. 10 am to 2pm)

10:am

Cell Phone Number

[REDACTED]

Event Permit Application - Community Organization

Detail Security Plan Requirements

Police Department to provide criteria regarding security plan requirements. This would include number of event coordinators required per number of attendees, security requirements when alcohol is served, etc.

Detailed Emergency Management Expectations and Requirements

Actions to be taken in the event of a fire, hazardous condition, or similar emergency requiring building or tent evacuation:

- Have an individual call 911, not all facilities that have a fire alarm notify the 911 center. The 911 operator will have several questions but know the Fire and Rescue Department will be notified while questions are being obtained.
- If amplified music is playing, have the music stop and if possible calmly announce the need to evacuate to the nearest exit.
- Individuals will need to be designated in assisting in evacuating individuals to the nearest exit. Keep in mind most individuals will attempt to exit the same way they accessed the area. The exit will most likely not be able to handle the number of individuals exiting and have people near the exits to allow them to exit quickly while ushering individuals to the exit.
- Designate an area of event-goers to an assembly area that is away from the building, fire department vehicle access. We want to allow access for fire trucks and firefighters to address the situation.
- In the event, an individual is unwilling to exit do not put individuals at risk in attempting to remove the individual. Notify the initial arriving first responders.

Actions to be taken in the event of a medical emergency:

- Call 911 to report the incident. The 911 operator will have several questions but know the Fire and Rescue Department will be notified while questions are being obtained.
- Identify individuals that can assist in getting responders from the entrance of the area to the individual that is in need of medical care. Note more than one vehicle will often respond and maybe several depending on the situation. Having adequate staff to remain in locations to direct additional vehicles responding is preferred.

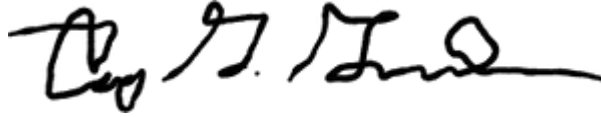


Event Permit Application - Community Organization

Indemnification Agreement

In consideration for the issuance of the Event Permit, the undersigned, both individually and the agency or organization applying for the Event Permit, shall indemnify, defend and hold harmless the Village of McFarland and its officers, officials, agents, and employees against all loss or expense (including liability costs and reasonable attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village or its officers, officials, agents or employees, for damages because of 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 Event. The undersigned represents that he or she has authority to enter into this agreement on behalf of the agency or organization applying for this permit.

Applicant Signature



Date

06/01/2024

I understand the application and event requirements and agree to the following:

Certifications

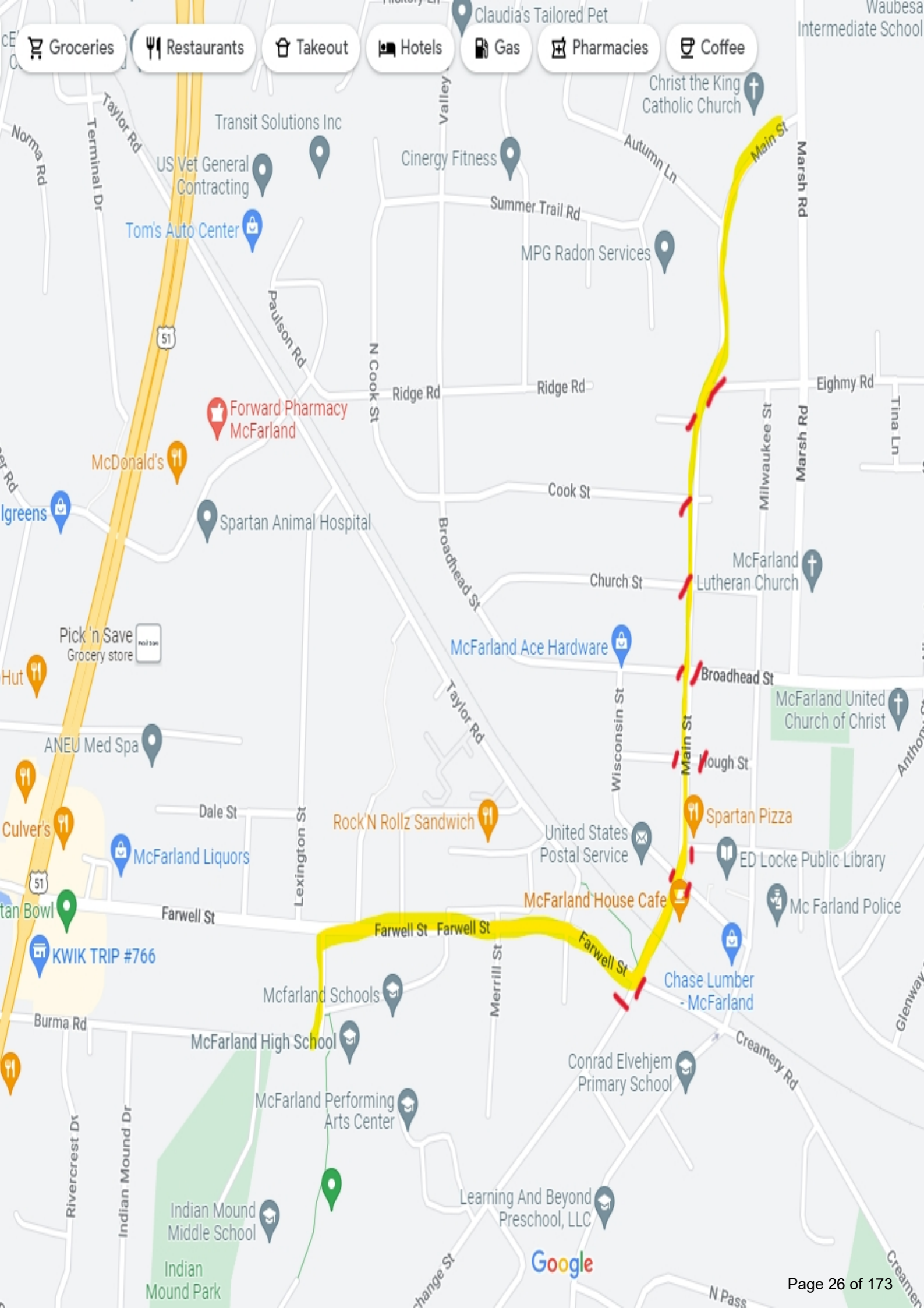
- I agree to adhere to all applicable federal, state, and municipal laws and understand the violation of such laws will be subject to applicable fines and penalties, and failure to do so is grounds for revocation of the event permit.
- I understand that my event permit may be revoked at any time, if the Chief of Police, Fire/EMS Chief, Public Works Director, or designee, in their sole discretion, determine that health or general welfare to the public is endangered.
- I agree to return the site to the condition that existed before the event within twenty-four (24) hours or the expiration of my park reservation.
- I agree to abide by all conditions, including any additional conditions imposed by the Village, and understand failure to adhere to conditions will result in revocation of the event permit.

Applicant Signature



Date

06/01/2024



VILLAGE OF McFarland

Police Department

DATE: May 2, 2023

TO: McFarland Village Board

FROM: Aaron P Chapin, Chief of Police

REFERENCE: Recommendation of Approval

I have reviewed the Parade Permit Application submitted by the American Legion Post 534 scheduled to take place on 5-29-23 at 11:00am, in the Village of McFarland.

I recommend approval of this application, with the condition that American Legion comply with all direction given by law enforcement, and provide adequate staffing to coordinate, prepare and execute the event plan. The McFarland Police Department is prepared to provide the necessary traffic direction required.

Respectfully,



Aaron P. Chapin
Chief of Police



www.mcfarland.wi.us | 5115 Terminal Drive, McFarland, WI 53558 |
608.838.7287

April 19, 2023

Re: American Legion Post 534
Memorial Day Parade
May 29, 2023

I would make the following recommendations to the Memorial Day Parade.

- Assuming the red lines on the map are barricades, I would recommend additional barricades at:
 - Autumn Lane and Main;
 - Taylor Rd at Farwell St.
 - Farwell St. at Burma Rd.

Please contact me through Public Works if you have any questions.

Best Regards,

Leon J Igl

Lee Igl
Director of Public Works

McFarland

VILLAGE OF
Fire & Rescue

www.mcfarland.wi.us | 5915 Milwaukee St, McFarland, WI 53558 | 608.838.3278

May 3, 2023

Re: Event Permit Review – Memorial Day Parade

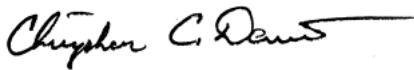
I have reviewed the submitted event application by Cory Gessler, American Legion Post 534 for the Annual Memorial Day Parade event to occur on May 29, 2023.

The application is substantially complete and complies with the EMS and fire requirements. The event has been held previously without significant concerns occurring. The organizers are not stating any changes in the event from previous events.

I recommend approval of the permit.

We look forward to the event occurring and participating in such a great community event.

Sincerely,



Christopher C. Dennis, Chief
Fire & Rescue Department
Village of McFarland



Event Permit Application - Community Organizations

Pursuant to Village Ordinance Chapter 11:

For parades, run/walks, car shows, community events, and special events in which 200 or more attendees are anticipated at one time or that is likely to have a significant impact on neighborhood parking or the free-flow of traffic (only pertains to events that are open to the public).

Do NOT complete this form unless you have been instructed to do so by the Village Clerk/Treasurer

Fee Waiver

Upon request, the Village Board may waive the fee for Community Organizations.

Section 36-2(b) of the Village Code defines Community Organization as "an active group or organization that regularly meets within the Village of McFarland, that is tax exempt pursuant to section 501(c)(3) of the Internal Revenue Code, and that provides charitable services, sponsorships or donations within the Village of McFarland community."

By submitting this application, you acknowledge that your group meets the definition of Community Organization and that you are requesting a fee waiver from the Village Board.

If you do not meet this definition, please [e-mail the Village Clerk/Treasurer](#) or contact the Village Clerk/Treasurer at (608) 838-3153 before submitting this application.

Community Organization Confirmation	I acknowledge that my group/organization meets the definition of Community Organization and hereby request a fee waiver from the Village Board.
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Applicant Information

Name of Primary Contact (First, Middle Initial, Last)	Michael Vega
---	--------------

Phone Number	
--------------	--

Address [REDACTED]

Email Address [REDACTED]



Event Permit Application - Community Organization

Agency / Organization Information (If Applicable)

Agency / Organization Name MCFARLAND SOCCER CLUB

Phone Number [REDACTED]

Address PO BOX 73 Mcfarland

Email Address [REDACTED]

Event Information

Name of Event Sake the Shelter

Type of Event Fundraising, music.

Location of Event 4820 Marsh Road Soccer Complex

Event Date(s) 5/20

Event Time(s) 6-10

Total Number of Anticipated Attendees 175

Total Number of Attendees Anticipated Being at the Event at One Time 150

Setup Start Time 10 AM

Tear-Down End Time Sunday 5/21



Event Permit Application - Community Organization

Public or Private Event

Open to the Public

Is any part of the event proposed to take place on a Village street?

No

Will there be outdoor amplified sound?

Yes

Please describe.

Band till 10 PM

Will the event generate excessive noise or amplified sound after 10 pm? All events generating noise after 10 pm require a variance from the Village Board.

No

Will alcohol be consumed?

Yes

Will minors be present where alcohol is served? All events that allow for the presence of minors where alcohol is served require a variance from the Village Board.

No

Will alcohol be sold?

Yes

If alcohol will be sold, a temporary alcohol license is required. Please contact the Clerk at 608-838-3153. The forms may also be accessed on our [Licenses and Permits page](#).

Will a Village park be used?

Yes

Please identify the park.

William McFarland

Reservations should be made on our [Park Shelter Reservations page](#).

Will the event involve tents or any other activities that will require digging or turf disturbance?

Yes

You are required to contact Diggers Hotline at 800-242-8511 no less than 5 days prior to the event to provide a location.

Has this event been previously approved in prior years by the Village?

Yes

When? (Month / Year)

May 2022

Have any of the event details changed from the prior years?

No

Will the event include any mobile food carts?

No

Will the event include any vendors?

No

Event Permit Application - Community Organization

Required Attachments

Event Details & Security Plan

As part of the application process, you will be required to meet with the McFarland Police Department to discuss details of your event and security requirements. Please provide some dates/times you would be available for a meeting.

Any

Event Coordinators

The Village requires each event to identify event coordinator who shall serve as direct contact for the event. The coordinator should be individual that are not directly participating in the event activities, but rather specifically assigned to monitor and assist in coordinating the activities of the event.

Identify Event Coordinators (Identify 1 for Every 50 Expected Attendees)

i. **Event Coordinator Name**

Mike Vega

Time On-Site (ex. 10 am to 2pm)

2-11 PM

Cell Phone Number

[REDACTED]

Event Permit Application - Community Organization

Detail Security Plan Requirements

Police Department to provide criteria regarding security plan requirements. This would include number of event coordinators required per number of attendees, security requirements when alcohol is served, etc.

Detailed Emergency Management Expectations and Requirements

Actions to be taken in the event of a fire, hazardous condition, or similar emergency requiring building or tent evacuation:

- Have an individual call 911, not all facilities that have a fire alarm notify the 911 center. The 911 operator will have several questions but know the Fire and Rescue Department will be notified while questions are being obtained.
- If amplified music is playing, have the music stop and if possible calmly announce the need to evacuate to the nearest exit.
- Individuals will need to be designated in assisting in evacuating individuals to the nearest exit. Keep in mind most individuals will attempt to exit the same way they accessed the area. The exit will most likely not be able to handle the number of individuals exiting and have people near the exits to allow them to exit quickly while ushering individuals to the exit.
- Designate an area of event-goers to an assembly area that is away from the building, fire department vehicle access. We want to allow access for fire trucks and firefighters to address the situation.
- In the event, an individual is unwilling to exit do not put individuals at risk in attempting to remove the individual. Notify the initial arriving first responders.

Actions to be taken in the event of a medical emergency:

- Call 911 to report the incident. The 911 operator will have several questions but know the Fire and Rescue Department will be notified while questions are being obtained.
- Identify individuals that can assist in getting responders from the entrance of the area to the individual that is in need of medical care. Note more than one vehicle will often respond and maybe several depending on the situation. Having adequate staff to remain in locations to direct additional vehicles responding is preferred.



Event Permit Application - Community Organization

Indemnification Agreement

In consideration for the issuance of the Event Permit, the undersigned, both individually and the agency or organization applying for the Event Permit, shall indemnify, defend and hold harmless the Village of McFarland and its officers, officials, agents, and employees against all loss or expense (including liability costs and reasonable attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village or its officers, officials, agents or employees, for damages because of 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 Event. The undersigned represents that he or she has authority to enter into this agreement on behalf of the agency or organization applying for this permit.

Applicant Signature



Date

04/24/2023

I understand the application and event requirements and agree to the following:

Certifications

- I agree to adhere to all applicable federal, state, and municipal laws and understand the violation of such laws will be subject to applicable fines and penalties, and failure to do so is grounds for revocation of the event permit.
- I understand that my event permit may be revoked at any time, if the Chief of Police, Fire/EMS Chief, Public Works Director, or designee, in their sole discretion, determine that health or general welfare to the public is endangered.
- I agree to return the site to the condition that existed before the event within twenty-four (24) hours or the expiration of my park reservation.
- I agree to abide by all conditions, including any additional conditions imposed by the Village, and understand failure to adhere to conditions will result in revocation of the event permit.

Applicant Signature



Date

04/23/2023

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$

Application Date: 04/23/2023

☐ Town ☒ Village ☐ City of McFarland

County of Dane

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 05/20/2023 and ending 05/20/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name McFarland Soccer (Michael Vega)

(b) Address PO Box 73 McFarland 53558

(Street)

☐ Town ☒ Village ☐ City

(c) Date organized

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Larry Gates

Vice President Michelle Sampson

Secretary NA

Treasurer Michael Vega

(g) Name and address of manager or person in charge of affair: Michael Vega

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 4820 Marsh Rd, McFarland, WI 53558

(b) Lot Block

(c) Do premises occupy all or part of building? Part

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Building and area outside of building.

3. Name of Event

(a) List name of the event Shake the Shelter

(b) Dates of event 05/20/2023

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Michael Vega

(Signature / Date)

McFarland Soccer Club

(Name of Organization)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

May 4, 2023

Re: Shake the Shelter Event – May 20, 2023

The Public Works Department does have the following conditions for this event:

- No driving on the turf. Vehicles need to stay on pavement prior to and after the event for loading and unloading purposes.
- No parking of any vehicle on the park turf, bike paths or sidewalks.
- Turf areas that are saturated are to be avoided. Failure to do so might result in additional charges to repair ruts.
- Please contact the Public Works department, one week prior to the event to work out any logistics and orchestrate any additional needs.

I hope your event is a success.

Best Regards,

Leon J Igl

Lee Igl
Director of Public Works

May 3, 2023

Re: Event Permit Review – Shake The Shelter - MSC Spring Fundraiser

I have reviewed the submitted event application by Michael Vega, McFarland Soccer Club for the Shake The Shelter - MSC Spring Fundraiser event to occur on May 21, 2023.

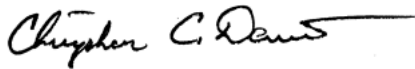
Based on our review of the application and the information provided the following conditions will be required to be in compliance with the Fire Prevention Code:

- The access road between the Madison Curling Club and the McFarland Ice Arena will be required to be always maintained and accessible to emergency vehicles.
- The tent will need to be a minimum of 20' from any other buildings.
- The tent will require a fire inspection to be completed before the event, the department will tentatively plan on the afternoon of May 21, 2023.
- The fenced-in area will require at least 3 emergency exits of 72" in width, the exits may be closed during normal operation with staff designated to open in the event of an emergency.
- Fire will be required to be provided with a maximum travel distance of 75'.

The event did occur last year with limited concerns.

I recommend approval of the permit. We look forward to the event occurring.

Sincerely,



Christopher C. Dennis, Chief
Fire & Rescue Department
Village of McFarland

McFarland

VILLAGE OF

Police Department

5915 Milwaukee St, McFarland, WI 53558 | 608.838.3151 | www.mcfarland.wi.us/police

Aaron P. Chapin | Chief of Police

DATE: May 4, 2023

TO: McFarland Village Board of Trustees

FROM: Aaron P. Chapin, Chief of Police

REFERENCE: Recommendation of Approval

I have reviewed the special event license and temporary class B retailer's license applications for the McFarland Soccer Club "Shake the Shelter" event to be held May 20th at William McFarland Park. I am recommending approval of both applications, with the stipulation that the event coordinators provide proper carding of those attending the event to ensure everyone in the venue is of age.

I am requiring the area where alcohol is served to be fenced off with a double fence with six feet between the two fences. This establishes a clearly defined area where alcohol will be served and allows for a designated point of entry where ID carding will be performed. Alcohol will not be allowed outside the fenced area.

The event organizers need to ensure that there is access for emergency vehicles to the area where the music and alcohol sales are occurring.

For safety and security purposes, I am requiring the organization to have event coordinators on site (in addition to uniformed security personnel) which are clearly identifiable. The organizers will hire private security or contract with MCPD to staff the event from 5:30pm until 10:30pm. If the event has security issues which exceed the staffing capabilities, these recommendations will be revised for future events.

The organization will be carding at the point of sale to prevent underage persons from purchasing alcohol and will be using a wrist-band identification system.

Respectfully,



Aaron P. Chapin
Chief of Police

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Consent Agenda

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Deputy Administrator/Clerk, Aaron Chapin, Police Chief

AGENDA ITEM: Motion to approve a Temporary Class B license for fermented malt beverages and wine for the Edwards-Foye American Legion Post 534 for the Take a Vet Fishing event to be held on June 17, 2023 with the conditions provided by Police Chief Chapin and recommended by the Public Safety Committee.

PREVIOUS ACTION:

The event has been held successfully and approved for many years in the Village.

ISSUE SUMMARY:

The American Legion has held the Take a Vet Fishing event with a temporary Class B license for many years. However, this year's event includes a substantial change from previous years. Typically, Veterans and event attendees fish early in the morning and then hold a celebration with a beer tent outside of the Legion in the afternoon. This year's event proposes the beer tent accompanied by a live band from 6 p.m. to 10 p.m. Because this is a substantial change, the request was routed to the Public Safety Committee who unanimously recommended approval.

FINANCIAL/BUDGET IMPACT:

Additional permitting revenue

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:

[11-49 & 11-50 Temporary Class "B" fermented malt beverages and "Class B" Wine Licenses.](#)

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to recommend approval of a Temporary Class B license for fermented malt beverages and wine for the Edwards-Foye American Legion Post 534 for the Take a Vet Fishing event to be held on June 17, 2023 with the conditions provided by staff in the packet.

ATTACHMENTS:

1. TVF Permit_Redacted
2. Approval Letter
3. 20230419 - Take A Vet Fishing Review MFR

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: 03/18/2023

☐ Town ☒ Village ☐ City of McFarland

County of Dane

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 06/17/2023 and ending 06/17/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☐ Lodge/Society

☒ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Edwards-Foye American Legion Post 534 for Take A Vet Fishing 501 C3 non profit

(b) Address 4911 Burma Rd McFarland, WI 53558

(Street)

☐ Town

☒ Village

☐ City

(c) Date organized

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Commander Nathan Weier

Vice President Cory Gessler

Secretary Adjutant Jody Armstrong

Treasurer Patricia Howan

(g) Name and address of manager or person in charge of affair: Robert Blanchard

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 4911 Burma Rd McFarland, WI 53558

(b) Lot Block

(c) Do premises occupy all or part of building?

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: 40x100 ft tent and pavillion on the hill behind the flags. Alcohol will be served and consumed in and around tent and pavillion inside fenced in area with one exit and entrance.

3. Name of Event

(a) List name of the event Take A Vet Fishing/ NFP 501 C3

(b) Dates of event 06/17/2023

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

DocuSigned by:

Off Rob Blanchard
D6D8777417A7438... (Signature / Date)

Edwards- Foye American Legion Post 534 Take A Vet Fishing

(Name of Organization)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Additional Information

May be Granted and Issued only to (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:
 - Class "B" (Beer):
 - a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
 - b. At least 15 days prior to the granting of the license for events lasting 4 or more days.
 - "Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.
- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

Restrictions:

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (3) License may cover either a specified area or the entire picnic grounds. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (4) License issued to a county or district fair must cover the entire fairgrounds (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (5) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (sec. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (6) Licensed operator(s) must be present at all times (secs. 125.17, 125.26(6), 125.32(2) - Beer; 125.17, 125.51(10), 125.68(2) - Wine; Wis. Stats.)
- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
- (8) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit. (sec. 125.51(10), Wis. Stats.)
- (9) Licensed organizations must purchase their alcohol beverages only from permitted Wisconsin wholesalers, breweries and brewpubs. (secs. 125.33(6), and 125.69(6), Wis. Stats.)

McFarland

VILLAGE OF

Police Department

5915 Milwaukee St, McFarland, WI 53558 | 608.838.3151 | www.mcfarland.wi.us/police

Aaron P. Chapin | Chief of Police

DATE: April 7, 2023

TO: McFarland Public Village Board

FROM: Aaron P. Chapin, Chief of Police

REFERENCE: Recommendation of Approval

I have reviewed the temporary class B retailer's license applications for the Take a Vet Fishing event to be held June 17th at the McFarland American Legion. I am recommending approval of the application, with the stipulation that the event coordinators provide proper carding of those attending the event to ensure everyone purchasing and consuming alcohol in the venue is of age.

I am requiring the area where alcohol is served to be fenced off area. This establishes a clearly defined area where alcohol will be served and allows for a designated point of entry where ID carding will be performed. Alcohol will not be allowed outside the fenced area.

The event organizers need to ensure that there is access for emergency vehicles to the area where alcohol sales are occurring.

The organization will be carding at the point of sale to prevent underage persons from purchasing alcohol and will be using a wrist-band identification system.

This event has been held for several years with no issues and the event organizers are planning to conduct the event in the same way it has been done in previous years.

Respectfully,



Aaron P. Chapin
Chief of Police

April 19, 2023

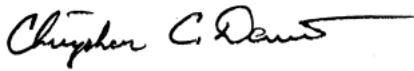
Re: Temporary Class B Application – Take A Vet Fishing

I have reviewed the submitted application by Rob Blanchar, Edwards-Foye American Legion Post 534 & Take A Vet Fishing, for the Take A Vet Fishing event to occur on June 17, 2023.

The application is substantially complete and complies with the EMS and fire requirements. The event has been held previously without significant concerns. occurring. There are no proposed changes to the event.

I recommend approval of the permit.

Sincerely,



Christopher C. Dennis, Chief
Fire & Rescue Department
Village of McFarland

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10⁰⁰

Application Date: MAY 1, 2023

☐ Town ☒ Village ☐ City of McFarland

County of DANE

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning FRIDAY 6/3/23 and ending SUNDAY 6/4/23 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name MATT SPUNTER MEMORIAL SOFTBALL TOURNAMENT

(b) Address [REDACTED] 53558

(c) Date organized MAY 1, 2005

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President STEVE SCHONBERGER

Vice President MR DON SPUNTER

Secretary MS GAYLE (SPUNTER) SHARKEY

Treasurer MS SONDRAL SPUNTER

(g) Name and address of manager or person in charge of affair: STEVE SCHONBERGER

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 4601 EGGELKOW ROAD McFARLAND, WI 53558 BRANDT PARK

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? YES

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: WE WILL BE OCCUPYING THE ENTIRE BRANDT PARK FOR THE WEEKEND - PUBLIC DRINKING

3. Name of Event

(a) List name of the event 17th ANNUAL MATT SPUNTER MEMORIAL SOFTBALL TOURNAMENT

(b) Dates of event 6-2-23 6-3-23 6-4-23 FRIDAY - SUNDAY

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer [Signature] 5-1-23
(Signature / Date)

MATT SPUNTER MEMORIAL TOURNAMENT
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

McFarland

VILLAGE OF

Police Department

5915 Milwaukee St, McFarland, WI 53558 | 608.838.3151 | www.mcfarland.wi.us/police

Aaron P. Chapin | Chief of Police

DATE: April 17, 2023

TO: McFarland Village Board

FROM: Aaron P. Chapin, Chief of Police

REFERENCE: Recommendation of Approval

I have reviewed the special event license and temporary class B retailer's license applications for the Annual Matt Splinter Softball Tournament event to be held June 2nd through the 4th at Brandt Park. I am recommending approval of both applications, as well as the request to allow minors to be present where alcohol is sold with the stipulation that the event coordinators provide proper carding of those purchasing alcohol, and to utilize a wrist-band system for those of age.

The association has requested a variance of noise ordinance to allow for amplified music until 11 pm on Friday and Saturday evening, with the park vacated by 11:30 pm. I would be in favor of this, with last call given no later than 10:45 pm and no alcohol service past 11:00 pm.

For safety and security purposes, I am requiring from their membership (in addition to uniformed security personnel) which are clearly identifiable. The organizers will hire private security to staff the event on Friday evening from 6 pm – close and Saturday from noon – close. This is a loosening or restrictions from previous years based on a history of events with few issues. If the event has security issues which exceed the staffing capabilities, these recommendations will be revised for future events.

The organization will be carding at the point of sale to prevent underage persons from purchasing alcohol and will be using a wrist-band identification system.

Respectfully,



Aaron P. Chapin
Chief of Police

McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Consent Agenda

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Deputy Administrator/Clerk, Aaron Chapin, Police Chief, Chris Dennis, Fire/Rescue Chief

AGENDA ITEM: Motion to approve an event permit for the McFarland Pride Association to hold a picnic in Arnold Larson Park on June 25, 2023 from 10:00 a.m. to 4:00 p.m. with the conditions provided by the Public Works Director, Police Chief and Fire & Rescue Chief as recommended by the Public Safety Committee.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

The McFarland Pride Association has applied to hold a picnic in Arnold Larson Park on June 25, 2023 from 10 a.m. to 4:00 p.m. This is the first time the event has been proposed, and was reviewed by the Public Safety Committee. The Public Safety Committee unanimously recommended approval. Attached are letters from the Public Works, Police and Fire & Rescue Departments with recommendations for the event.

FINANCIAL/BUDGET IMPACT:

Permitting Revenues

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:

[Village Ordinance Chapter 36 - Events Requiring a Permit](#)

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to approve an event permit for the McFarland Pride Association to hold a picnic in Arnold Larson Park on June 25, 2023 from 10 a.m. to 4 p.m., including the request for a variance to allow minors to be present where alcohol is served, with the conditions provided from staff included in the packet.

ATTACHMENTS:

1. Kristin Ellis Event Permit Application Submission_Redacted
2. Detailed Schedule 04.22.2023
3. DRAFT Site Plan
4. Pride Event -Arnold Larson Park



5. 20230420 - McFarland Pride Event Review MFR
6. Approval Letter



Event Permit Application

Pursuant to Village Ordinance Chapter 11:

For parades, run/walks, car shows, community events, and special events in which 200 or more attendees are anticipated at one time or that is likely to have a significant impact on neighborhood parking or the free-flow of traffic (only pertains to events that are open to the public).

Do NOT complete this form unless you have been instructed to do so by the Village Clerk/Treasurer.

Fees

Application Fee	\$100.00
-----------------	----------

Application Fee = \$100.00

Applicant Information

Name of Primary Contact (First, Middle Initial, Last) Kristin Ellis

Phone Number [Redacted]

Address [Redacted]

Email Address [Redacted]



Event Permit Application

Agency / Organization Information (If Applicable)

Agency / Organization Name McFarland Pride Association

Phone Number

Address

Email Address

Event Information

Name of Event Kristin Ellis

Type of Event We are hosting a Picnic in the park on June 25th. The event will include around 10 vendors (all of whom will obtain appropriate licensing through the village). We are working on obtaining donations for food (hot dogs, chips, water) and will offer free beer which will be donated. We will have story time, David Lambau performing, face painting, balloon animals, yard games, and more. The event is intended to be a celebration of pride and be family friendly.

Location of Event The Gazebo downtown Arnold Larson Park

Event Date(s) June 25

Event Time(s) 10:00-4 PM

Total Number of Anticipated Attendees 300+

Total Number of Attendees Anticipated Being at the Event at One Time 20-100

Setup Start Time 8:30 AM

Tear-Down End Time 6:00 PM



Event Permit Application

Public or Private Event

Open to the Public

Is any part of the event proposed to take place on a Village street?

No

Will there be outdoor amplified sound?

Yes

Please describe. We will have sound for David's performance and music

Will the event generate excessive noise or amplified sound after 10 pm? All events generating noise after 10 pm require a variance from the Village Board.

No

Will alcohol be consumed?

Yes

Will minors be present where alcohol is served? All events that allow for the presence of minors where alcohol is served require a variance from the Village Board.

Yes, a variance is requested as part of this application

Will alcohol be sold?

No

Will a Village park be used?

Yes

Please identify the park. Arnold Larson Park

Reservations should be made on our [Park Shelter Reservations page](#).

Will the event involve tents or any other activities that will require digging or turf disturbance?

No

Has this event been previously approved in prior years by the Village?

No

Will the event include any mobile food carts?

Yes

If yes, a Mobile Food Establishment Permit is required for each cart. Please contact the Clerk/Treasurer at 608-838-3153.

Will the event include any vendors?

Yes

If yes, a Direct Seller Permit may be required for each vendor. Municipal staff will contact you to obtain more information.



Event Permit Application

Required Attachments

Detailed Event Schedule

File(s) attached:



Schedule for Pride.docx

Site Plan Requirement - A site plan must be attached that identifies the event layout for the event including stages, tents, equipment, fencing, alcohol sale and carding areas, etc.

File(s) attached:



Insurance - The applicant shall furnish a certificate to the Village demonstrating that applicant has in force and will maintain during the time the Event Permit is in effect public liability insurance of not less than \$1,000,000 per one person, \$2,000,000 per occurrence for personal injury, and \$1,000,000 for property damage naming the Village as an additional insured.

File(s) attached:



Certificate of Insurance (SEL).pdf

Event Details & Security Plan

As part of the application process, you will be required to meet with the McFarland Police Department to discuss details of your event and security requirements. Please provide some dates/times you would be available for a meeting.

Ed Wreh spoke with the police chief and they will do periodic check in on the event by driving by the park I am open to discuss any additional security concerns in person

Event Coordinators

The Village requires each event to identify event coordinators who shall serve as direct contacts for the event. These should be individuals that are not directly participating in the event activities, but rather specifically assigned to monitor and assist in coordinating the activities of the event.

Identify Event Coordinators (Identify 1 for Every 50 Expected Attendees)

i. **Event Coordinator Name**

Kristin Ellis

Location at Event (ex. Race Start, Supply Tent)

All Day

Time On-Site (ex. 10 am to 2pm)

9-6

Cell Phone Number

[REDACTED]

ii. **Event Coordinator Name**

Nikki Ellis

Location at Event (ex. Race Start, Supply Tent)

the park

Time On-Site (ex. 10 am to 2pm)

9-6

Cell Phone Number

[REDACTED]

iii. **Event Coordinator Name**

Jenny Scheel

Location at Event (ex. Race Start, Supply Tent)

the park

iv. **Event Coordinator Name**

Samanth

Location at Event (ex. Race Start, Supply Tent)

the park



Event Permit Application

Detail Security Plan Requirements

Police Department to provide criteria regarding security plan requirements. This would include number of event coordinators required per number of attendees, security requirements when alcohol is served, etc.

Detailed Emergency Management Expectations and Requirements

Actions to be taken in the event of a fire, hazardous condition, or similar emergency requiring building or tent evacuation:

- Have an individual call 911, not all facilities that have a fire alarm notify the 911 center. The 911 operator will have several questions but know the Fire and Rescue Department will be notified while questions are being obtained.
- If amplified music is playing, have the music stop and if possible calmly announce the need to evacuate to the nearest exit.
- Individuals will need to be designated in assisting in evacuating individuals to the nearest exit. Keep in mind most individuals will attempt to exit the same way they accessed the area. The exit will most likely not be able to handle the number of individuals exiting and have people near the exits to allow them to exit quickly while ushering individuals to the exit.
- Designate an area of event-goers to an assembly area that is away from the building, fire department vehicle access. We want to allow access for fire trucks and firefighters to address the situation.
- In the event, an individual is unwilling to exit do not put individuals at risk in attempting to remove the individual. Notify the initial arriving first responders.

Actions to be taken in the event of a medical emergency:

- Call 911 to report the incident. The 911 operator will have several questions but know the Fire and Rescue Department will be notified while questions are being obtained.
- Identify individuals that can assist in getting responders from the entrance of the area to the individual that is in need of medical care. Note more than one vehicle will often respond and maybe several depending on the situation. Having adequate staff to remain in locations to direct additional vehicles responding is preferred.



Event Permit Application

Indemnification Agreement

In consideration for the issuance of the Event Permit, the undersigned, both individually and the agency or organization applying for the Event Permit, shall indemnify, defend and hold harmless the Village of McFarland and its officers, officials, agents, and employees against all loss or expense (including liability costs and reasonable attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village or its officers, officials, agents or employees, for damages because of 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 Event. The undersigned represents that he or she has authority to enter into this agreement on behalf of the agency or organization applying for this permit.

Applicant Signature



Date

04/05/2023

I understand the application and event requirements and agree to the following:

Certifications

- I agree to adhere to all applicable federal, state, and municipal laws and understand the violation of such laws will be subject to applicable fines and penalties, and failure to do so is grounds for revocation of the event permit.
- I understand that my event permit may be revoked at any time, if the Chief of Police, Fire/EMS Chief, Public Works Director, or designee, in their sole discretion, determine that health or general welfare to the public is endangered.
- I agree to return the site to the condition that existed before the event within twenty-four (24) hours or the expiration of my park reservation.
- I agree to abide by all conditions, including any additional conditions imposed by the Village, and understand failure to adhere to conditions will result in revocation of the event permit.

Applicant Signature



Date

03/22/2023

Payment Details

04/05/2023 1:18 PM (CDT)

Transaction Id	06d944f0-9ef4-4b17-87b8-43ca7c28e813
Order Number	a75343ab-feaf-4e0c-8f8f-333e7664b01a
Payment Type	CreditDebitCard
Card Number	xxxx xxxx xxxx 2342
Amount	\$100.00
Created At	04/05/2023 1:18 PM (CDT)

Cassandra Suettinger

From: Kristin Ellis <kellis@farwellgallery.com>
Sent: Saturday, April 22, 2023 2:37 PM
To: Cassandra Suettinger
Subject: Details on entertainment

I thought this would also be helpful

Sunday, June 25th @ The Gazebo Arnold Larson Park

- **10:00-11:00 Yoga in the park Mala Yoga**

- **1:30-12:15 David Landau**

David is a well-known folk singer who specializes in energetic musical performances for the little ones! David has performed all over Madison and always brings a smile to the faces of those who come to listen to him sing and play guitar. David is amazing with kiddos of all ages and encourages audience participation.

- **12:15-1:15 FREE Lunch – hot dogs, chips, and drinks!**
- **1:30-2:30 – Drag Queen Story Time with Nemo & Andi Withai Domino**

Andi Withani Domino and Nemo are Wisconsin's Premiere Teen Drag Queen duo. Andi and Nemo have both been performing for the past 3 years and have led the teen drag movement in the Midwest. Andi is the reigning Miss Wisconsin Youth Entertainer 2023 and the former Jr. Miss Rock County Pride 2022. Nemo is the former Miss Wisconsin Youth Entertainer 2022 and can be seen on Generation Drag on Discovery +. The 17-year-old duo brings drag to families, co-hosting a monthly family-friendly show called *Voices of the Next Generation* in Madison. Nemo and Andi have both found pride and community through their artistry, and plan to continue spreading that positivity and love.

- **3:00-5:00 DJ Femme Noir**

Come and dance the afternoon away with tunes from DJ Femme Noir's sets are intertwined with an eclectic array of music styles from various genres of mainstream and underground music. From popular classics that will have your whole family on their feet, to current singles that dominate the charts, she will have you dancing the whole night away.

Although DJ Femme Noir has been actively DJing for only two years, music has always been a big influence in her life. "My father was a choir director in my grandfather's church while I was growing up. He had a way of reading people and knowing exactly what they needed to hear at any moment. He also knew and understood his choir members and was able to bring out the very best in every single person involved," she said. "I often channel this enthusiasm and spirit when I am out doing my gigs so that it reflects in the songs I play. I may feed off the crowd's energy, but I also influence it with my selections. It's my job to use that influence to set the mood."

FREE Family-friendly activities

12:00-4:00 PM

- **Face Painting**
- **Photo Booth**
- **Art Cart**

- **Walking Library**
- **Card Decorating – we are collecting cards to be sent out to our trans community members.**

Vendors requiring payment:

Vendors for Treats:

Kona Ice

Lily's Cotton Candy

*Dunk Tank- We are working on getting a dunk tank to dunk some local McFarland leaders.

Vendors art and other items

TBD

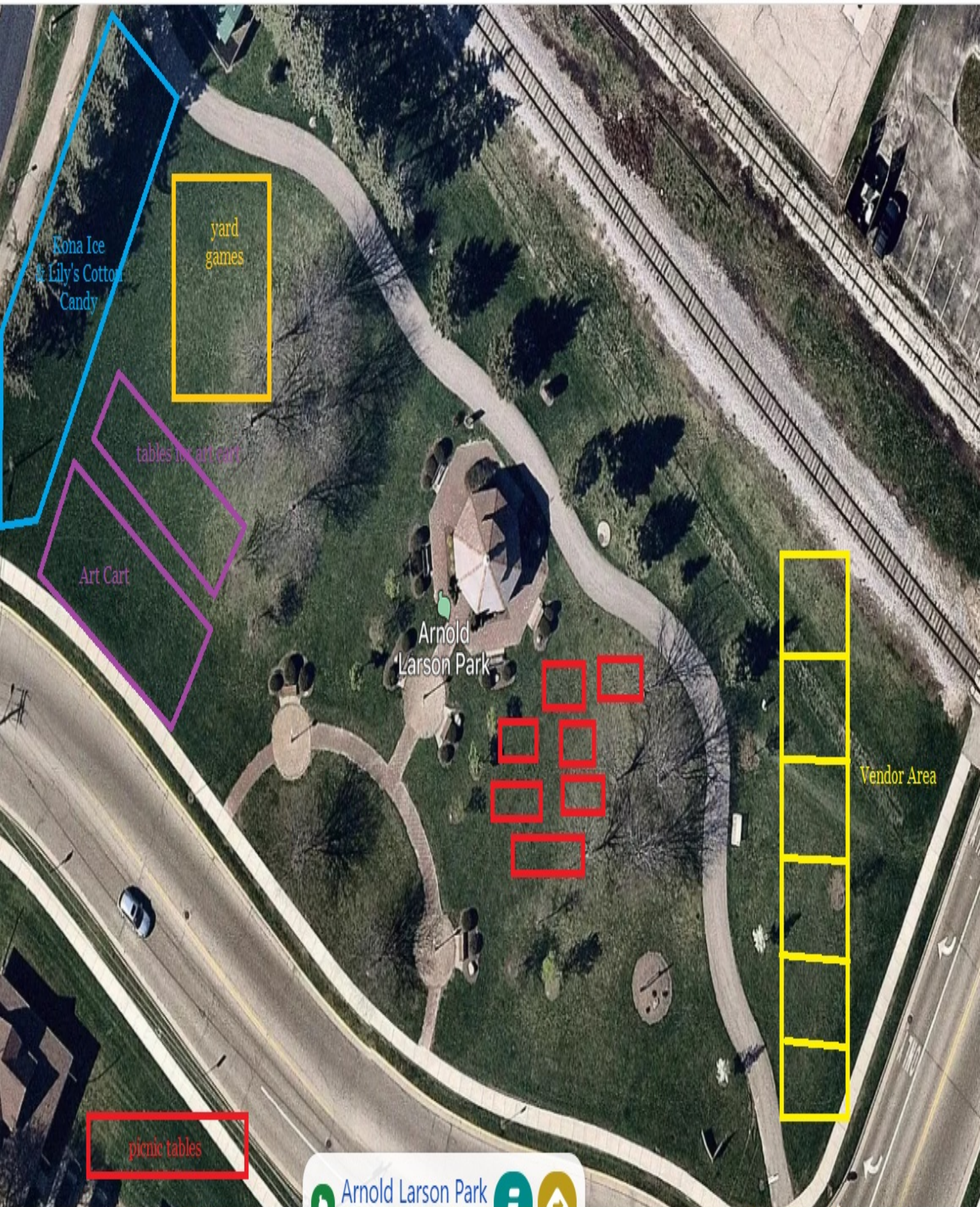
Kristin Ellis - Owner Farwell Gallery

She/Her/Hers

608.225.8647

www.farwellgallery.com





Kona Ice
& Lily's Cotton
Candy

yard
games

tables for art cart

Art Cart

Arnold
Larson Park

picnic tables

Vendor Area





www.mcfarland.wi.us | 5115 Terminal Drive, McFarland, WI 53558 |
608.838.7287

April 19, 2023

Re: Pride in the Park
June 25, 2023

The Public Works Department does have the following conditions and recommendations for this event:

- The vendor area is in the Railroad right of way and must be moved onto Village Property. The property line is about two feet north of the edge of the bike path.
- The location of the picnic tables is the wettest part of the park. With wet conditions we recommend moving the picnic tables to the west side of the Gazebo.
- Currently there are approximately 14 tree stumps that may or may not be removed prior to the event on June 25th. Even if they are removed, grass probably will not be established and could be muddy or a hazard. Public Works will fence off the areas prior to the event. This will be a large obstruction.
- Arnold Larson Park has an environmental cap on three quarters of the park that does not allow for any stakes to be driven into the ground. This would restrict any stakes from being driven into the ground in the vendor area.
- Food carts should be parked on the bike path, with barricades and signage on both ends.
- If the art cart is a vehicle, we would prefer it is not parked on the grass.
- No driving on the turf. Vehicles need to stay on pavement prior to and after the event for loading and unloading purposes.
- No parking of any vehicle on the park turf.
- Turf areas that are saturated are to be avoided. Failure to do so might result in additional charges to repair ruts.
- At least two weeks prior to the event contact Public Works to arrange any additional trash cans, picnic tables.

Please contact me through Public Works if you have any questions or would like to meet onsite to discuss any of the items. I truly hope the event is a success.

Best Regards,

Leon J Igl

Lee Igl
Director of Public Works

April 20, 2023

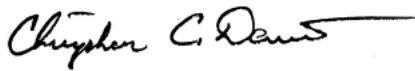
Re: Special Event Permit Application – McFarland Pride Association

I have reviewed the submitted application by Kristin Ellis, McFarland Pride Association, for the McFarland Pride Association Picnic event to occur on June 25, 2023.

The application is substantially complete and complies with the EMS and fire requirements. The event is a new event for the Village. I would recommend the event coordinators to review the emergency expectations and requirements. The Fire & Rescue Department would be happy to review any concerns with the coordinators.

I recommend approval of the permit.

Sincerely,



Christopher C. Dennis, Chief
Fire & Rescue Department
Village of McFarland

McFarland

VILLAGE OF

Police Department

5915 Milwaukee St, McFarland, WI 53558 | 608.838.3151 | www.mcfarland.wi.us/police

Aaron P. Chapin | Chief of Police

DATE: April 25, 2023

TO: McFarland Public Safety Committee and Village Board

FROM: Aaron P. Chapin, Chief of Police

REFERENCE: Recommendation of Approval

I have reviewed the event permit applications for the McFarland Pride Association Picnic to be held June 25th from 10:00 am to 4:00 pm at Arnold Larson Park. There will also be live music and the anticipated attendance will be around 300 people throughout the event.

Note that alcohol will be served, but not sold. The organizers are also requesting an ordinance variance allowing for minors to be present where alcohol is distributed/consumed. I recommend the following requirements be placed on the applicant(s):

- Organizers will provide 1 staff member per 50 anticipated attendees, devoted to the function of assisting and directing attendees as needed.
- Each staff member will wear a brightly colored shirt, coat or vest that clearly identifies them as event staff.
- Organizers will be cognizant of the anticipated weather forecast and have a plan in place to communicate with and evacuate and/or shelter attendees in the event of severe weather.
- Organizers will dedicate, in addition to the aforementioned requirements, sufficient staff members so as to prohibit the distribution of alcohol to minors.
- Organizers agree to card (to verify age) and wristband anyone that appears to be under or close to the legal age to consume alcohol.

Respectfully,



Aaron P. Chapin
Chief of Police

PROCLAMATION

DESIGNATING THE LAST FRIDAY IN APRIL AS ARBOR DAY IN MCFARLAND

WHEREAS, Arbor Day began in Nebraska in 1872 and is now observed throughout the nation and the world; and

WHEREAS, natural areas, trees, and landscapes increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees provide many benefits to the community, including air purification, reducing erosion of topsoil, windbreaks, noise reduction, shade, energy savings, and habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, planting trees and maintaining older trees provides an opportunity for community interaction, volunteerism, economic development, and environmental conservation; and

WHEREAS, actions to diversify our urban forest and improve the environment will benefit present and future generations; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE MCFARLAND VILLAGE BOARD:

THAT, the last Friday in April be designated as Arbor Day in McFarland; and

THAT, all citizens be encouraged to participate in appropriate activities and to support efforts to protect our trees and woodlands.

Proclaimed at a regular meeting of the McFarland Village Board this ____ day of ____, 2023.

ATTEST:

APPROVED:

Cassandra Suettinger,
Village Clerk/Treasurer

Carolyn A. Clow
Village President

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Deputy Administrator/Clerk

AGENDA ITEM: Motion to approve correction of the term of appointment for Jessica Tokar to serve on the Parks & Recreation Committee for a term ending April 14, 2025.

PREVIOUS ACTION:

ISSUE SUMMARY:

The original appointment noted Jessica's term ending in 2024, the term should actually be through 2025.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Tokar, Jessica BCC Application



Board, Committee, Commission Application

First Name	Jessica
Last Name	Tokar
E-mail Address	jessica.graser@gmail.com
Phone Number	2624702545
Address	5518 Leanne Lane
City	McFarland
State	WI
Zip Code	53558
Job/Profession	Grants and Project Coordinator and Preventive Cardiovascular Nurses Association. Full resume can be found at: https://www.linkedin.com/in/jessica-tokar-b769aa44/
Education	B.S. Life Sciences Communication with an emphasis in Communication Strategy



What Board, Committee, or Commission are you interested in being appointed to?	• Diversity, Equity, and Inclusion Committee • Library Board • Parks and Recreation Committee • Sustainability & Natural Resources Committee
Have you attended or watched a meeting of the Board, Committee, or Commission that you selected above?	Yes
Why are you interested in serving?	Local government is at the center of the American experience. As a young and new member to McFarland , I want to contribute to the betterment of my community.
What else would you like to tell us about yourself and/or your interest in serving on the Board, Committee, or Commission that you selected above?	I have interest in a variety of committees and would be interested in serving in the position that is of most need.

McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Business

DEPARTMENT: Administration

CONTACT: Aaron Chapin, Police Chief

AGENDA ITEM: Motion to approve an operator's license for Kendrick Watkins for the period ending June 30, 2023 with the condition that staff run quarterly background checks on Kendrick Watson and that any future offenses contained within the Operator's License Approval Policy, Section 4: Criteria for Denial that occur be grounds for staff to commence the revocation process with the additional recommendation that the conditions noted continue for all future licensing periods until the offenses noted drop off and that a public hearing not be required for the upcoming licensing periods

PREVIOUS ACTION:

ISSUE SUMMARY:

The Public Safety Committee held a hearing on the operator's License for Kendrick Watkins as required by the Village's Operator's License Policy.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

[Village Operator's License Policy](#)

ORDINANCE REFERENCE:

11-74

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Public Safety Committee unanimously recommended issuance of an operator's license for Kendrick Watkin's with the conditions that that staff run quarterly background checks on Kendrick Watson and that any future offenses contained within the Operator's License Approval Policy, Section 4: Criteria for Denial that occur be grounds for staff to commence the revocation process with the additional recommendation that the conditions noted continue for all future licensing periods until the offenses noted drop off and that a public hearing not be required for the upcoming licensing periods.

ATTACHMENTS:

1. Exhibit A
2. Exhibit B



3. Exhibit C - Watkins - Chief Denial Letter
4. Operator License policy Version - UPDATE - 04.13.2020



EXHIBIT A

Operator's License Application

To Serve Fermented Malt Beverages and Intoxicating Liquors

License Type	New
To Be Effective:	As Soon as Approved
Fees	1 Year License**

**1 Year License refers to the licensing year from July 1 through June 30. All licenses expires on June 30th of each year and fees are not prorated.

Do you need any duplicate licenses?	No
-------------------------------------	----

Total Cost = \$35.00

Application & Approval Policies

This application must be completed in its entirety or it will be rejected as incomplete. This application will also be rejected for any omissions. The fee is not refundable should this application be rejected or denied. For rejected applications should the applicant wish to reapply, the applicant will be required to complete a new application at an additional fee of \$35.

View the [Village of McFarland Operator License Approval Policy_\(PDF\)](#).



Name of Establishment(s) where you will be selling/serving alcohol	iMart
Last Name	Watkins
First Name	Kendrick
Middle Initial	D

Sex	Male
Home Address	
City	
State	
Zip Code	
Date of Birth	
Social Security Number	
Wisconsin Driver License/ID	
Email Address	
Home / Cell Phone Number	
Work Phone Number	

Notification

Provide the email address we should use for notification when the license is ready.

Prior Residences

Within the past five years, have you lived at any address other than the one listed above?	No
--	----



1. Have you completed a Wisconsin-approved Responsible Beverage Server Course?	Yes
If yes, when and where?	01/25/2023 iMart Larson Beach McFarland
2. Have you held an Operator's License within the last two years?	No
3. Have you ever had a license to serve alcohol beverages suspended or revoked, or surrendered the license in lieu of suspension or revocation?	No

4. Have you ever been convicted of a felony substantially related to the licensed activity? Examples of "substantially related" might include, but are not limited to: underage drinking, OWI/DUI, selling to a minor, overserving, etc.	No
5. Have you been arrested for and/or convicted of violating any law or ordinance in the last 10 years substantially related to the license activity? Examples of "substantially related" might include, but are not limited to: underage drinking, OWI/DUI, selling to a minor, overserving, etc.	No
6. Do you have any pending charges, including criminal and ordinance violations substantially related to the license activity? Examples of "substantially related" might include, but are not limited to: underage drinking, OWI/DUI, selling to a minor, overserving, etc.	No



Required Documentation

If the application is a renewal application, no additional documentation is required.

If the application is a new application, **one of the following** must be provided.

Copy of the Certificate Indicating Completion of a Wisconsin-Approved Responsible Beverage Server Course, Valid Within the Two Years Prior to the Date of This Application



Certification

I hereby apply for a license to serve Fermented Malt Beverage and Intoxicating Liquor, subject to the limitation imposed by Chapter 125 of the Wisconsin Statute, Chapter 11 of the McFarland Municipal Code and all amendments thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations Federal, State or Local, affecting the sale of such beverage and liquor if a license is granted to me

I certify that I am the applicant in the foregoing application and any attachment thereto, that I have read and made complete answer to each question, and that my answer in each instance are true and correct

Signature of Applicant

File(s) attached:



Date

01/26/2023

Did Village Staff request that you resubmit this application because there was missing information when you first submitted?

No

Payment Details

01/26/2023 1:22 PM (CST)

Transaction Id	96f520ab-de66-4a81-91e7-e4e4ccb8f5d3
Order Number	f2d53dcb-95fa-45ed-bec3-d6d8823fc60f
Payment Type	CreditDebitCard
Card Number	xxxx xxxx xxxx 1291
Amount	\$35.00
Created At	01/26/2023 1:22 PM (CST)



www.mcfarland.wi.us | 5915 Milwaukee St, McFarland, WI 53558 | 608.838.3153

February 1, 2023

Kendrick Watkins
4127 N 90th Ct
Milwaukee WI 53223

Dear Mr. Watkins,

Your application for an alcohol operator's license for the period through June 30, 2023 was received. A review of your application, criminal history, and arrest records, as maintained by the State of Wisconsin, has resulted in a recommendation from Police Chief Aaron Chapin for denial pursuant to the Village's operator license approval policy. A copy of the policy is enclosed.

You have 30 days from receipt of this letter to exercise your right to request a hearing before the Public Safety Committee to discuss the matter. If a hearing is requested, the Public Safety Committee will review your record, along with the recommendation from Chief Chapin and you will have the opportunity to provide the Committee with substantial evidence in the form of credible documentation of rehabilitation. Attached is section 5 of the operator's license approval policy which outlines the process and acceptable forms of credible documentation. Please be advised the hearing will be held as part of a public meeting.

Please contact me directly at 608-838-3153 or via email at cassandra.suettinger@mcfarland.wi.us to request a hearing before the Public Safety Committee.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cassandra Suettinger', written over a horizontal line.

Cassandra Suettinger
Clerk/Treasurer

McFarland

VILLAGE OF

Police Department

5915 Milwaukee St, McFarland, WI 53558 | 608.838.3151 | www.mcfarland.wi.us/police

Aaron P. Chapin | Chief of Police

EXHIBIT C

DATE: January 31, 2023

TO: Public Safety Committee

FROM: Aaron P. Chapin, Chief of Police

REFERENCE: Alcohol Operators License for Kendrick Watkins

On this date I reviewed a new application for an Alcohol Operator's License submitted by the above applicant. Having completed my review of his application, my recommendation is that of denial of the application based on village ordinance and the applicant's history.

I base my decision on the following section of Village Ordinance and the McFarland Alcohol Licensure Policy:

1. Village Ordinance 11-74 (c) (2), Guideline 2 which states, in part:

Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, any person who has been convicted of or has a current charge pending, for (1) or more offenses within the last five (5) years or for two (2) or more offenses, arising out of separate incidents, within the last ten (10) years in the following subcategories, does not qualify for an operator's license:

(b) Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, resisting or obstructing a police officer, bribery of public officers/employees, eluding police, bail jumping, hit and run, perjury, or acts/threats of terrorism.

Mr. Watkins' history shows:

- A conviction for Resisting/Obstructing a Police Officer from an incident occurring on 08/20/2018.
- A conviction for Resisting/Obstructing a Police Officer from an incident occurring on 02/07/2020.

These convictions occurred within the ten-year period preceding the application date, thus disqualifying Mr. Watkins from eligibility to receive an Operator's License.

Operator License Approval Policy – Approved 04/13/2020

SECTION 1: Policy Purpose

In order to provide for an effective and consistent system of alcohol licensing that protects the public safety and is applied in a uniform and equitable manner, the Village Board has adopted the following written policy to govern the granting of operators' licenses pursuant to Chapter 125 of the Wisconsin Statutes, and Chapter 11, Article II of the Village ordinances.

SECTION 2: Acknowledgment of Duties.

The Village of McFarland acknowledges and recognizes the responsibility operators have to keep the public safe in their duties. An operator's license will enable operators to sell beer or liquor on a Class A premise (alcohol is carried off the premise. Examples include: a gas station, liquor store, or grocery store.) or a Class B premise (alcohol consumed on the property such as a tavern or bar). A liquor license holder, an agent, or a licensed operator must be on the premises at all times the business is open and alcohol is being sold. The licensed operator is in charge of the premise, and has certain responsibilities that include, but are not limited to:

- A. Preventing the sale of alcohol to minors. The legal drinking age is 21, and sales of alcohol to underage patrons is prohibited.
- B. Prohibiting the service or sale of alcohol to a person who is intoxicated. Operator's are legally entitled, and required, to refuse to serve any person whom they feel has had too much to drink.
- C. Ensuring open intoxicants do not leave the property.
- D. Class "B" premises must be closed between 2:00 am and 6:00 am Mon-Friday, and 2:30 am and 6:00 am Sat. & Sun (there are no closing hours on January 1). Everyone except employees on duty must be out of the store or bar by closing time. Private parties, friends or spouses are not allowed to stay on the premises while staff completes cleaning duties.
- E. Class "A" premises may not sell fermented malt beverages and intoxicating liquors between the hours of 9:00 p.m. and 6:00 a.m.

SECTION 3: Process.

- A. The Clerk's office shall take the application and fee. The office shall do an initial review of the application to ensure the application is complete pursuant to the requirements in 11-71(1)-(12) of the Village Code of ordinances. A notary is available in the Village's administration office if required. The fee collected is non-refundable. Incomplete applications will not be accepted.
- B. The Police Department will conduct a records check, including criminal and traffic, of all applicants for operators' licenses. If necessary, the records check may include an interview with the applicant or contact with other jurisdictions or third parties to verify or investigate information obtained in the records check. Applications with missing information or incomplete information regarding arrests or convictions shall be rejected. Rejected applications shall be re-assessed the application fee.

- C. The Chief of Police, or the Police Chief's designee, shall provide a recommendation for approval or denial using the criteria listed in section 4.
- D. All recommendations for approval will be routed back to the administration office to be issued by the Clerk.
- E. All recommendations for denial will be referred to the Public Safety Committee. The Clerk shall forward the license application and any related materials to the Committee. The Clerk shall provide notice to the applicant in writing that he or she should appear before the Committee for individual review of the application. The Public Safety Committee shall provide a review of the application as listed in Section 5.
- F. The committee shall, after interview of the applicant, make a recommendation to either grant or deny an operator's license to the Village Board.
- G. The Village Board shall review the application and recommendation from the Public Safety Committee and make a final determination of granting or denying the license.
- H. If the application is denied by the Village Board, the Village Clerk shall, in writing, inform the applicant of the denial, the reasons therefore, and provide an opportunity for the applicant to request a reconsideration of the application by the Village Board.
- I. If the application is denied again, the Village Clerk shall notify the applicant in writing of the reasons therefor. An applicant who is denied any license may apply to the Circuit Court pursuant to WI Statutes 125.12(2)(D).

SECTION 4: Criteria for Denial

The Chief of Police, or designee, shall provide a review of the criminal history of the applicant, and refer any of the following to the Public Safety Committee for further review and possible recommendation for denial. Due to the discretionary nature of the alcohol beverage license process, it is not possible to state every circumstance that may result in denial of a license application and what circumstances will result in approval of a license application. However, it is possible to enumerate what the PSC will consider in making its recommendation and what circumstances are more likely to result in a denial of a license application. It is also important to note denying an operator's license does not prohibit the employee from serving/selling alcohol; however, it does require that they serve/sell with a licensed operator on the premise.

Guideline 1: 11-74 (c) (1): Arrest and conviction record of the applicant, subject to the limitations imposed by Wis. Stats. §§ 111.321, 111.322, and 111.335, and Wis. Stats. § 125.12(1)(b).

- a) Convictions of two or more misdemeanor crimes in a five year period preceding the date of application.

- b) Conviction of one misdemeanor crime in combination with four ordinance violations egregious traffic violations of public safety concern in the five year period preceding the date of application.

Guideline 2: 11-74 (c) (2): If a licensee is convicted of an offense substantially related to the licensed activity.

Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, any person who has been convicted of or has a current charge pending, for (1) or more offenses within the last five (5) years or for two (2) or more offenses, arising out of separate incidents, within the last ten (10) years in the following subcategories, does not qualify for an operator's license:

- (a) Violent crimes against the person of another, including but not limited to battery, disorderly conduct, sexual assault, injury by negligent use of a vehicle, intimidation of victim or witness.
- (b) Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, resisting or obstructing a police officer, bribery of public officers/employees, eluding police, bail jumping, hit and run, perjury, or acts/threats of terrorism.
- (c) Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; maintaining a drug trafficking place; possessing with intent to manufacture, distribute, or deliver a controlled substance or a controlled substance analog. Sec. 111.335(1)(cs), Wis. Stats.

Guideline 3: 11-74 (c) (3): An application may be denied based upon the applicant's arrest and conviction record if the applicant has been convicted of a felony (unless duly pardoned) or if the applicant has habitually been a law offender.

Provided the circumstances substantially relate to the circumstances of the job, any person who has been convicted of or has a current charge pending, for two (2) or more offenses, arising out of separate incidents, within the last five (5) years immediately preceding the license application in the following subcategories does not qualify for an operator's license:

- (a) Alcohol beverage offenses (under Wis. Stat. Ch. 125 or McFarland Ordinance Ch. 11 - excluding administrative violations such as "failure to post license under glass").
- (b) Operating a motor vehicle with a prohibited alcohol concentration (PAC) in excess of .08% by weight.
- (c) Open intoxicants in public places or in a motor vehicle.

- (d) Possessing a controlled substance, controlled substance analog without a valid prescription, or possessing drug paraphernalia.
- (e) Operating a motor vehicle while under the influence of intoxicants or drugs.
- (f) Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.

Additionally, because a license is a privilege, the issuance of which is a right granted solely to the Village Board, the Village Board reserves the right to consider the severity, and facts and circumstances of the offense when making the determination to grant, deny or not renew a license. Further, the Village Board, at its discretion, may, based upon an arrest or conviction record of two or more offenses that are substantially related to the licensed activity within the five years immediately preceding, act to suspend such license for a period of one year or more.

Section 5: Public Safety Committee Review of Applications.

The Public Safety Committee shall be responsible for conducting further review of operator's license applications that have criteria from Section 4 as recommended for denial. The committee shall be expected to thoroughly and conscientiously review license applications and consistently apply pertinent laws and ordinances.

The Public Safety Committee may recommend approval of an operator's license application if the applicant presents the PSC with substantial evidence in the form of credible documentation of rehabilitation. Such evidence could include letters of recommendation from Alcohol and Other Drug ("AODA") counselors, probation agents, or other relevant service providers, other professional counselors, certificates and/or letters confirming satisfactory completion of an AODA or other relevant counseling program. Any such letters shall be on the letterhead of the agency offering the recommendation in order for the letter to be considered credible evidence of rehabilitation.

Pursuant to Wis. Stats. § 111.335(4)(d), competent evidence of rehabilitation and fitness to perform the licensed activity may be established by production of any of the following:

- (a) The individual's most recent certified copy of a federal department of defense form DD-214 showing the person's honorable discharge, or separation under honorable conditions, from the U.S. armed forces for military service rendered following conviction for any offense that would otherwise disqualify the individual from the license sought, except that the discharge form is not competent evidence of sufficient rehabilitation and fitness to perform the licensed activity if the individual was convicted of any misdemeanor or felony subsequent to the date of the honorable discharge or separation from military service.
- (b) A copy of the local, state, or federal release document; and either a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or other evidence that at least one year has elapsed since release

from any local, state, or federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.

In addition to the documentary evidence that may be provided above to show sufficient rehabilitation and fitness to perform the licensed activity, the Committee shall consider any of the following evidence presented by the applicant:

- (a) Evidence of the nature and seriousness of any offense of which he or she was convicted.
- (b) Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
- (c) The age of the individual at the time the offense was committed.
- (d) The length of time that has elapsed since the offense was committed.
- (e) Letters of reference by persons who have been in contact with the individual since the applicant's release from any local, state, or federal correctional institution.
- (f) All other relevant evidence of rehabilitation and present fitness presented.

The Committee shall decide how much weight and credibility to assign to any evidence of rehabilitation, including but not limited to, whether a record is certified, whether evidence has been corroborated or verified, documentary proof of completion of any counseling or other relevant treatment, and the credibility of statements by the applicant or any witness. In determining the credibility of any statement made by the applicant or any witness, the Committee should consider, among other things, the reasonableness of the statement, possible motives for providing false statements or withholding information, the applicant or witness's conduct and demeanor, the clearness or lack of clearness of the statement, and the cooperation of the applicant or witness in answering any questions posed by the Committee or Village Staff.

For license renewals, a previous determination by the Committee that an applicant has been rehabilitated from certain offenses carries forward; however, these offenses may be re-considered if the applicant has also committed a new offense substantially related to the licensed activity during the current license period.

The Committee shall state reasons for approval or denial for the record.

Possible outcomes include but are not limited to:

1. Recommend approval of the license based on the applicant providing credible evidence of rehabilitation
2. Recommend conditional approval of the license based on the applicant providing substantial, credible evidence of rehabilitation with the following conditions:

- a. There be no more subsequent substantially related offenses for the remainder of the licensing period.
 - b. The applicant be required to pay \$15 dollars, to submit to quarterly background checks to ensure compliance.
3. Recommend application be tabled for a period of XX days. Committee will re-review application at that time. Applicant should be prepared to provide substantial evidence of rehabilitation.
4. Recommend application be denied based on violation of guideline (insert relevant guideline and corresponding ordinance reference).
5. If the applicant fails to appear: recommend the application be placed on file without prejudice (meaning the application can be brought back at any time before the expiration of the license period)

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Aimee Irwin, Assistant to the Public Works Director, Lee Igl, Public Works Director

AGENDA ITEM: Motion to approve the award of contract for the 2023 Burma Tower repainting project as recommended by the Public Works/Utilities Committee.

PREVIOUS ACTION:

The Public Works & Utilities Committee recommended the award of contract to L.C. United Painting Co. Inc. of Sterling Heights, Michigan in an amount of \$181,000 for the repainting of Burma water tower, including base bid and alternate three but rejecting alternates one, two, and four with additional expenses for construction administration, inspection, and contingency for a total project cost in an amount of \$244,000 at their April 24, 2023.

The Public Works and Utilities Committee recommended the award of contract to Town & Country Engineering for Burma water tower repainting design and construction engineering at their November 28, 2022 meeting.

ISSUE SUMMARY:

The Burma water tower was last painted in 2005 and has been included in the CIP for repainting in 2023. The committee previously recommended the award of contract to Town & Country Engineering for design and construction engineering services at their November 2022 meeting. The enclosed memo from Town & Country provides a summary of the bid tabulation results and recommendation for a painting contractor. The low bidder was L.C. United Painting Co, Inc. of Sterling Heights, Michigan. For the project, Town & Country will assist with construction administration and coordination with the inspection firm (Dixon Engineering) for observation of the water tower coating. Upon completion of the painting of the base coat, the Village's rebranded logo will be painted on the tower.

FINANCIAL/BUDGET IMPACT:

Revenues - The following revenues have been allocated to fund the project:
\$ 830,000 Water Utility

Expenses - Included within the packet is the bid tab for the project and the following cost breakdown is updated based on the low bid submitted:

\$ Base Bid
176,000

\$ 5,000 Alternate 3 (Painting the underside of the tank with a slightly darker color than the



top)
\$ 8,500 Design Engineering and Construction Administration (Town & Country Engineering)
\$ 32,850 Inspection of water tower coating installation (Dixon Engineering)
\$ 22,235 Contingency (10%)
(585) Rounding
\$ 244,000 Total Project Expense

The project is in surplus status with excess debt proceeds going towards other utility projects in 2023.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended Action:

Motion, second to award contract to L.C. United Painting Co, Inc. of Sterling Heights, Michigan in an amount of \$181,000 for the repainting of Burma water tower, including base bid and alternate three but rejecting alternates one, two and four with additional expenses for construction administration, inspection, and contingency for a total project cost in an amount of \$244,000.

ATTACHMENTS:

1. Recommendation Ltr- on ltrhead

April 19, 2023

Village of McFarland
5915 Milwaukee Street, P.O. Box 110
McFarland, WI 53558

Attention: Mr. Matthew Schuenke, Administrator

Subject: Analysis of Proposals and Recommendation for Award of Contracts; 2023 Water Tower Repair and Painting; Village of McFarland

Bid Deadline: April 11, 2023 at 2:00 p.m. local time

To Whom it May Concern:

The purpose of this letter is to analyze the proposals received for the 2023 Water Tower Repair and Painting project and to recommend award of a contract. This project involves overcoat repainting and minor repairs to the Village's existing water tower on Burma Road.

The Village advertised and distributed a request for proposals for this work in March 2023. Four contractors submitted proposals. A summary of the proposals is as follows:

Contractor	Base Bid	A-1	A-2	A-3	A-4
L.C. United Painting Co., Inc.	\$176,000	-\$2,000	\$8,000	\$5,000	-\$500
Classic Protective Coatings, Inc.	\$277,400	-\$6,000	\$9,200	\$5,800	\$10,000
Central Tank Coatings, Inc.	\$286,500	\$30,000	\$12,000	\$20,000	-
TMI Coating, Inc.	\$348,400	-\$1,400	\$2,200	\$2,000	\$18,000

All of the proposals were properly submitted.

The low bidder, using the base bid alone or with any combination of alternates, is L.C. United Painting Co., Inc. of Sterling Heights, Michigan, an experienced coatings contractor that has completed many painting projects for communities in Wisconsin, Illinois, Indiana, and Michigan. The bid prices are below the expected estimate and budget range.

Four bid alternates were provided for this work. Alternate 1 provides a cost for the existing cellular equipment to remain in place during coating. U.S. Cellular has indicated that it would be difficult and undesirable to remove their equipment. Under the terms of the existing lease, The Village may choose to charge this cost to U.S. Cellular. It is recommended that this alternate is rejected.

Alternate 2 provides the additional cost of painting the Village logo (Option 2) vs just the Village lettering (Option 1). These logo options are attached to this memo. Accepting this alternate will allow for the painting of the Village logo. Rejecting this alternate will result in painting the lettering.

Alternate 3 provides the additional cost of painting the underside of the tank with a slightly darker color than the top. The benefit of this approach is that the tank will tend to show accumulated mildew staining less over time. After discussions with staff, it is recommended that this alternate is accepted.

Alternate 4 provides a cost for an extension of the project completion date. It is recommended that this alternate is rejected.

Unexpected conditions are sometimes encountered which result in increased project costs. Therefore, it would be wise to continue to carry the recommended 10% contingency.

If you have any questions with respect to our thoughts on this matter, I am available at your convenience to discuss them with you.

Respectfully,

TOWN & COUNTRY ENGINEERING, INC.

Tim Stieve, P.E., ENV-SP
Stormwater Lead

TS:sai

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Village of McFarland Logo Options

Option 1 – Base Bid



Option 2 – Alternate Bid Item



PROPOSAL SUMMARY

Project: 2023 Water Tower Repair and Painting; Village of McFarland
 Engineer's Project Number: MC 205 Deadline: April 11, 2023 at 2:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID QUANT.	UNITS	L.C. United Painting Co., Inc. UNIT PRICE	AMOUNT	Classic Protective Coatings, Inc. UNIT PRICE	AMOUNT
BASE BID							
1-1.	Mobilization and Demobilization	1	lump sum	\$ 5,000.00	\$ 5,000.00	\$ 13,000.00	\$ 13,000.00
1-2.	Coordination with Existing Cellular/Communications Equipment	1	lump sum	\$ 2,000.00	\$ 2,000.00	\$ 29,000.00	\$ 29,000.00
1-3.	High-Pressure Wash and Spot Power Tool Clean Exterior	1	lump sum	\$ 30,000.00	\$ 30,000.00	\$ 42,000.00	\$ 42,000.00
1-4.	Repainting of Exterior (Overcoating)	1	lump sum	\$ 58,500.00	\$ 58,500.00	\$ 97,000.00	\$ 97,000.00
1-5.	Painting of Lettering/Logo - Option 1	1	lump sum	\$ 8,000.00	\$ 8,000.00	\$ 7,800.00	\$ 7,800.00
1-6.	Spot Power Tool Cleaning of Dry Interior	1	lump sum	\$ 6,000.00	\$ 6,000.00	\$ 7,800.00	\$ 7,800.00
1-7.	Partial Repainting of Dry Interior	1	lump sum	\$ 3,000.00	\$ 3,000.00	\$ 8,200.00	\$ 8,200.00
1-8.	Seal CB&I Access Tube Air Gap	1	lump sum	\$ 5,500.00	\$ 5,500.00	\$ 7,200.00	\$ 7,200.00
1-9.	Ladder and Fall Protection Modifications	1	lump sum	\$ 6,000.00	\$ 6,000.00	\$ 4,900.00	\$ 4,900.00
1-10.	Install Handholds/Painter's Rigging Lugs	1	lump sum	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00
1-11.	Overflow Pipe Modifications and Screen Installation	1	lump sum	\$ 2,500.00	\$ 2,500.00	\$ 4,200.00	\$ 4,200.00
1-12.	Install Mud Valve	1	lump sum	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00
1-13.	Install Mechanical Mixer	1	lump sum	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00
1-14.	Install Condensate Drain	1	lump sum	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
1-15.	Install Fill Pipe Deflector Bars	1	lump sum	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00
1-16.	Install Sample Tap	1	lump sum	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
1-17.	Replace Expansion Joint	1	lump sum	\$ 12,000.00	\$ 12,000.00	\$ 9,800.00	\$ 9,800.00
1-18.	Foundation Repairs/Coating	1	lump sum	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00
1-19.	Filling & Disinfecting of Tank Following Painting	1	lump sum	\$ 1,500.00	\$ 1,500.00	\$ 6,900.00	\$ 6,900.00
	TOTAL BASE BID				\$ 176,000.00		\$ 277,400.00
ADDITIVE OR DEDUCTIVE BID ITEMS (positive value for cost increase, negative value for decrease)							
A-1	Deduct for Cellular/Communications Equipment Removed Prior to Project	1	lump sum	\$ (2,000.00)	\$ (2,000.00)	\$ (6,000.00)	\$ (6,000.00)
A-2	Add/Deduct for Painting of Lettering/Logo - Option 2	1	lump sum	\$ 8,000.00	\$ 8,000.00	\$ 9,200.00	\$ 9,200.00
A-3	Adder for Two-Color Exterior Painting Scheme	1	lump sum	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00
A-4	Add/Deduct to Extend Final Completion Date to October 31, 2024	1	lump sum	\$ (500.00)	\$ (500.00)	\$ 10,000.00	\$ 10,000.00

PROPOSAL SUMMARY

Project: 2023 Water Tower Repair and Painting; Village of McFarland
 Engineer's Project Number: MC 205 Deadline: April 11, 2023 at 2:00 p.m. local time

ITEM NO.	DESCRIPTION OF WORK	BID		Central Tank Coatings, Inc.		TMI Coatings, Inc.	
		QUANT.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID							
1-1.	Mobilization and Demobilization	1	lump sum	\$ 10,000.00	\$ 10,000.00	\$ 13,800.00	\$ 13,800.00
1-2.	Coordination with Existing Cellular/Communications Equipment	1	lump sum	\$ 30,000.00	\$ 30,000.00	\$ 1,400.00	\$ 1,400.00
1-3.	High-Pressure Wash and Spot Power Tool Clean Exterior	1	lump sum	\$ 12,000.00	\$ 12,000.00	\$ 115,000.00	\$ 115,000.00
1-4.	Repainting of Exterior (Overcoating)	1	lump sum	\$ 127,500.00	\$ 127,500.00	\$ 131,500.00	\$ 131,500.00
1-5.	Painting of Lettering/Logo - Option 1	1	lump sum	\$ 18,000.00	\$ 18,000.00	\$ 7,100.00	\$ 7,100.00
1-6.	Spot Power Tool Cleaning of Dry Interior	1	lump sum	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
1-7.	Partial Repainting of Dry Interior	1	lump sum	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00
1-8.	Seal CB&I Access Tube Air Gap	1	lump sum	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00
1-9.	Ladder and Fall Protection Modifications	1	lump sum	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00
1-10.	Install Handholds/Painter's Rigging Lugs	1	lump sum	\$ 8,000.00	\$ 8,000.00	\$ 3,300.00	\$ 3,300.00
1-11.	Overflow Pipe Modifications and Screen Installation	1	lump sum	\$ 3,500.00	\$ 3,500.00	\$ 3,600.00	\$ 3,600.00
1-12.	Install Mud Valve	1	lump sum	\$ 3,500.00	\$ 3,500.00	\$ 5,800.00	\$ 5,800.00
1-13.	Install Mechanical Mixer	1	lump sum	\$ 30,000.00	\$ 30,000.00	\$ 28,000.00	\$ 28,000.00
1-14.	Install Condensate Drain	1	lump sum	\$ 2,000.00	\$ 2,000.00	\$ 3,100.00	\$ 3,100.00
1-15.	Install Fill Pipe Deflector Bars	1	lump sum	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00
1-16.	Install Sample Tap	1	lump sum	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00
1-17.	Replace Expansion Joint	1	lump sum	\$ 14,000.00	\$ 14,000.00	\$ 8,500.00	\$ 8,500.00
1-18.	Foundation Repairs/Coating	1	lump sum	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00
1-19.	Filling & Disinfecting of Tank Following Painting	1	lump sum	\$ 2,500.00	\$ 2,500.00	\$ 11,000.00	\$ 11,000.00
	TOTAL BASE BID				\$ 286,500.00		\$ 348,400.00
ADDITIVE OR DEDUCTIVE BID ITEMS (positive value for cost increase, negative value for decrease)							
A-1	Deduct for Cellular/Communications Equipment Removed Prior to Project	1	lump sum	\$ 30,000.00	\$ 30,000.00	\$ (1,400.00)	\$ (1,400.00)
A-2	Add/Deduct for Painting of Lettering/Logo - Option 2	1	lump sum	\$ 12,000.00	\$ 12,000.00	\$ 2,200.00	\$ 2,200.00
A-3	Adder for Two-Color Exterior Painting Scheme	1	lump sum	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00
A-4	Add/Deduct to Extend Final Completion Date to October 31, 2024	1	lump sum	\$ -	\$ -	\$ 18,000.00	\$ 18,000.00

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Aimee Irwin, Assistant to the Public Works Director, Lee Igl, Public Works Director

AGENDA ITEM: Motion to approve a proposal from Town & Country Engineering to create a stormwater management area maintenance plan as recommended by the Public Works/Utilities Committee.

PREVIOUS ACTION:

The Public Works & Utilities committee recommended approval regarding a proposal from Town & Country Engineering to create a stormwater management area maintenance plan not to exceed \$2,200 without specific approval from the village at their April 24, 2023 meeting.

ISSUE SUMMARY:

Enclosed is a proposal from Town & Country Engineering to create a stormwater management area maintenance plan. The plan will assist with maintaining the 16 stormwater management areas and three additional areas that will be transferred to the Village in the future. Town & Country Engineering will be present to review the proposal and answer any questions.

FINANCIAL/BUDGET IMPACT:

The estimated cost of this plan will not exceed \$2,200 without specific approval from the Village. This item is included within the 2023 budget.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second approval regarding a proposal from Town & Country Engineering to create a stormwater management area maintenance plan not to exceed \$2,200.

ATTACHMENTS:

1. Scope of Services - Storm Water Pond Maintenance Planning

SCOPE OF SERVICES MEMORANDUM

Date: March 15, 2023

To: Lee Igl, Director of Public Works – Village of McFarland

From: Brian Berquist, P.E., President – Town and Country Engineering

Subject: Scope of Services – Storm Water Pond Maintenance Planning

The Village of McFarland owns and maintains 16 stormwater management areas, and 3 other areas soon to be transferred to Village, collectively known as Best Management Practices (BMPs). These areas consist of permanent pool ponds and infiltration areas, and bio-retention facilities. As part of the Storm Water Utility operations and maintenance efforts (and as required under the Village Municipal Separate Storm Sewer System permit), the Village desires to create a maintenance planning guide for each of these areas to assist Village staff in the regular upkeep of the sites and the necessary data collection.

The scope of services for the maintenance plan will include the following:

- Prepare Village-wide and individual site mapping of all BMP areas calling out the key components (infiltration surfaces, native planting areas, outlet structures, overflow routes, inlet piping, etc.)
- Compile the construction drawings (as-built when available) and maintenance plan documents into a comprehensive paper and digital document for quick reference by Village staff.
- Recommend short-term maintenance activities to ensure the BMPs are performing as originally designed and constructed.
- Recommend long-term inspection and maintenance schedules to reduce intensive future maintenance.
- Some discussion covering the potential conversion of turf grass areas to more native plantings. Detailed planting/maintenance plans for native plants will not be included, and is best suited for a separate document prepared by others.

Portions of the above items have already been completed during preparation of the Village's annual MS4 permitting documents. This will aid in limiting the effort needed to complete the document (along with the overall cost). The estimated engineering cost for the above scope will be billed on an hourly basis and **will not exceed \$2,200 without specific approval from the Village.**

The above scope assumes the following information will be provided by the Village:

- Access to all BMPs that are secured with fencing.
- Existing and past maintenance practices at the BMPs.

We at Town & Country Engineering, Inc. wish to thank you for the opportunity to present this scope of services to the Village and look forward to continuing to serve you. If you have any questions regarding the above scope, please feel free to call.

BRB

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TOWN & COUNTRY ENGINEERING, INC.

Madison ♦ Rhinelander ♦ Kenosha
6264 Nesbitt Road • Madison, WI 53719 • (608) 273-3350 • tce@tcengineers.net

McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Aimee Irwin, Assistant to the Public Works Director, Lee Igl, Public Works Director

AGENDA ITEM: Motion to approve a proposal from Town & Country to conduct a stormwater rate study.

PREVIOUS ACTION:

The Public Works & Utilities Committee recommended approval regarding a proposal from Town & Country Engineering to conduct a stormwater rate study not to exceed \$4,500 at their April 24, 2023 meeting.

ISSUE SUMMARY:

Enclosed within the packet is a proposal from Town & Country Engineering to conduct a stormwater rate study. The Stormwater Utility was created in 2008 and the last rate adjustment occurred in 2016. The study will review current data, trends, and future improvements to the stormwater utility to calculate recommended rates. Town & Country will be present during the meeting to review their proposal and answer questions.

FINANCIAL/BUDGET IMPACT:

The estimated cost for this study will not exceed \$4,500 and this amount has been included within the 2023 budget.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

[Chapter 47-V Stormwater Utility](#)

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second approval regarding a proposal from Town & Country Engineering to conduct a stormwater rate study not to exceed \$4,500.

ATTACHMENTS:

1. Scope of Services - Storm Rate Study

SCOPE OF SERVICES MEMORANDUM

Date: March 13, 2023
To: Lee Igl, Director of Public Works – Village of McFarland
From: Brian Berquist, P.E., President – Town and Country Engineering
Subject: Scope of Services – Storm Water User Rate Study

The Village of McFarland desires to examine their current user rates for the Stormwater Utility. The long range capital plan has recommended approximately \$2,100,000 of improvements to stormwater utility funded items to address aging or undersized facilities. This study will identify the impact of the improvements on the customers of the utility and explore potential rate increases to fund the improvements.

The scope of services for the rate study will include the following:

- Review of utility user and financial information for the past three years for incorporation into a user rate review.
- Review of past rate setting efforts.
- Prepare a detailed user rate evaluation and cash flow to evaluate existing and future rates based upon the identified capital improvements. Rates will be considered based on the ERU (equivalent residential user) method.
- Recommend a rate implementation schedule to accommodate the proposed project schedule and cash needs.
- Attend meetings as necessary to fully understand the Village's existing user rates and desired approaches from elected officials and Staff.
- Prepare a recommendations memo to be presented to the Public Works and Utility Committee and Village Board.

The estimated engineering cost for the above scope will be billed on an hourly basis and **will not exceed \$4,500 without specific approval from the Village.**

The above scope assumes the following information will be provided by the Village:

- Existing user information including quantity of users, existing rates, and revenues.
- O&M and other expenses by category for the past 3 years.
- Stormwater Utility audits for the past 3 years.

We at Town & Country Engineering, Inc. wish to thank you for the opportunity to present this scope of services to the Village and look forward to continuing to serve you. If you have any questions regarding the above scope, please feel free to call.

BRB

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McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Schedule Next Meeting

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to create Chapter 13 of the Fiscal Policy Manual as the Community Grant Policy.

PREVIOUS ACTION:

This matter was introduced to the Finance Committee at its meeting on January 19, 2023.

The draft policy was discussed at the last meeting on March 23, 2023.

The final draft of the policy was reviewed at their meeting on April 20, 2023 in which they unanimously recommended approval.

ISSUE SUMMARY:

The Village Board adopted the 2022 Budget with funding to support a Community Grant Program. The funds are carried within the General Fund and meant to serve various community efforts to be determined through the creation of this policy. This funding was again carried forward and approved in the 2023 Budget cycle as well. With the funds now established, the creation of a policy is meant to guide how the funds can be accessed and used.

Please find enclosed the draft proposed Chapter 13 as the Community Grant Program Policy.

The Finance Committee worked on this over the course of three meetings this year looking at comparable where applicable and talking about the impact of these funds in relation to the requirements created. Staff will develop an application in which groups that qualify can apply to. Staff will further verify the application and send to Committee for review and recommendation. The Village Board ultimately holds the final decision on the application and in the process consider the recommendation from Committee.

FINANCIAL/BUDGET IMPACT:

The 2022 Budget allocated \$12,500 for this purpose of which \$5,000 was committed last year to a request from the McFarland Community Festival. The remaining \$7,500 will be assigned for this purpose in fund balance and be joined with \$12,500 budgeted in 2023. Total availability of funds presently is \$20,000. Unspent funds from year to year will continue to be assigned within fund balance and tracked by the Village Auditor.

VILLAGE PLAN REFERENCE:

[Village Fiscal Policy Manual](#)

ORDINANCE REFERENCE:



None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Possible action:

Motion, second to approve the creation of Chapter 13 of the Fiscal Policy Manual as the Community Grant Policy.

ATTACHMENTS:

1. Chapter 13 - Community Grant Program 05042023 DRAFT mgs

CHAPTER 13 Community Grant Program

SECTION 13.01 Program Description

The Village of McFarland recognizes that support within the Community exists and develops in many different facets. In order to foster programs and ideas for the good of the Community, this Community Grant Program is created to catalyze projects that improve our local quality of life within the eligible activities.

SECTION 13.02 Purpose

The purpose of this policy is to provide uniform guidelines to:

- (a) Provide a framework for the fair and transparent disbursement of public funds in support of this program;
- (b) Ensure that all applicants to the program are treated fairly and equitably;
- (c) Minimize administrative oversight and encourage consistency in the application process; and
- (d) Provide Village Board and Staff with guidance on appropriate expenditures, record keeping, and reporting expenses related to this program.

SECTION 13.03 Eligibility

- (a) Community organizations that are an active group or organization that regularly meets within the Village of McFarland that is tax exempt pursuant to Section 501(c)(3) of the Internal Revenue Code or that provide charitable services, sponsorships, or donations within the Community without discrimination on the basis of sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military status, or any other legally protected status.

- (b) The following entities are not eligible to apply for the grant program:
 - (1) Individual Applicant.
 - (2) Organizations awarded more than one (1) application within the same year.
 - (3) K-12 education institutions (unless said institution has an incorporated, non-profit element that submits an application).
 - (4) Post-secondary educational institutions.
 - (5) Religious organizations seeking to use grant proceeds for religious purposes, whether directly or indirectly, as determined by the Village.

SECTION 13.04 Program Objectives

- (a) Enhances the vibrancy and livability of the Village.
- (b) Demonstrates creativity, innovation, and addresses Community needs.
- (c) Aligns with the goals and objectives of the Village to partner in improving the local quality of life.
- (d) Provides realistic vision on Community impact and outreach.
- (e) Aligns with diversity, equity, and inclusion initiatives of the Village.

SECTION 13.05 Fundable Requests

Funding requests with a strong and realistic plan for success as follows:

- (a) Enhancement of community/neighborhood engagement, special event development, and/or public education.
- (b) Youth mentoring and education.

- (c) New, small capital projects and/or equipment.
- (d) Promotion of health, wellness, food security, and natural care.
- (e) Advancement of sustainable ideas for the better of the local environment.
- (f) Adult education and workforce development.
- (g) Other funding may be considered if in the sole discretion of the Village it is determined the request enhances the quality of life within the Community.

SECTION 13.06 Non-Fundable Requests

The following requests may not be funded in accordance with this policy:

- (a) Annual and/or ongoing capital campaigns including support for debt service or endowment funds.
- (b) Building projects either new construction or remodeling.
- (c) Land acquisition.
- (d) Ongoing maintenance and operational support including personnel expenses.
- (e) Services otherwise supported through the health care system.
- (f) Lobbying.
- (g) Scholarships.
- (h) Sports and recreation events.

SECTION 13.07 Application Submittal

Each request to be submitted to the Village for consideration shall provide the following:

- (a) **Cover Letter.** Included within a separate heading summarizing the request.
- (b) **Application.** Included within Appendix A of this policy. The Application will bring together the relevant information outlining the request proposal the applicant is looking to see funded. This will include but not limited to identifying the organization, funding request, goals/objectives, experience, identifying key personnel, budget, timeline, references, and submittal requirements.
- (c) **Attachments.** Any other supplementary information needing to be attached to the application in order to support the funding request as filed. This area could also include letters of support for the funding request as provided.

SECTION 13.08 Application Evaluation

The following criteria will be applied to the review of applications for funding:

- (a) Request produces meaningful, reasonable, and sustainable outcomes.
- (b) Strengthens and enhances neighborhood/community assets.
- (c) Promotes self-sufficiency of individuals and/or organizations.
- (d) As part of the application evaluation process, the Village shall conduct a criminal background check on representatives responsible for the applicant organization. The following will be among the factors considered in determining whether or not the applicant will be eligible for a funding award based on the results of the background check:
 - (i) The nature and gravity of the offense(s).
 - (ii) The time that has passed since the conviction and/or completion of the sentence.
 - (iii) The nature of the position held by the individual and/or principal member.
 - (iv) Procedures and policies in place to ensure the appropriate handling and use of monies.

- (e) Encourages coordination/collaboration with other relevant Community partners.
- (f) Fosters innovation and entrepreneurship.
- (g) Experience of the organization and the individuals responsible for administering the funds.
- (h) Timeline and the realistic nature of implementation.
- (i) Aligned with Village Goals and Objectives through the annual Strategic Implementation Plan.
- (j) **Review Process.** Each application submitted shall be reviewed as follows:
 - (i) **Staff Review.** All applications shall be filed with the Administration Department to ensure completeness of the information provided. Completed applications will be forwarded to the Finance Committee for consideration at their next available meeting scheduled at the discretion of the Village.
 - (ii) **Committee Review.** The Finance Committee shall review all applications submitted following Staff determination of completeness. They will review and provide a recommendation as to whether it should be awarded to the Village Board to ensure applications are complete. This recommendation may include to award as requested, award with conditions/modifications, or to not award.
 - (iii) **Board Action.** The Village Board shall receive the recommendation from the Finance Committee and in its sole discretion take action on the request.

SECTION 13.09 Funding Awards

- (a) Grant applications may be requested subject to the availability of funds and within the discretion of the Village. Program funding through this grant may or may not be the sole financial supporter of projects, as applicants are expected to seek additional resources to accomplish project goals.

- (b) The grant program may provide payment upon award of funding.
- (c) All funding awards subject to the availability of funds as authorized within the Annual Budget by the Village Board for the Village of McFarland.

SECTION 13.10 Final Report

- (a) **Project Summary.** Included within Appendix B of this policy. A Project Summary will bring together the relevant information outlining how the funds were used within the proposal awarded. This will include but not limited to identifying the organization, providing the summary, detailing conclusions, outlining a final budget, and other relevant information needed as applicable.

* * *

Appendix A Application

Appendix B Final Report

Adopted: May 9, 2023

Revised: None

**VILLAGE OF
McFarland**
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director, Kong Thao, Associate Planner

AGENDA ITEM: Discussion and possible action to approve a Vacant Land Lease Agreement with the McFarland School District for the purpose of subleasing parcel 154/0710-354-8341-1, near 3451 Siggelkow Road, to Wisconsin Power & Light Company for a solar photovoltaic generating facility.

PREVIOUS ACTION:

On April 5, 2022, approximately 68 acres of farmland was listed for sale on the Village's east side. The entire listing consists of one 60 acre parcel and another 8 acre parcel (Property), both owned by the Joseph McFarland & McFarland Trust (Seller). These lands were annexed to the Village in 2017, are currently undeveloped farmland, zoned Exclusive Agriculture, and outside of the Village's urban service area boundary. The properties were listed for a price of \$55,000 per acre, or \$3,740,000 for the entire 68 acres. The 8-acre property sits directly adjacent to the existing Wisconsin Power & Light/Alliant electrical substation on the south side of Siggelkow Road. It is also nestled between the substation and the Hope Rod and Gun Club, with a driveway easement along the eastern property line serving the gun club. The eastern side of the parcel also contains the large ATC overhead transmission lines.

In April of 2022, Village Staff met with various representatives from Alliant to discuss the possibility of a solar installation on the 8-acre property. Given the proximity of the property to the substation, Alliant was interested in partnering with the Village to build a solar installation on the property. Alliant operates a Customer Hosted Renewables Program in which they will pay for the upfront costs to install solar infrastructure on municipal property and then provide an annual lease payment back to the municipality. Alliant also pays for the cost of maintaining the solar infrastructure. Municipalities have the option of receiving renewable energy credits to meet their renewable energy goals. On April 11, 2022, the Village Board unanimously approved issuing an offer to purchase parcel #154/0710-354-8341-1 with the intent of working with Alliant Energy to develop a small-scale solar installation on the property to offset the Village's municipal energy consumption through renewable resources.

On June 28, 2022, the Village Board approved Resolution 2022-18, a resolution ratifying and approving the purchase of property at or around 3454 Siggelkow Road (Parcel 0710-654-8341-1).

On January 6, 2023, the Village closed on the purchase of the 8-acre parcel that has been identified for the future installation of a small solar installation.

ISSUE SUMMARY:

Over the past year, staff from the Village, School District, and Alliant Energy have been



working collaboratively on a joint effort to build a small solar photovoltaic generating facility adjacent to the existing WPL electrical substation at 3451 Siggelkow Road under Alliant's Customer Hosted Renewable Program. Included in the packet is a Vacant Land Lease Agreement (primary lease) between the Village of McFarland (Lessor) and the McFarland School District (Lessee). In order to stay within the broader parameters of the Customer Hosted Renewable Program, the Village is not able to enter into a contract directly, or jointly with the School District, and Alliant. To qualify under the program, the Village will enter into an agreement with the School District to lease the property to the District. The District would in turn sublease the property to Alliant under the Customer Hosted Renewable Program. The sublease between the School District and Alliant is included as Exhibit 2 of the primary lease between the Village and School District. The McFarland School Board is scheduled to meet on May 15th to approve the Primary Lease and the Sublease.

Andy Ehlert (Alliant Resource Development Project Manager) will be attending the meeting to provide an overview of the solar project. The size of the solar installation is estimated to be approximately 1.4 MW depending on final design. The terms of the lease are 20 years plus three 5-year extensions. Lease payments and the renewable energy certificates (RECs) generated from the site would be distributed from Alliant to the School District, which in turn would distribute a portion of the lease payments and RECs to the Village. The lease payments would be used to recoup the cost of purchasing the land and the RECs will be retired by the Village to meet the Village Sustainability Plan renewable energy goals of achieving 50% of total municipal energy consumed per year generated from renewables by 2030 and 100% by 2040. At the end of the lease, Alliant would remove their site improvements and the land will continue to be owned by the Village for future uses to be determined.

RECs

The number of RECs for the facility is based on the actual amount of energy generated per month. Each megawatt hour creates one renewable energy credit. Based on the size and estimated performance of the facility, the site will generate more than enough RECs to offset the amount of non-renewable electric energy consumed by the Village. In 2022, Village operations consumed 1,142,313 kWh of energy, or 1,142 MWh. This represents approximately 52% of the estimated RECs to be generated from the site. Under the terms of the Sublease, Alliant will transfer the RECs to the School District via an account through MRETS. Under the terms of the Primary Lease, the School District will transfer 60% of the RECs to the Village. The Village will then retire the RECs in order to meet our renewable energy goals. The Primary Lease assumes additional future growth in non-renewable energy consumption by the Village from 2022 consumption levels. The additional capacity is estimated at 182,187 kWh. For comparison purposes, in 2022, the Municipal Center used 315,680 kWh and the Library used 193,400 kWh.

Lease Revenue

The lease compensation is based on a formula developed under the Customer Hosted Renewable Program which is further described in Exhibit E of the sublease. The Gross Annual Lease Amount is estimated to be \$71,568, or \$5,964 per month. The monetary value of the RECs is then deducted from the gross lease payment. The value of a REC is market driven and is set based on the market value the day prior to signing the lease. The current estimated value of



each REC is \$4/REC, for an annual total of \$8,830. This amount is deducted from the gross lease payment to arrive at an estimated net lease payment of \$62,738. Under the terms of the Primary Lease, MSD will provide VOM 53% of the monthly and annual net lease revenues.

This equates to approximately \$33,251 per year, or \$2,771 per month. The Village will incur \$2,200 in annual expenses for its MRET account for the transfer, retirement, and potential sale of excess RECs transferred from MSD. This results in an estimated annual net income of \$31,051.

Following approval of the lease documents by the District and Village, Alliant will move forward with detailed site planning and permitting for the project. Once that is completed, construction can begin.

FINANCIAL/BUDGET IMPACT:

The 2023 Capital Budget includes \$300,000 for the acquisition of the 8-acre property which was completed in January of this year. Net revenue from the lease payments is estimated to be \$31,051 per year. At this rate, the Village will be able to recoup its land acquisition costs in 10 years and the project is estimated to return \$1M in net income over the maximum 35-year term of the agreement.

VILLAGE PLAN REFERENCE:

2023 East Side Neighborhood Plan. The property is identified for future Civic/Institutional/Utilities within the future land use map, including the development of a community solar facility.

2022-2023 Strategic Implementation Plan. Goal B Public Infrastructure, Action ii: Complete property acquisition to allow for the development of solar array and Action vi: Continue planning with partners as applicable to develop solar array to offset municipal energy consumption.

2021 Sustainability Plan. Includes a near-term Energy Action to *"work with energy providers to develop a community-scale solar energy installation and/or develop a program for leasing municipal rooftops for solar."* The plan also includes the goal of achieving 50% of total municipal energy consumed per year generated from renewables by 2030 and 100% by 2040.

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion, second, to approve a Vacant Land Lease Agreement with the McFarland School District for the purpose of subleasing parcel 154/0710-354-8341-1, near 3451 Siggelkow Road, to Wisconsin Power & Light Company for a solar photovoltaic generating facility subject to any final lease adjustments recommended by the Village Attorney.

ATTACHMENTS:

1. Joint Solar Project Estimated Income and Expenses_05.03.2023
2. VOM-MSD Vacant Land Lease Draft_05.03.2023

Estimated MSD and VOM Income and Expenses for Solar Project

MSD Income

Gross Annual Solar Lease Payment from Alliant	\$71,568
Annual REC Deduction	-\$8,830
Net Annual Solar Lease Payment from Alliant	\$62,738
Revenue from Sale of Remaining RECs not Transferred to VOM	\$3,532
Total Income	\$66,270

MSD Expenses

Annual Revenue Sharing Payment to VOM	\$33,251
Annual M-RETS Subscription	\$2,200

Total Expenses	\$35,451
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Annual Net Income	\$30,819
20 Year Net Income	\$616,377
25 Year Net Income	\$770,472
30 Year Net Income	\$924,566
35 Year Net Income	\$1,078,660

Land Acquisition Cost	NA
Payback Years on Acquisition	NA
20 Year Net Profit	\$616,377

VOM Income

Annual Revenue Sharing Payment from MSI	\$33,251
Annual Value of RECs Transferred from MSI	\$5,298
Annual Land Lease Payment from MSD	\$0
Total Income	\$38,549

VOM Expenses

Annual M-RETS Subscription	\$2,200
Value of Retired RECs	\$5,298

Total Expenses	\$7,498
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Annual Net Income	\$31,051
20 Year Net Income	\$621,023
25 Year Net Income	\$776,279
30 Year Net Income	\$931,534
35 Year Net Income	\$1,086,790

Land Acquisition Cost	\$300,000
Payback Years on Acquisition	9.66
20 Year Net Profit	\$321,023

VACANT LAND LEASE AGREEMENT
Village of McFarland and McFarland School District

This Lease Agreement (“*Lease*” or “*Agreement*”), dated as of _____, 2023, (the “*Effective Date*”), is by and between the Village of McFarland, a Wisconsin municipal corporation, as Lessor (“*Lessor*”), and McFarland School District, a _____ common school district, as Lessee (“*Lessee*”). In this Lease, Lessor and Lessee are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*. ”

RECITALS

WHEREAS, Lessor is the owner of certain real property in the Village of McFarland (the “*Property*”) legally described in 1 hereto;

WHEREAS, Lessee desires to lease the Property from Lessor for the sole purpose of subleasing the same to Wisconsin Power & Light Company on substantially the terms contained in Exhibit 2 hereto for the construction and operation of, a solar photovoltaic generating facility (the “*Customer-Hosted Facility*”);

WHEREAS, the Parties have reached agreement on the terms and conditions to govern said lease, and intend to document such agreements by this instrument;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Lessee and Lessor agree as follows.

SECTION 1 -- DEFINITIONS

When used in this Lease, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Section 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

“*Access Easement*” means Lessee’s non-exclusive appurtenant rights for ingress, egress, and access to and from the Property pursuant to the Access Easement attached as Exhibit D to the Sublease (as defined below), over a portion of the adjacent property for purposes of providing Lessee with access to the Property.

“*Affiliate*” means with respect to any entity, such entity’s general partner or manager, or any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“*Applicable Legal Requirements*” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any

governmental authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation (i) the Lessee's leasehold, access and easement interests in and to the Property or any part thereof in connection with the Permitted Use, and (ii) the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Customer-Hosted Facility.

“Effective Date” means the date set forth in the introductory paragraph of this Lease.

“Environmental Laws” means all local, state or federal laws relating to health, safety, pollution, protection of the environment or Hazardous Materials, including, without limitation, the Resource Conservation and Recovery Act, as amended (“RCRA”), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; and all amendments, regulations, orders, decrees, permits, licenses, common law duties, legally binding guidelines and deed restrictions now or hereafter promulgated thereunder or made pursuant thereto.

“Force Majeure” means any acts, events, or occurrences that: (i) are not anticipated as of the execution date of this Lease; (ii) are not caused by the fault, negligence or willful misconduct of the affected Party; (iii) are beyond the reasonable control of the affected Party; and (iv) could not have been avoided or overcome by the exercise of due diligence of the affected Party. Force Majeure includes, specifically, but not exclusively, the following: earthquakes, tidal waves, floods, fire, hurricanes, blizzards, quarantine, blockade, governmental acts, war (declared or not), rebellion, terrorism (foreign and domestic), or regional or national strikes or labor disputes (including walk outs, work stoppages, or slowdowns).

“Hazardous Materials” means collectively, (i) any substance, material, waste, solid, liquid, gas, odor or form of energy, from whatever source, that is subject to or regulated by any current or future Environmental Law; (ii) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “pollutant,” “contaminant,” “solid waste,” or “hazardous waste” in any Environmental Law; (iii) mold, fungi or other similar substance, and (iv) more specifically, but not by way of limitation, (a) any substance now or in the future designated pursuant to Section 311(b)(2)(A) of the Clean Water Act, as amended, 33 U.S.C. 1321(b)(2)(A); (b) any toxic pollutant listed under Section 307(a) of the Clean Water Act, 33 U.S.C. 1317; (c) any “hazardous substance” or “pollutant or contaminant” as defined in Sections 101(14) and 101(33) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601(14) & 9601(33); (d) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9602; (e) petroleum, including crude oil or any fraction thereof; (f) any hazardous waste having the characteristics identified under or listed pursuant to

the Solid Waste Disposal Act, as amended, 42 U.S.C. 6921 et seq.; (g) any material defined as “hazardous waste” pursuant to 40 C.F.R. Part 260; (h) any hazardous air pollutant listed under Section 112 of the Clean Air Act, 42 U.S.C. 7412; (i) any imminently hazardous chemical substance or mixture for which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act, 15 U.S.C. 2606; (j) any substance, the presence of which causes or threatens to cause a nuisance on the Plant or Site or a nuisance or trespass to real estate in the vicinity of the Plant or Site; (k) underground storage tanks; (l) urea-formaldehyde foam insulation; (m) asbestos and asbestos containing materials (whether friable or non-friable); (n) atmospheric radon at indoor concentrations exceeding 4 picocuries per cubic liter; and (o) any and all other substances, materials and wastes which are characterized as “pollutants” or “contaminants” or as “toxic” or “hazardous” under Environmental Laws.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two (2) percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Lessee and reasonably acceptable to Lessor.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

“Lessee Senior Representative” shall mean Director of Business, McFarland School District..

“Lessor Senior Representative” shall mean Administrator, Village of McFarland.

“Parties” means Lessor and Lessee, and their respective successors and permitted assignees.

“Party” means Lessor or Lessee, and their respective successors and permitted assignees.

“Permits” means all state, federal, and local authorizations, certificates, permits, licenses and approvals required by any governmental authority for the construction, operation and maintenance of the facilities authorized under the Sublease.

“Permitted Use” means the use and occupation of the Property by Sublessee as authorized by the Sublease.

“Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trusts, unincorporated association, joint venture, or other business entity.

“RECs” means renewable resource credits (also referred to herein as renewable energy credit), which are defined in Wis. Stat. §196.378(3) and which are received by the Lessee as compensation under the Sublease.

“Release” or **“Released”** means or refers to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Material into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material or pollutant or contaminant), and includes a threatened Release.

“Remediation” or **“Remediate”** means or refers to any (i) investigation, monitoring, clean-up, containment, remediation, mitigation, restoration, enhancement, removal, disposal or treatment of any Release or other condition involving non-compliance with Environmental Laws to remediation standards required by Environmental Laws, including the preparation and implementation of any work plans and the obtaining of authorizations, approvals and permits from governmental authorities with respect thereto, and (ii) any response to, or preparation for, any inquiry, order, consent order, hearing or other proceeding by or before any Governmental Authority with respect to any such non-compliance or otherwise pursuant to any Environmental Law.

“Required Approvals” means the permits, licenses, or other approvals from any federal, state, or local Governmental Authority or other third parties, directly related to and required for the design, installation, construction, and operation of the Customer-Hosted Facility.

“Sublease” means the Sublease between Lessee and Wisconsin Power & Light Company attached hereto as Exhibit 2.

“Sublessee” means the Sublessee holding the rights in the Property pursuant to the Sublease.

“Termination Date” means the last day of the term of the Sublease, or the termination thereof.

SECTION 2 -- LEASE OF PROPERTY

2.1 **Property.** Lessor, for and in consideration of the rents, covenants, and agreements herein contained on the part of Lessee to be paid, kept, and performed, does hereby lease, rent, let, and demise unto Lessee, and Lessee does hereby take, accept, hire, and lease from Lessor, upon and subject to the conditions hereinafter expressed, the Property for the sole and exclusive purpose of subleasing the same and complying with all of the terms and conditions imposed upon Lessee as Lessor under the Sublease, along with the right to the use of the Access Easement as defined in Exhibit D to the Sublease. The Lessee's rights hereunder are subject to all present and future zoning laws, ordinances, resolutions and regulations of the Village of McFarland, and all present and future ordinances, laws, regulations, and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction, so long as they permit the use of the Property for the Permitted Use, and provided that Lessor shall not restrict or encumber Lessee's use of the Property for the Permitted Use after the Effective Date or otherwise mortgage Lessee's leasehold interests in the Property without first allowing Lessee at least fifteen (15) days prior to the execution of such mortgage to obtain a subordination,

nondisturbance and attornment agreement (“***SNDA***”) from Lessor’s lender in a form reasonably acceptable to Lessee; and

2.2 Ownership of Sublessee’s Improvements. Lessor shall have no ownership of, or other interest in, the improvements constructed by Sublessee as authorized by the Sublease, except as provided in Sec. 6(c) thereof, or in any personal property belonging to Sublessee under the terms of the Sublease.

2.3 Additional Use. Except with the prior express written consent of Lessor, Lessee shall not use or permit the use of the Property for any use other than the Permitted Use. Lessor shall not conduct or permit, whether by act or omission, any uses on the Property that conflict with or interfere with the Permitted Use.

2.4 Delivery of Possession. Lessor shall deliver possession of the Property to Lessee on or before the date established for occupancy by Sublessee as provided in the Sublease.

SECTION 3 -- TERM

3.1 Term. The “***Term***” shall begin on the Effective Date and terminate at such time as Lessee’s Sublease terminates in accordance with Sec. 3 of the Sublease.

3.2 Memorandum of Lease. If requested by Lessee, Lessor shall execute a Memorandum of Lease in a form reasonably agreeable to Lessor and Lessee for recording in the official records of Dane County, Wisconsin. Upon the expiration or earlier termination of this Lease, Lessee agrees to execute an instrument releasing all of its rights granted herein except those rights which expressly survive the termination of this Lease, to obtain a similar release instrument from Sublessee, and to deliver the same to Lessor within sixty (60) days after the Termination Date.

SECTION 4 -- RENT AND OTHER CONSIDERATION

Lessee agrees to pay Lessor the amounts determined under this section as consideration for the Lease, Access Easements, and Lessee’s other rights and interests in the Lessor’s Property.

4.1 RECs. The Lessee shall exercise its option under the Sublease to receive the maximum number of RECs to which it is entitled in lieu of cash rent under the Sublease. As partial consideration for this Lease, Lessee shall, within thirty (30) days of receipt of such RECs, transfer sixty percent (60%) thereof to Lessor.

4.2 Cash Rent. In addition to the compensation payable under Section 4.1, Lessee shall pay to Lessor, within thirty (30) days after receipt thereof from Sublessee, fifty three percent (53%) of the Monthly Rent as defined in the Sublease paid by Sublessee to Lessee pursuant to Exhibit E to the Sublease.

SECTION 5 -- INSURANCE

5.1 Insurance Requirements. Beginning on the Effective Date and throughout the Term, Lessee shall maintain the policies of insurance and coverages set forth on Exhibit C to the Sublease.

SECTION 6 -- SURRENDER ON TERMINATION

6.1 Surrender of the Property and Removal of the Improvements.

(a) Lessee shall enforce all of the provisions of Section 6 of the Sublease and surrender possession of the Property to Lessor at the time such possession is surrendered by its Sublessee. In the event its Sublessee shall fail to comply with the provisions of said Section 6, Lessee shall diligently enforce the provisions thereof.

SECTION 7 -- DUTY TO MAINTAIN

7.1 Lessee's Duty. Lessee shall diligently comply with and enforce against Sublessee, as applicable, the provisions of Sec. 7 of the Sublease requiring maintenance of the property. Lessee shall promptly provide copies of any notices sent or received by Lessee under said section to Lessor.

SECTION 8 -- SUBORDINATION; NONDISTURBANCE

8.1 Subordination and Nondisturbance.

(a) Except in accordance with and subject to the provisions of this Lease, including Section 8.1(b) below, after the Effective Date, neither Lessee nor Lessor shall create, or suffer to be created or to remain, and shall promptly discharge, any mechanic's, laborer's, or materialman's lien or any mortgage upon the Property, and Lessor will not suffer any other matter or thing whereby the estate, rights and interests of Lessee in the Property or any part thereof might be impaired. Lessee shall enforce a similar prohibition against its Sublessee.

(b) Notwithstanding the foregoing, the Parties acknowledge and agree that the Sublessee may grant a security interest in its rights to the extent permitted by the Sublease.

(c) Lessor agrees not to further restrict the Permitted Use or encumber the Property after the Effective Date or otherwise further mortgage the Property without first allowing Lessee or the Sublessee at least fifteen (15) days to obtain a SNDA from Lessor's lender.

8.2 Discharge. If any mechanic's, laborer's or materialman's lien, or any mortgage, shall at any time be filed against the Property by reason of Lessee's or Sublessee's failure to make a payment to any contractor or subcontractor of Lessee or Sublessee, Lessee, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right

or remedy, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Lessor, and costs and expenses reasonably incurred by Lessor in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessor's making of the payment of the cost and expenses, shall be paid by Lessee to Lessor within thirty (30) calendar days of Lessor's invoice therefor.

Similarly, if any such lien or mortgage shall at any time be filed against the Property by reason of Lessor's failure to make a payment to any contractor or subcontractor of Lessor, Lessor, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Lessor shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessee may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Lessee, and costs and expenses reasonably incurred by Lessee in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessee's making of the payment of the cost and expenses, shall be paid by Lessor to Lessee within thirty (30) calendar days of Lessee's invoice therefor.

SECTION 9 -- QUIET ENJOYMENT

9.1 Quiet Enjoyment. Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor warrants and agrees that, throughout the Term:

(a) Any uses of the Property by Lessor or any third party acting under the authority of Lessor shall not unreasonably interfere with the Permitted Use and shall not materially reduce the solar insolation available to the Customer-Hosted Facility that uses solar to generate electricity; and

(b) Lessee shall be entitled to peaceful and quiet enjoyment of the Property, subject to the terms of this Lease. Lessor agrees, in good faith, to make commercially reasonable efforts to protect Lessee from interference or disturbance by other lessees or third persons. Lessee covenants and agrees that it will not adversely affect the quiet enjoyment of other lessees in the Property.

SECTION 10 -- INDEMNIFICATION

10.1 To the maximum extent permitted by law, each Party (the "***Indemnifying Party***") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below) (each, an "***Indemnified Party***") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "***Claims***") suffered or incurred by such Indemnified Party, arising from:

(a) physical damage to the Indemnified Party's property to the extent caused by any act or omission of the Indemnifying Party or any Related Person;

(b) physical injuries or death to or of the Indemnified Party or a third-party, to the extent caused by any act or omission of the Indemnifying Party or any Related Person thereof;

(c) any Event of Default arising from breach of any covenant which remains uncured beyond applicable cure periods, and any failure to be true of any representation or warranty, made by the Indemnifying Party under this Agreement;

(d) the presence or release of Hazardous Materials in, under, on or about the Property, which are or were brought or permitted to be brought onto the Property by the Indemnifying Party or any Related Person thereof; or

(e) the violation of any Environmental Law by the Indemnifying Party or any Related Person thereof.

10.2 Notwithstanding the foregoing, in no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent of any Claim caused by, arising from, or contributed to, by the Gross Negligence (defined below) or willful misconduct of such Indemnified Party or any Related Person thereof.

10.3 No Consequential Damages. Notwithstanding anything in this Agreement to the contrary, in no event shall a Party be liable to the other Party for any indirect, consequential, incidental, or punitive damages, including, without limitation, lost revenues, profits, interest charges, cost of capital, or claims of its customers except to the extent specifically provided under this Agreement.

10.4 Related Persons. As used herein the term “Related Person” shall mean any Affiliates, contractors, lessees, and subtenants of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, contractors, subcontractors, licensees, invitees, guests, successors and/or assigns, but explicitly excluding the other Party and its Related Persons.

10.5 This indemnity shall survive expiration or earlier termination of this Agreement as provided Section 16.19.

SECTION 11 -- ASSIGNMENT

11.1 Assignment by Lessor. Neither party may assign its rights or obligations under this Lease without the written consent of the other party.

SECTION 12 -- TERMINATION, DEFAULT, AND REMEDIES

12.1 This Lease shall terminate upon the expiration or termination of the Sublease, except for those obligations which, by their terms, arise upon or survive the termination hereof.

12.3 Effect of Termination. Upon any termination of this Lease, Lessee shall assure the removal of all improvements from the Property, including any above-ground or below-ground cables, wires, junction boxes, or other equipment included as part of or used in conjunction with the Permitted Use and shall restore the Property and Access Easements to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty, all in accordance with the provisions of Section 6 of the Sublease.

12.4 Termination for Default. The following events shall be deemed to be events of default (each an “*Event of Default*” and collectively, the “*Events of Default*”):

(a) The failure to make any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for a period of thirty (30) days after written notice of such failure has been received by the defaulting Party. If the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy (not including claimed consequential, exemplary or punitive damages) in escrow with any reputable third party escrow agent or the court, which amount shall remain undistributed and shall not accrue interest penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the non-defaulting Party’s right to institute legal action for recovery of such amounts;

(b) Any act or omission of Lessor that materially impacts, affects, or impairs the ability of Sublessee to operate the Permitted Use, and if such failure continues for a period of thirty (30) days after written notice specifying such failure has been received by Lessor, or in the case of any such failure which cannot with due diligence and in good faith be cured within thirty (30) days;

(c) This Lease becomes subject to execution, attachment, or other process or Law; or

(d) A Party’s failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure to continues for a period of thirty (30) days after written notice specifying such failure has been received by the defaulting Party and the defaulting Party’s Mortgagee or Leasehold Mortgagee, as the case may be, or in the case of any such failure which cannot with due diligence and in good faith be cured within thirty (30) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

12.5 Remedies in the Event of Default. In an Event of Default, the non-defaulting Party shall be entitled to any or all of the following remedies:

(a) Terminate this Lease by written notice to (i) the defaulting Party and (ii) the defaulting Party’s Mortgagee or Leasehold Mortgagee, as applicable, and such termination shall be effective thirty (30) days after receipt of such notice.

(b) Cure the Event of Default at the defaulting Party's expense, and obtain reimbursement from the defaulting Party upon demand for the reasonable cost of curing the Event of Default, including, but not limited to, attorneys' fees and costs, together with the Interest Rate from the date of such expenditure until the same is repaid; and/or

(c) Exercise any and all remedies available to the non-defaulting Party at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Lease by injunction or other equitable relief.

12.6 Additional Damages. In addition to any other damages to which the non-defaulting Party is entitled under this Lease and applicable law, the non-defaulting Party shall be entitled to the following additional damages in an Event of Default by the defaulting Party:

(a) Damages Incurred by Lessor to Regain Possession Following the Termination Date. If Lessee fails to timely surrender the Property, Lessor shall be entitled to recover from Lessee the cost of regaining possession of the Property, including any reasonable attorneys' fees.

(b) Damages Incurred in the Event of Constructive Abandonment Following the Termination Date. In the event of a Constructive Abandonment following the Termination Date as provided under Section 6.1(c) of the Sublease, Lessee shall remove all improvements from the Property, other than improvements to the Access Easement. In the event Lessee shall fail to do so, Lessee shall reimburse Lessor for reasonable and documented costs of such removal and disposal, net of salvage value received by Lessor, if any, and restoration of the Property to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty. Lessee's liability for these damages shall survive expiration or earlier termination of this Lease.

12.7 Liability Upon Termination. Except as set forth in provisions surviving the termination of this Lease, as provided in Section 16.15, and except with respect to any amounts owed and due by Lessee or Lessor prior to or following the Termination Date, the Termination of this Lease shall relieve Lessor and Lessee of future liability and obligations under this Lease.

12.8 Force Majeure. If performance of the Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

SECTION 13 -- LESSEE REPRESENTATIONS, WARRANTIES, AND COVENANTS

13.1 Lessee Representations and Warranties. As of the date of this Lease, Lessee represents and warrants to Lessor as follows:

(a) Lessee is an organization, duly organized, validly existing, and in good standing under the laws of the State of Wisconsin and is qualified to transact business in the State of Wisconsin.

(b) Lessee has legal capacity to enter into and perform this Lease.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessee has authority to do so and to bind Lessee. When signed by the individuals designated in the signature blocks below, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

(d) To Lessee's knowledge, there is no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Lessee wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Lessee's ability to carry out its obligations under this Lease.

(e) Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property pursuant to the Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law or provide Lessor with title insurance insuring Lessor's interest in the Property against such lien claim.

(f) Hazardous Materials. Lessee shall not violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under any Environmental Law, on or under the Property. Lessee shall indemnify Lessor against any such violation resulting in the Release of Hazardous Materials onto the Property that is caused by Lessee or Lessee's agents or contractors and occurs after the Effective Date. Lessee shall promptly notify Lessor of any such violation. In no event, however, shall Lessee be required to clean up, remove or take other remedial action with regard to any contamination or damage to soil or ground water on or in the Property caused by any Hazardous Materials brought onto the Property by Lessor, or by Lessor's employees, agents, contractors, subcontractors, representatives or invitees. Lessee will not be responsible for any Hazardous Materials not introduced to the Property by Lessee or its employees, agents, contractors, subcontractors, representatives or invitees. Lessee is not responsible for any pre-existing environmental conditions at the Property.

**SECTION 14 --
LESSOR REPRESENTATIONS, WARRANTIES AND COVENANTS**

14.1 Lessor Representations and Warranties. As of the date of this Lease, Lessor represents, warrants, and covenants the following to Lessee:

(a) Lessor has received any necessary state, local, or municipal authorizations, if any, necessary to enter into this Lease.

(b) Lessor has the right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Lessor is authorized to do so. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessor has authority to do so and to bind Lessor. When signed by the individuals designated in the signature blocks below, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

14.2 Lessor Covenants. Lessor makes the following covenants to Lessee:

14.2.1 No Interference. Lessor's activities and any grant of rights Lessor makes to any person or entity shall not, currently or prospectively, materially interfere with the rights of Lessee, or Sublessee, granted hereunder.

14.2.2 Requirements of Governmental Agencies. Lessor shall assist and reasonably cooperate with Lessee, at no out-of-pocket expense to Lessor, in complying with or obtaining any governmental approvals for the use of the Property by Sublessee, including execution, if necessary, of applications for such approvals, and including participating in any appeals or regulatory proceedings respecting Sublessee's activities.

14.2.3 Hazardous Materials. Lessor shall not violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Property. Lessor shall indemnify Lessee against any such violation that is caused by any Lessor or any employee, contractor or agent of Lessor whether such violation existed before or after the Effective Date. Lessor shall promptly notify Lessee of any such violation. If Remediation is required due to Hazardous Materials in, on, or under the Property, not including the Access Easement, which was not directly caused by Lessee, so long as Lessee is not in default of the Lease, Lessee shall have the option to terminate this Lease in accordance with Section 12 as if an Event of Default occurred under Section 12.4(d).

14.2.4 Litigation. To the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened in writing or anticipated with respect to, or which could affect, the Property. If Lessor learns that any such litigation,

action, claim or proceeding is threatened in writing or has been instituted, Lessor shall promptly deliver notice thereof to Lessee.

SECTION 15 -- NO WAIVERS

15.1 No Implied Waivers – Remedies Cumulative. No covenant or agreement of this Lease shall be deemed to have been waived by Lessor or Lessee, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of Lessor or Lessee to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under this Lease to obtain consent or approval for any other act or matter. Lessor or Lessee may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either Lessor or Lessee from any other remedy it might have, either in law or in equity. The failure of Lessor or Lessee to insist upon the strict performance of any one of the covenants or agreements of this Lease or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Lessor or Lessee herein specified or any other right or remedy that Lessor or Lessee may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

15.2 Acceptance of Payment. Neither receipt nor acceptance by Lessor of any payment due herein, nor payment of same by Lessee, shall be deemed to be a waiver of any default under the covenants or agreements of this Lease, or of any right or defense that Lessor or Lessee may be entitled to exercise hereunder.

SECTION 16 -- MISCELLANEOUS

16.1 Successors and Assigns. This Lease shall run with the land and shall inure to the benefit of and be binding upon Lessor and Lessee and any permitted assignee and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

16.2 Notices. Any Notice pursuant to the terms and conditions of this Lease shall be in writing and deemed effective as follows: (a) if delivered personally, upon delivery; (b) if sent by certified mail, return receipt requested, upon certified receipt; (c) if sent by a recognized mail or courier service, with delivery receipt requested, upon receipt; (d) if sent by email, upon the opening by the recipient of the email and acknowledge by recipient as having been received or with a return receipt returned to the sender; or (e) if sent by facsimile transmission, when dispatched and acknowledged by recipient as having been received in full and in legible form. Notices shall be addressed to the following persons and address (or to such other persons or addresses as the respective Parties may add or substitute by written notice):

To Lessor: Village of McFarland
5915 Milwaukee Street
PO Box 110

Telephone: 608-838-3153 McFarland, WI 53558
Email: Matt.Schuenke@mcfarland.wi.us
Attention: Matt Schuenke, Village Administrator

With a copy to:

Attorney Allen D. Reuter
Reuter, Whitish & Evans, S.C.
44 E. Mifflin St., Suite 306
Madison, WI 53703
Telephone: 608.250.9053
Email: areuter@rwelaw.net

To Lessee: McFarland School District
Address: 5101 Farwell Street
McFarland, WI 53558
Telephone: 608.838.4520
Email: mahonej@mcfbsd.org
Attention: Jeff Mahoney, Director of Business

With a copy to:

Attorney Jenna E. Rousseau
Renning, Lewis & Lacy, s.c.
205 Doty Street, Suite 201
Green Bay, WI 54301
Telephone: 920.283.0708
Email: jrousseau@law-rl.com

16.3 Governing Law. This Lease and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived.

16.4 Dispute Resolution. Unless otherwise expressly provided for in this Lease, the dispute resolution procedures of this Section 16.4 shall be the exclusive mechanism to resolve disputes arising under this Lease. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Lease. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance, purported breach or termination (“*Dispute*”) shall first be submitted for resolution in accordance with the provisions of this Section 16 .6. Any Dispute shall first be referred to the Lessee Senior Representative and the Lessor Senior Representative for informal resolution. Any dispute that cannot be resolved between the Lessee Senior Representative and Lessor Senior Representative within ten (10) calendar days, or in the case of payment disputes five (5) calendar days, after receipt by each thereof of Notice of such Dispute shall be referred to the executive officers of the Parties designated by them as their

designated representatives for resolution. If the Parties, negotiating in good faith, fail to reach an agreement within a reasonable period of time, not exceeding ten (10) calendar days after such referral, then Lessee and Lessor may avail themselves to any process, including court action, to enforce any right or remedy available to them at law.

16.5 Condemnation. If eminent domain proceedings are commenced against all or any portion of the Property and the taking and proposed use of such property would prevent or adversely affect Sublessee's use of the Property, the Parties shall either amend this Lease to accommodate Sublessee's use or, at Lessee's option, this Lease shall terminate in which event neither party shall have any further obligations hereunder. All compensation awarded for any taking pursuant to the power of eminent domain, whether for the whole or a part of the Property, shall be Lessor's property, whether such damages shall be awarded as compensation for diminution in the value of leasehold or of the fee interest in the Property or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to all such compensation; provided, however, that Lessor shall not be entitled to any award made to Lessee for the taking of Sublessee's personal property or fixtures, or for Lessee's or Sublessee's relocation benefits.

16.6 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

16.7 Severability. If any article, section, phrase or portion of this Lease is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Lease will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Lease and the benefits to the Parties are not substantially impaired, and provided further, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

16.8 Entire Agreement. This Lease, together with its exhibits, contains the entire agreement between Lessee and Lessor with respect to the leasing of the Property, and supersedes all prior discussions, understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof. The Parties contemplate that they may enter into subsequent agreements relating to matters related to the allocation of RECs and other matters incidental to the Lease, but such agreements shall not alter the terms hereof unless expressly so provided in such subsequent agreement(s).

16.9 Headings and Captions. The headings and captions in this Lease are intended for reference only, do not form a part of this Lease, and will not be considered in construing this Lease.

16.10 Singular and Plural, Gender. If two or more persons, firms, corporations or other entities constitute either Lessee or Lessor, the word "Lessee" or the word "Lessor" shall be construed as if it reads "Lessees" or "Lessors" and the pronouns "it," "he," and "him" appearing

in this Lease shall be construed to be the singular or plural, masculine, feminine, or neuter gender as the context in which it is used shall require.

16.11 No Joint Venture. Each Party will perform all obligations under this Lease as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Lessee and Lessor hereunder are individual and neither collective nor joint in nature.

16.12 Expenses. Except as otherwise agreed to, each Party hereto shall pay all expenses incurred by it in connection with its entering into this Lease, including, without limitation, all attorneys' fees and expenses.

16.13 No Broker. Lessee and Lessor each represents and warrants to the other that it has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against Lessee or Lessor predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend the same.

16.14 Amendments; Binding Effect. This Lease may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Lease or their successor in interest. This Lease inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

16.15 Survival.

(a) The provisions of Sections 7.1 (Lessee's Duty), shall survive the expiration or termination of this Lease for a period of one hundred eighty (180) days.

(b) The provisions of Sections 6.1 (Surrender of the Property and Removal of all improvements), 6.2 (Title), 12.3 (Failure to Commence Repairs), and 15.7 (Liability Upon Termination) shall survive the expiration or termination of this Lease for a period of three hundred sixty-five (365) days.

(c) The provisions of Sections 11 (Indemnification), 12.5 (Remedies in the Event of Default), 12.6 (Additional Damages), and Section 16 (Miscellaneous), shall survive the expiration or termination of this Lease indefinitely.

16.16 No Third-Party Beneficiaries. This Lease is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Lease, nothing in this Lease shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Lease.

16.17 Further Assurances. From time to time and at any time at and after the execution of the Lease, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Lease that may be reasonably requested by the other for the purpose of effecting or confirming any

of the transactions contemplated by the Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

16.18 Good Faith. All rights, duties and obligations established by this Lease shall be exercised in good faith and in a commercially reasonable manner. In any instance when Lessor's consent or approval is required under this Lease, such consent shall not be unreasonably withheld.

16.19 Estoppel Certificate. Each Party hereto agrees that at any time during the term of this Lease, within ten (10) days after request by the other Party hereto, it will execute, acknowledge and deliver to such other Party or to any prospective purchaser, sublessee, assignee, Mortgagee, or Leasehold Mortgagee designated by such other Party, a certificate stating: (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which rent has been paid; (c) whether or not there is any known existing Event of Default by either Party in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing Event of Default by either Party hereto with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any known set-offs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the Party executing such certificate. Lessee's failure to execute the above instrument within ten (10) days after written request to do so by Lessor shall constitute an Event of Default.

16.20 Lessor's Access to Property. Lessor or any agent of Lessor shall have the right at any reasonable time and upon prior written notice to Lessee, (and Lessee shall have the right to have an agent of Lessee's present at the time of such entry and examination) to enter the Property for the purpose of examination or for any purpose which it or they may deem necessary for the protection of the rights of Lessor. Nothing herein contained shall be deemed to obligate the Lessor to make any inspection or examination of the Property or to maintain said Property.

[Signature Page Follows]

DRAFT -

IN WITNESS WHEREOF, Lessor and Lessee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

Village of McFarland

McFarland School District

By: _____
Carolyn A. Clow, Village President

By: _____

Name:

Attest:

Title:

Cassandra Suettinger
Deputy Administrator/Clerk-Treasurer

EXHIBIT 1
Legal Description of the Property

The land is described as follows:

The Land referred to herein below is situated in the County of Dane, State of Wisconsin, and is described as follows:

All that part of the East 1/2 of the Southeast 1/4 of Section Thirty-five (35), Township Seven (7) North, Range Ten (10) East, in the Village of McFarland, Dane County, Wisconsin lying East of an existing fence whose North end is 340.9 feet West of the East 1/4 corner of said Section 35 and whose South end is 327.9 feet West of the Southeast corner of said Section 35, reserving the North 33 feet for road purposes, EXCEPTING lands conveyed in the following:

1. Warranty Deed recorded January 31, 1962 in Volume 735 of Deeds, page 596 as Document No. 1041767.
2. Warranty Deed recorded September 17, 1969 in Volume 133 of Records, page 428 as Document No. 1250421.
3. Warranty Deed recorded February 3, 1970 in Volume 157 of Records, page 477 as Document No. 1258407.

APN: 154/0710-354-8341-1

DRAFT -

EXHIBIT 2
Sublease

**SITE LEASE AGREEMENT - GROUND MOUNTED SOLAR
WISCONSIN POWER AND LIGHT COMPANY
and McFarland School District**

This Site Lease Agreement (“**Lease**” or “**Agreement**”), dated as of [REDACTED], 2023, (the “**Effective Date**”), is by and between Wisconsin Power and Light Company, a Wisconsin corporation, as Lessee (“**Lessee**”), and McFarland School District, a [REDACTED] common school district, as Lessor (“**Lessor**”). In this Lease, Lessor and Lessee are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**. ”

RECITALS

WHEREAS, Lessee is a public utility engaged in providing electric service in Wisconsin pursuant to Wis. Stat. § 196.01(5)(a);

WHEREAS, Lessee desires to construct and operate, or contract with a third party for the construction and operation of, a solar photovoltaic generating facility (the “**Customer-Hosted Facility**”) for the purpose of meeting the energy and capacity needs of Lessee’s retail and wholesale customers;

WHEREAS, in accordance with the Tariff (defined below) Lessee intends to use the Renewable Energy Facility shown on Exhibit B in support of and as part of the Alliant Energy Customer-Hosted Renewables Program;

WHEREAS, Lessee proposes to sublease from Lessor certain property located in Dane County (the “**Property**”) as set forth on Exhibit A constituting the Lessee’s leasehold interest hereunder (the “**Premises**”), to facilitate the development and operation of the Customer-Hosted Facility shown on Exhibit B;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Lessee and Lessor agree as follows.

SECTION 1 -- DEFINITIONS

When used in this Lease, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Section 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

“**Access Easement**” means Lessee’s non-exclusive appurtenant rights for ingress, egress, and access to and from the Premises pursuant to the Access Easement attached hereto and made a part hereof as Exhibit D, over a portion of the Property for purposes of providing Lessee with access to the Customer-Hosted Facility.

“Accredited Capacity” means the accredited capacity, in MW(ac) as calculated using the Midcontinent Independent System Operator Business Practice Manual then in effect as of the Effective Date. Accredited Capacity shall be fixed for the Term of the Lease.

“Affiliate” means with respect to any entity, such entity’s general partner or manager, or any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“Alteration” has the meaning set forth in Section 8.6.

“Applicable Legal Requirements” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation (i) the Lessee’s leasehold, access and easement interests in and to the Premises or any part thereof in connection with the Permitted Use, and (ii) the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Customer-Hosted Facility.

“Claims” has the meaning in Section 11.1.

“Commercial Operations” means the date on which (1) the Committed Nameplate Capacity of the Customer-Hosted Facility is installed and the Customer-Hosted Facility can and does produce energy associated with such Committed Nameplate Capacity; and (2) all Permits and Required Approvals necessary to authorize that production and delivery of Delivered Energy have been obtained; and (3) Lessee has given Lessor prior written notice that the foregoing requirements with the respect to the Customer-Hosted Facility have been met.

“Commercial Operation Date” means the date (1) set forth in a written notice from Lessee to Lessor no later than ten (10) days prior to such date and (2) on which all other conditions to Commercial Operation as set forth in this Lease have been met.

“Committed Nameplate Capacity” means the total maximum designed power output Capacity of the Customer-Hosted Facility.

“Concealed Conditions” means subsurface or otherwise concealed physical conditions at the Premises or those conditions ordinarily expected to exist at a site like the Property and generally recognized as inherent in construction activities of the type and character as the work to be performed by Lessee under this Lease, and that Lessee could not have otherwise discovered through the exercise of reasonable diligence in advance of commencing its performance of its obligations at the Premises.

“Confidential Information” means all oral and written information exchanged between the Parties with either or both Parties which contain proprietary business or confidential information of a Party and is designated as “confidential” by such Party. The following exceptions,

however, do not constitute Confidential Information for purposes of this Lease: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Lease; (b) information that was already known by either Party on a non-confidential basis prior to this Lease; (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; and (e) any record produced in response to a public record request under the Wisconsin Public Records Law .

“CONE” means Cost of New Entry, which is defined in MISO to mean an estimate of capacity revenue needed by a new generator in its first year of operation to make it economically viable to build a power plant in MISO.

“Constructive Abandonment” has the meaning set forth in Section 6.1(c).

“Customer-Hosted Facility” means the solar power electrical generation facility and related structures, foundations, fixtures, facilities, equipment, energy storage facilities, gates, fences, barriers, landscaping, security systems, access roads within the Premises, and signage, and any other items or appurtenances that are used or useful in connection with the generation, production, interconnection, transmission, distribution and sale of solar energy to be constructed, owned, operated and maintained by Lessee, with specifications for an aggregate nameplate capacity of approximately [REDACTED] kW(ac), together with all appurtenant facilities and any transformers and interconnection facilities comprising underground cables and any necessary junction boxes or other equipment required to interconnect the facility to the local electric distribution system, and any and all Alterations, additions, replacements or modifications thereto, all to be located on the Premises as further set forth in Exhibit B.

“Effective Date” means the date set forth in the introductory paragraph of this Lease.

“Energy” means the amount of electricity either used or generated by the Customer-Hosted Facility over a period of time, as expressed in units of kWh or MWh.

“Environmental Attributes” means any environmental offsets or allowances, renewable product or investment tax credits, value, or credits of any kind or nature earned or attributable to (A) the Customer-Hosted Facility and (B) the electric energy generated by the Customer-Hosted Facility, including, without limitation, those resulting from or associated with the Federal Clean Air Act, renewable energy credits, or any other federal or state acts, laws, regulations, or ordinances that provide offsets, allowances, or credits related to energy or emissions created through the generation of energy from the Customer-Hosted Facility.

“Environmental Laws” means all local, state or federal laws relating to health, safety, pollution, protection of the environment or Hazardous Materials, including, without limitation, the Resource Conservation and Recovery Act, as amended (“RCRA”), 42 U.S.C. §6901 et seq.; the

Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; and all amendments, regulations, orders, decrees, permits, licenses, common law duties, legally binding guidelines and deed restrictions now or hereafter promulgated thereunder or made pursuant thereto.

“Event of Default” has the meaning set forth in Section 15.4.

“Firm Demand” means that portion of the demand that Lessee, as an electricity provider, is obligated to provide to Lessor, except when system reliability is threatened or during emergency conditions.

“Force Majeure” means any acts, events, or occurrences that: (i) are not anticipated as of the execution date of this Lease; (ii) are not caused by the fault, negligence or willful misconduct of the affected Party; (iii) are beyond the reasonable control of the affected Party; and (iv) could not have been avoided or overcome by the exercise of due diligence of the affected Party. Force Majeure includes, specifically, but not exclusively, the following: earthquakes, tidal waves, floods, fire, hurricanes, blizzards, quarantine, blockade, governmental acts, war (declared or not), rebellion, terrorism (foreign and domestic), or regional or national strikes or labor disputes (including walk outs, work stoppages, or slowdowns).

“Governmental Authority” means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Gross Negligence” has the meaning in Section 11.3.

“Hazardous Materials” means collectively, (i) any substance, material, waste, solid, liquid, gas, odor or form of energy, from whatever source, that is subject to or regulated by any current or future Environmental Law; (ii) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “pollutant,” “contaminant,” “solid waste,” or “hazardous waste” in any Environmental Law; (iii) mold, fungi or other similar substance, and (iv) more specifically, but not by way of limitation, (a) any substance now or in the future designated pursuant to Section 311(b)(2)(A) of the Clean Water Act, as amended, 33 U.S.C. 1321(b)(2)(A); (b) any toxic pollutant listed under Section 307(a) of the Clean Water Act, 33 U.S.C. 1317; (c) any “hazardous substance” or “pollutant or contaminant” as defined in Sections 101(14) and 101(33) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601(14) & 9601(33); (d) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9602; (e) petroleum, including crude oil or any fraction

thereof; (f) any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, as amended, 42 U.S.C. 6921 et seq.; (g) any material defined as “hazardous waste” pursuant to 40 C.F.R. Part 260; (h) any hazardous air pollutant listed under Section 112 of the Clean Air Act, 42 U.S.C. 7412; (i) any imminently hazardous chemical substance or mixture for which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act, 15 U.S.C. 2606; (j) any substance, the presence of which causes or threatens to cause a nuisance on the Plant or Site or a nuisance or trespass to real estate in the vicinity of the Plant or Site; (k) underground storage tanks; (l) urea-formaldehyde foam insulation; (m) asbestos and asbestos containing materials (whether friable or non-friable); (n) atmospheric radon at indoor concentrations exceeding 4 picocuries per cubic liter; and (o) any and all other substances, materials and wastes which are characterized as “pollutants” or “contaminants” or as “toxic” or “hazardous” under Environmental Laws.

“Indemnified Party” has the meaning in Section 11.1.

“Indemnifying Party” has the meaning in Section 11.1.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two (2) percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Lessee and reasonably acceptable to Lessor.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

“kW” means kilowatt.

“kWh” means kilowatt hour.

“Lease” has the meaning set forth in the introductory paragraph of this Lease.

“Leasehold Mortgage” has the meaning set forth in Section 14.4.

“Lessee” has the meaning set forth in the introductory paragraph of this Lease.

“Lessee Senior Representative” shall mean Leasing Coordinator, Wisconsin Power and Light Company.

“Lessor” has the meaning set forth in the introductory paragraph of this Lease.

“Lessor Senior Representative” shall mean Director of Business, McFarland School District.

“Liens” has the meaning set forth in Section 18.2(c).

“**MW**” means Megawatt.

“**MWh**” means Megawatt hour.

“**MISO**” means Midcontinent Independent System Operator.

“**Monthly Rent**” shall mean the rent payable to Lessor for use of the Premises in connection with the operation of the Customer-Hosted Facility, and as further described in Exhibit E.

“**Mortgagee**” shall have the meaning in set forth in Section 14.2(b).

“**Notice of Construction**” has the meaning set forth in Section 2.5.

“**Parties**” means Lessor and Lessee, and their respective successors and permitted assignees.

“**Party**” means Lessor or Lessee, and their respective successors and permitted assignees.

“**Permits**” means all state, federal, and local authorizations, certificates, permits, licenses and approvals required by any Governmental Authority for the construction, operation and maintenance of the Customer-Hosted Facility.

“**Permitted Improvements**” means the Customer-Hosted Facility that will be used to conduct the Permitted Use, together with accessory uses thereto, including, but not limited to, one or more solar energy generating and conversion systems and related structures, foundations, fixtures, facilities and equipment, energy storage facilities, access roads (including the Access Easement), electric interconnection facilities, comprising underground cables and any necessary junction boxes or other equipment needed to connect the Customer-Hosted Facility to the local electric distribution system, as further set forth in Exhibit B hereto, any gates, fences, barriers, landscaping, security systems, and signage, and any other items or appurtenances that are used or useful in connection with the generation, production, interconnection, transmission, distribution and sale of solar energy.

“**Permitted Use**” means the use and occupation of the Premises solely and exclusively for the design, construction, operation, maintenance, repair and removal of the Permitted Improvements, which are designed and intended for the purpose of generating renewable energy for sale within MISO, and any incidental uses thereto.

“**Person**” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trusts, unincorporated association, joint venture, or other business entity.

“**Premises**” has the meaning set forth in Exhibit A, as applicable, as such Exhibit A may be amended in accordance with the provisions of this Lease.

“Prudent Solar Industry Practice” means those practices generally recognized by the solar and battery storage industries, including Lessee, in the United States as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those reasonably experienced in the industry in light of the facts known at the time a decision is made, would be expected to accomplish the result intended at a reasonable cost, consistent with reliability, safety, site security, expedition, project economics and Applicable Legal Requirements. Prudent Solar Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.

“RECs” means renewable resource credits (also referred to herein as renewable energy credits), which are defined in Wis. Stat. § 196.378(3), and, for purposes of this Lease only, include those renewable energy credits generated by the Customer-Hosted Facility.

“Release” or **“Released”** means or refers to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Material into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material or pollutant or contaminant), and includes a threatened Release.

“Remediation” or **“Remediate”** means or refers to any (i) investigation, monitoring, clean-up, containment, remediation, mitigation, restoration, enhancement, removal, disposal or treatment of any Release or other condition involving non-compliance with Environmental Laws to remediation standards required by Environmental Laws, including the preparation and implementation of any work plans and the obtaining of authorizations, approvals and permits from governmental authorities with respect thereto, and (ii) any response to, or preparation for, any inquiry, order, consent order, hearing or other proceeding by or before any Governmental Authority with respect to any such non-compliance or otherwise pursuant to any Environmental Law.

“Required Approvals” means the permits, licenses, or other approvals from any federal, state, or local Governmental Authority or other third parties, directly related to and required for the design, installation, construction, and operation of the Customer-Hosted Facility.

“Tariff” means, as applicable, the Wisconsin Power and Light Company Customer-Hosted Renewables Pilot, Volume III, Original, Sheet No. 9.70, Amendment 536, Schedule CHR-1.

“Term” has the meaning set forth in Section 3.1.

“Termination Date” means the earlier to occur of (i) the last day of the Term or any Renewal Term, (ii) the date of termination of this Lease pursuant to Section 15.

“Work” has the meaning set forth in Section 12.1.

SECTION 2 -- LEASE OF PREMISES

2.1 Premises. Lessor, for and in consideration of the rents, covenants, and agreements herein contained on the part of Lessee to be paid, kept, and performed, does hereby lease, rent, let, and demise unto Lessee, and Lessee does hereby take, accept, hire, and lease from Lessor, upon and subject to the conditions hereinafter expressed, the Premises (as further described in Exhibit A, as such Exhibit A may be amended in accordance with the provisions of this Lease) for the sole and exclusive purpose of conducting the Permitted Use and designing, constructing, operating, maintaining, repairing, and expanding the Permitted Improvements. Appurtenant to Lessee's rights to the Premises is the non-exclusive right, subject to the terms set forth herein, to use of the Access Easement on Exhibit D for its respective specified purpose. The Premises, which shall include the Lessee's appurtenant rights to the Access Easement, shown on Exhibit B, respectively, are demised subject to the following:

(a) Lessee shall have the right to obtain a title opinion for a leasehold title policy from a title company of its choice. If, in the reasonable opinion of Lessee, such title opinion shows any defects of title or any liens or encumbrances which materially and adversely affect Lessee's use of the Premises, Lessee shall have the right, in Lessee's sole discretion, to (i) request that Lessor use commercially reasonable efforts to cure such defect in title within a reasonable period of time, provided, Lessor has the right to decline to cure such defect in its sole discretion, or (ii) terminate this Lease upon thirty (30) days written notice to Lessor. Lessor agrees to reasonably cooperate with Lessee, at no cost to Lessor, to enable Lessee to obtain a title guarantee, certificate, or a standard policy of title insurance insuring the Lease granted hereunder (including such endorsements as Lessee shall reasonably request);

(b) covenants, restrictions, easements, agreements, and reservations, as set forth in Exhibits A, B, and D, as such Exhibits A, B, and D may be amended in accordance with the provisions of this Lease;

(c) present and future zoning laws, ordinances, resolutions and regulations of the municipality in which the Premises lies, and all present and future ordinances, laws, regulations, and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction, so long as they permit the use of the Premises for the Permitted Use, provided that Lessor shall not restrict or encumber Lessee's use of the Premises for the Permitted Use after the Effective Date or otherwise mortgage Lessee's leasehold interests in the Property without first allowing Lessee at least fifteen (15) days prior to the execution of such mortgage to obtain a subordination, nondisturbance and attornment agreement ("**SNDA**") from Lessor's lender in a form reasonably acceptable to Lessee; and

(d) the condition and state of repair of the Premises as the same may be on the Effective Date.

Exhibit B, attached to this Lease, as of the Effective Date includes the Lessee's initial approximation of the Permitted Improvements, and Exhibit B may be amended by Lessee from time to time, with prior written approval by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed.

2.2 Net Lease. Except as provided in this Lease, Lessor shall not be required to make any expenditure, incur any obligation, or incur any liability in connection with this Lease or the ownership, construction, operation, maintenance, removal, replacement, or repair of the Permitted Improvements throughout the Term. Lessee hereby accepts the condition of the Premises as it may affect Lessee's construction, operation, repair, demolition, maintenance, and management of the Permitted Improvements, except as otherwise provided in this Lease. The Parties agree that Lessee shall not be liable for any conditions on the Premises (a) arising from or related to acts or omissions occurring prior to the Effective Date; or (b) occurring after the Effective Date that arise from or are related to Lessor's or Lessor's employees', contractors, or agent's negligence or willful misconduct.

2.3 Ownership of the Permitted Improvements. Lessor shall have no ownership of, or other interest in, Lessee's equipment, machinery, appurtenances within the Premises, or the Permitted Improvements. Lessor shall have no ownership or, or other interest in, the Customer-Hosted Facility or any related appurtenances and apparatus or the Environmental Attributes. Provided, however, Lessor may, at its sole discretion, and no later than the Effective Date, elect to receive any RECs, subject to Exhibit E Section 4(1).

2.4 Additional Use. Except with the prior express written consent of Lessor, Lessee shall not use the Premises for any use other than the Permitted Use. Lessor shall not conduct or permit, whether by act or omission, any uses on the Premises that conflict with or interfere with the Permitted Use.

2.5 Notice of Construction; Delivery of Possession. At any time after the Effective Date and before Lessee causes the commencement of construction of the Permitted Improvements on the Premises, which period shall not be more than seven hundred thirty (730) days after the Effective Date, Lessee shall deliver to Lessor a written notice (the "**Notice of Construction**"), stating the approximate date, which shall be not less than sixty (60) days after the date of the Notice of Construction, on which Lessee intends to begin construction at the Premises with respect to the Permitted Improvements. Lessor shall deliver possession of the Premises needed for the Customer-Hosted Facility to Lessee at least thirty (30) days prior to the date of commencement of construction of the Customer-Hosted Facility as stated in the Notice of Construction.

2.6 Not used.

2.7 Access to Premises Before Notice of Construction. During the period after the Effective Date and before delivery of the Notice of Construction under Section 2.5, as requested by Lessee after Lessee's having provided reasonable advance notice to Lessor, Lessor shall provide Lessee with reasonable access to the Premises for purposes of evaluating the condition of the Premises and in connection with designing and engineering the Permitted Improvements.

SECTION 3 -- TERM

3.1 Term. The “**Term**” shall begin on the Effective Date and end at noon central time on the twentieth (20th) anniversary of the Effective Date.

3.2 Extended Term. This Lease will automatically renew for up to three (3) additional five (5) year terms after the initial Term (each a “**Renewal Term**”) without action or notice by Lessee, unless Lessee gives Lessor written Notice of its intention not to renew this Lease for the upcoming Renewal Term (“**Non-Renewal Notice**”). Non-Renewal Notices shall be delivered to Lessor no later than one hundred eighty (180) days prior to the expiration of the Term, or the then current Renewal Term, as the case may be, with the final day of the Term or last Renewal Term being the “**Termination Date**”.

3.3 Memorandum of Lease. Promptly after the Effective Date and before delivery of the Notice of Construction under Section 2.5, the Parties shall execute a Memorandum of Lease in a form reasonably agreeable to both parties, and Lessee shall promptly thereafter record said Memorandum in the official records of Dane County, Wisconsin. Upon the expiration or earlier termination of this Lease, Lessee agrees to execute an instrument releasing all of its rights granted herein except those rights which expressly survive the termination of this Lease, and to deliver the same to Lessor within sixty (60) days after the Termination Date.

SECTION 4 -- RENT AND OTHER CONSIDERATION

Lessee agrees to pay Lessor the amounts set forth in Exhibit E as consideration for the Lease, Access Easements, and Lessee’s other rights and interests in the Lessor’s Property.

SECTION 5 -- INSURANCE

5.1 Insurance Requirements. Beginning on the Effective Date and throughout the Term, each Party shall maintain the policies and coverages set forth on Exhibit C. Lessee may satisfy the foregoing insurance requirements, in whole or in part, through the provision of self-insurance by Lessee in the amounts identified in Exhibit C and pursuant to terms and conditions consistent with prudent utility practices and consistent with the manner in which Lessee insures other similar properties and risks.

5.2 Intentionally deleted.

SECTION 6 -- SURRENDER ON TERMINATION

6.1 Surrender of the Premises and Removal of the Permitted Improvements.

(a) On the Termination Date, Lessee shall peaceably and quietly leave, surrender and yield up unto Lessor the Premises.

(b) Notwithstanding the foregoing, Lessee shall be required, at Lessee’s sole expense, as soon as reasonably practicable and no later than two hundred seventy (270) days after the Termination Date of this Lease, during which time Lessee shall continue to

pay the Monthly Rent and Taxes, to decommission the Permitted Improvements after the Termination Date, remove the Permitted Improvements, except the Access Easement, whether above-ground or below-ground, from the Premises and appurtenant areas, and restore and reclaim the Premises and appurtenant areas after the Termination Date to approximately their original condition existing on the Effective Date, normal wear and tear and casualty excepted.

(c) Any property, improvements, or Permitted Improvements after the Termination Date left on the Premises after the passage of two hundred seventy (270) days following the Termination Date, or such longer period as granted by Lessor in its sole discretion, may, at the option of Lessor, be deemed abandoned (a “***Constructive Abandonment***”) and thereafter shall become the personal property of Lessor; *provided*, the forgoing shall not apply to any property, improvements or Permitted Improvements of Lessee that are not timely removed if the failure to remove is caused by an event of *Force Majeure* or the negligent acts or omissions of Lessor (in which in either case the time period for removal shall be extended on a day-to-day basis).

6.2 Title. Subject to Section 6.1(c), above, ownership and title to the Permitted Improvements, except the Access Easement, shall solely and exclusively be in the Lessee.

SECTION 7 -- DUTY TO MAINTAIN

7.1 Lessee’s Duty. Subject to Section 12, commencing upon and continuing after the date of the Notice of Construction for the Customer-Hosted Facility, Lessee, shall keep the Permitted Improvements in reasonably good condition, reasonable wear and tear excepted, and perform its obligations with respect to the Premises, conduct all necessary maintenance and repairs to the Permitted Improvements and shall maintain and keep the Permitted Improvements in accordance with Prudent Solar Energy Industry Practice and Applicable Legal Requirements.

7.2 Lessor’s Duty. During the Lease Term, Lessor shall maintain the Property more particularly described on Exhibit A and the Premises, but excluding the Permitted Improvements, in good and usable condition. Excluding the Permitted Improvements, Lessor shall be responsible for all maintenance and repairs to the Property, including maintenance and repairs related to flood, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; and war, sabotage, vandalism, civil strife or other violence, related to the Property at Lessor’s sole cost and expense.

7.3 Damage. Lessor shall immediately notify Lessee in the event Lessor or Lessor’s employees or contractors damage any portion of the Customer-Hosted Facility through active negligence or intentional wrongful conduct. Lessor or Lessor’s insurers shall be responsible for all reasonable related costs of repair, to be performed by Lessee or an approved Affiliate or subcontractor, but only to the extent caused by the sole negligence or intentional wrongful conduct of Lessor or Lessor’s employees or contractors.

7.4 Public Safety. Lessor shall, as promptly as it becomes aware thereof, notify Lessee of the occurrence of any event or the existence of any condition or circumstance that poses an

imminent threat or hazard to public health or safety (an “**Emergency**”) at the Premises. Lessee shall be entitled to respond to any such Emergency as promptly as reasonably possible and take all measures necessary to address the condition that gave rise to the Emergency. Lessor shall not be required to incur any cost or expense attributable to the Permitted Improvements in the event of such Emergency, except to the extent such emergency is caused by Lessor’s negligence or willful misconduct.

7.5 Construction, Maintenance, and Monitoring of the Customer-Hosted Facility.

(a) Lessee, at its sole cost and expense, and in accordance with Prudent Solar Industry Practice and Applicable Legal Requirements, shall at all times:

(i) have responsibility for the costs and performance of construction of the Permitted Improvements and procuring and maintaining or causing the procurement or maintenance of insurance on the Permitted Improvements;

(ii) have responsibility for the costs and performance of all repairs, replacements, maintenance, Remediation, compliance with permits, and compliance with Applicable Legal Requirements;

(iii) bear the risk of loss in case of a theft, damage, casualty, condemnation or confiscation of the Permitted Improvements except in the case of Lessor’s negligence or willful misconduct; and

(iv) be responsible, in accordance with Section 6, for removing the Permitted Improvements from the Premises upon the termination of this Lease.

(b) Unless caused by Lessor’s or its agent’s or contractor’s negligence or willful misconduct, Lessor shall have no obligation to perform or pay for any of the Lessee obligations set forth in Section 7.5(a) above, and Lessee or Lessee’s agent(s), as applicable, shall be solely responsible for the performance of all such obligations.

7.6 Vegetation; Structures. Lessor agrees that it shall not permit on the Premises or on any adjacent property owned by Lessor or its Affiliates any new structure, vegetation, activity, or land use to penetrate the airspace in any manner that would cast a shadow on the Customer-Hosted Facility.

7.7 Security; Safety. Lessee shall be solely responsible for the security of the Premises and shall be entitled to install or implement any other necessary security measures consistent with prudent industry practices.

**SECTION 8 --
CONSTRUCTION AND OPERATION OF PERMITTED IMPROVEMENTS**

8.1 General Description. Except as otherwise specified herein, the Permitted Improvements shall consist of the improvements described on Exhibit B, which is each attached hereto and which, as of the Effective Date, includes a preliminary description of the specifications of the major components of the Permitted Improvements to be constructed by the Lessee.

8.2 Governmental Approval.

(a) Except as otherwise specified herein, Lessee will obtain at its sole cost all Permits required for Lessee's use of the Premises, the Permitted Use, and the Permitted Improvements from any and all Governmental Authorities having jurisdiction in the matter.

(b) At Lessee's request and sole expense, Lessor shall reasonably cooperate with Lessee so that Lessee can meet its obligations under this Lease. At Lessee's request and sole expense, Lessor agrees to take all commercially reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits and approvals necessary for the Permitted Improvements.

8.3 Development Commences Promptly. Lessee shall promptly and diligently prosecute to completion (subject only to an event of *Force Majeure*) all actions to: (a) commence the necessary activities for the permitting, designing and engineering of the Permitted Improvements following the Effective Date; and (b) commence the necessary activities for the construction of the Permitted Improvements following the date of its Notice of Construction.

8.4 Completion Requirements. Lessee will arrange for the construction of the Permitted Improvements in a good and workmanlike manner in accordance with Prudent Solar Industry Practice and all Applicable Legal Requirements.

8.5 Access to and Use of the Premises. Upon the Effective Date and throughout the Term, and during construction and operation of the Permitted Improvements, including, but not limited to, all related pre-construction activities, Lessee and its contractors or agents shall have unrestricted access, including ingress and egress rights, to the Premises at all times, provided, Lessee acknowledges that prior to and after delivery of the Notice of Construction Lessee's access to the Premises shall be non-exclusive. Lessee shall maintain all roads, parking lots, driveways, easements, and walkways that are now and may be located in and around the Premises necessary for proper ingress and egress to and from, and use of, the Premises. If it becomes necessary to relocate any access, Lessee shall consult with Lessor and seek Lessor's approval, which such approval shall not be unreasonably withheld. Lessee shall also obtain any and all necessary approvals from any and all Governmental Authorities.

8.6 Alterations. Lessee shall have the right from time to time both before and after the completion of the Permitted Improvements and at Lessee's sole cost and expense to make, or cause to be made, additions, alterations and changes, other than structural changes or repair or

replacement of parts at the Permitted Improvements, to the Premises as is reasonably required to conduct the Permitted Use in compliance with the provisions of this Lease ("***Alteration***").

8.7 Signs. Lessee shall be permitted to place signs on the Property, provided, any such signs shall be subject to the approval of Lessor (such approval not to be unreasonably withheld, conditioned or delayed) and shall be consistent with size, height, area, lighting, setback or other restrictions under Applicable Legal Requirements. Lessee shall also obtain any and all necessary approvals from any and all Governmental Authorities.

SECTION 9 -- SUBORDINATION; NONDISTURBANCE

9.1 Subordination and Nondisturbance.

(a) Except in accordance with and subject to the provisions of this Lease, including Section 9.1(b) below, after the Effective Date, neither Lessee nor Lessor shall create, or suffer to be created or to remain, and shall promptly discharge, any mechanic's, laborer's, or materialman's lien or any mortgage upon the Premises, and Lessor will not suffer any other matter or thing whereby the estate, rights and interests of Lessee in the Premises or any part thereof might be impaired.

(b) Notwithstanding the foregoing, the Parties acknowledge and agree that Lessee may grant a security interest in its rights under its Lease and in and to the Customer-Hosted Facility. In addition, Lessor, on or before the date on which Lessee's first payment of Monthly Rent is due (unless earlier requested by Lessee), shall use commercially reasonable efforts to deliver to Lessee a SNDA from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Premise in form and substance reasonably acceptable to Lessee which SNDA provides, among other things, that Lessee will be granted quiet enjoyment of the Premises in accordance with the terms of this Lease.

(c) Lessor agrees not to further restrict the Permitted Use or encumber the Premises after the Effective Date or otherwise further mortgage the Property without first allowing Lessee at least fifteen (15) days to obtain a SNDA from Lessor's lender.

9.2 Discharge. If any mechanic's, laborer's or materialman's lien, or any mortgage, shall at any time be filed against the Premises by reason of Lessee's or, as applicable, Lessor's failure to make a payment to any contractor or subcontractor of Lessee or Lessor, respectively, Lessee or Lessor, as applicable, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Lessee or Lessor, respectively, shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor or Lessee, respectively, may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Lessor or Lessee, as applicable, and costs and expenses reasonably incurred by Lessor or Lessee, respectively, in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessor's or Lessee's making of the payment of the cost

and expenses, respectively, shall be paid by Lessee or Lessor to the other Party within thirty (30) calendar days of Lessor's or Lessee's invoice therefor, as applicable.

SECTION 10 -- QUIET ENJOYMENT

10.1 Quiet Enjoyment. Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor warrants and agrees that, throughout the Term and any extensions thereof:

(a) Any uses of the Property by Lessor or any third party acting under the authority of Lessor shall not unreasonably interfere with the Permitted Use and the operational requirements of the Permitted Improvements and shall not materially reduce the solar insolation available to the Customer-Hosted Facility that uses solar to generate electricity; and

(b) Lessee shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms of this Lease. Lessor agrees, in good faith, to make commercially reasonable efforts to protect Lessee from interference or disturbance by other lessees or third persons. Lessee covenants and agrees that it will not adversely affect the quiet enjoyment of other lessees in the Property.

SECTION 11 -- INDEMNIFICATION

11.1 To the maximum extent permitted by law, each Party (the "***Indemnifying Party***") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below) (each, an "***Indemnified Party***") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "***Claims***") suffered or incurred by such Indemnified Party, arising from:

(a) physical damage to the Indemnified Party's property to the extent caused by any act or omission of the Indemnifying Party or any Related Person thereof which (i) in Lessee's case, shall include damage to the Permitted Improvements and (ii) in Lessor's case, shall include damage to the Premises or Property;

(b) physical injuries or death to or of the Indemnified Party or a third-party, to the extent caused by any act or omission of the Indemnifying Party or any Related Person thereof;

(c) any Event of Default arising from breach of any covenant which remains uncured beyond applicable cure periods, and any failure to be true of any representation or warranty, made by the Indemnifying Party under this Agreement;

(d) the presence or release of Hazardous Materials in, under, on or about the Premises, which are or were brought or permitted to be brought onto the Premises by the Indemnifying Party or any Related Person thereof; or

(e) the violation of any Environmental Law by the Indemnifying Party or any Related Person thereof.

11.2 Notwithstanding the foregoing, in no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent of any Claim caused by, arising from, or contributed to, by the Gross Negligence (defined below) or willful misconduct of such Indemnified Party or any Related Person thereof. Further, nothing contained within this Agreement is intended to be a waiver or estoppel of the Lessor or its insurers to rely upon the limitations, defenses and immunities under Wisconsin law, including, but not limited to, Wis. Stat. § 893.80.

11.3 No Consequential Damages. Notwithstanding anything in this Agreement to the contrary, in no event shall a Party be liable to the other Party for any indirect, consequential, incidental, or punitive damages, including, without limitation, lost revenues, profits, interest charges, cost of capital, or claims of its customers except to the extent specifically provided under this Agreement; provided, however, that this limitation of liability will not limit a Party's liability for: (i) damages that are caused by the Gross Negligence, fraud, or willful misconduct of the Party claiming the benefit of this waiver; or (ii) damages payable by a Party to a third party as a result of a third party claim for which such Party is entitled to indemnification hereunder. For purposes hereof, "**Gross Negligence**" means (i) a marked and flagrant departure from the standard of conduct of a reasonable person acting in the circumstances at the time of the alleged misconduct, or (ii) such wanton and reckless conduct or omissions as constitutes in effect an utter disregard for harmful, foreseeable and avoidable consequences.

11.4 Related Persons. As used herein the term "Related Person" shall mean any Affiliates, contractors, lessees, and subtenants of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, contractors, subcontractors, licensees, invitees, guests, successors and/or assigns, but explicitly excluding the other Party and its Related Persons.

11.5 This indemnity shall survive expiration or earlier termination of this Agreement as provided Section 20.19.

SECTION 12 -- DAMAGE OR DESTRUCTION

12.1 Lessee Repair and Restoration. If, at any time during the Term, a Permitted Improvement or portion thereof shall be substantially damaged or destroyed and rendered inoperable by fire or other casualty, Lessee may at its sole cost and expense either (a) repair or replace the Permitted Improvements, or (b) elect to terminate this Lease in which case Lessee shall decommission and remove the Permitted Improvements in accordance with Section 6 of this Lease; and perform environmental Remediation, if required; and promptly restore the Premises to substantially the same condition as existed prior to the Effective Date. Such removal, repair, Remediation, or replacement, including such changes and alterations as aforementioned and including temporary repairs, are referred to in this Section as the "**Work.**"

12.2 Conditions of the Work. Except as otherwise provided in this Section 12, the conditions under which any Work is to be performed and the method of proceeding with and performing the same shall be governed by the applicable provisions of this Lease.

12.3 Failure to Commence Repairs. Provided that Lessee elects to repair and replace the Permitted Improvements pursuant to Section 12.1 above, and if such repairs or replacements shall not have been commenced within one hundred eighty (180) days of the date of the casualty or other occurrence, or such longer period as may be reasonably required to adjust the insurance, achieve final plans and obtain all necessary Permits, or if such repairs or replacements after commencement shall not proceed with due diligence (any *Force Majeure* event excepted), Lessor may terminate this Lease pursuant to Section 15. On such termination, Lessee shall decommission and remove the Permitted Improvements, except the Access Easement, and any other structures on the Premises and restore the Premises in accordance with Section 6. Upon the completion of such activities, Lessee shall have no further obligation to pay Lessor the Monthly Rent or any other amount under this Lease (other than payments due as of the Termination Date and payments required by any provisions of this Lease that expressly survive termination).

12.4 Lessee's Right to Terminate in Event of Shutdown. In the event a Governmental Authority decrees, orders or demands that operation of the Permitted Improvements cease or that the Permitted Improvements be removed from the Premises, Lessee shall have the right to terminate this Lease without penalty to either Party.

SECTION 13 – Intentionally Omitted

SECTION 14 -- ASSIGNMENT

14.1 Assignment by Lessor. Lessor shall be permitted to assign or transfer this Lease or any part thereof only upon the prior written consent of Lessee, such consent not to be unreasonably withheld, conditioned, or delayed.

14.2 Release of Lessor. Provided Lessee has consented to any assignment by Lessor in accordance with Section 14.1, above, Lessor shall be relieved from its obligations under this Lease:

(a) by any whole disposition of Lessor's interest in the Lease in compliance with Section 14.1, when coupled with a written instrument signed by the assignee or transferee of such interest in which said assignee or transferee accepts and agrees to be bound by the terms of this Lease and assume any and all liability; and

(b) in the event of any foreclosure on the Premises by any person with a mortgage interest in the Premises (a "***Mortgagee***"), in which case the Mortgagee shall substitute for the Lessor for purposes of this Lease and which Mortgagee shall be bound by the terms of this Lease and assume any and all liability; provided, however, that the Mortgagee subsequently shall be entitled to assign its right under this Lease in accordance with the provisions of Section 14.1.

Absent express written consent of Lessee, the execution of a Mortgage or any assignment from one Mortgagee to another Mortgagee shall not relieve Lessor from its obligations under this Lease. Any attempt by Lessor to assign or transfer this Lease or any rights, duties or interest hereunder in violation of this Section will be null and void.

14.3 Assignments by Lessee. Lessee shall be permitted to assign this Lease without the consent of Lessor in accordance with Section 14.4, below or with respect to an affiliate of Lessee. Lessee shall not otherwise have the right to assign any of its rights, duties, or obligations under this Lease without the prior written consent of Lessor, which such consent shall not be unreasonably withheld. In the event of any assignment under this Section 14.3, Lessee shall be released from any further liability under this Lease from and after the effective date of such assignment if, as of the date of assignment, the assignee accepts liability for all payment and performance obligations under the Lease. To the extent provided for in each conveyance document, an assignee under this Section 14.3 shall have all of the rights and benefits of Lessee under and pursuant to this Agreement.

14.4 Lessee's Right to Finance. Lessee will from time to time and at any time have the right, respectively, without the consent of Lessor, to collaterally assign or otherwise encumber Lessee's interests in this Lease or the Premises or any portion thereof held by Lessee by one or more mortgages, deeds of trust, security agreements, or other instruments in the nature thereof, as security for one or more loans, indebtedness or obligations incurred by Lessee ("**Leasehold Mortgage**"). A Leasehold Mortgage may encumber Lessee's right to use and occupy the Premises, the leasehold estate created hereby, all right, title and interest in and to any existing building, fixture, or personal property, as well as in and to any and all other buildings at any time located on or partially on the Premises, and any other property so affixed to the land, buildings or improvements as to be a part thereof. Any such indebtedness or obligation and any such Leasehold Mortgage will be for such amount and on such other terms and conditions as Lessee may agree to. The aforesaid right shall be a continuing right. Any Leasehold Mortgage or loans, or extensions, renewals, refinancings, or replacements thereof obtained by or on behalf of Lessee shall impose no personal liability on Lessor and the sole recourse of the Mortgagee to be against Lessee and their respective interests in this Lease and the Permitted Improvements.

SECTION 15 -- TERMINATION, DEFAULT, AND REMEDIES

15.1 Termination for Convenience.

(a) Lessee's Right to Terminate for Convenience. Lessee shall have the right to terminate this Lease as to all or any part of the Premises (the "**Termination Option**") without cause at any time, provided:

(i) Lessee is not in default pursuant to this Lease on the date that Lessee exercises its option to terminate this Lease and on the Termination Date;

(ii) Lessee shall give written notice to Lessor of its termination of the Lease effective not less than one hundred eighty (180) days after the date of the written notice ("**Termination Date**").

(b) Lessor's Right to Terminate for Convenience. Lessor shall have the right to terminate the Lease:

(i) if Lessee has not commenced construction of the Permitted Improvements on the Premises by the date that is seven hundred thirty (730) days from the Effective Date; or

(ii) if the Commercial Operations Date has not occurred within one thousand ninety-five (1,095) days of the Effective Date, provided, termination under Section 15.1(b) shall be effective upon thirty (30) days' written notice from the non-defaulting Party to the defaulting Party.

15.2 Termination for Concealed Conditions. Prior to the Full Operations Date, Lessee may immediately suspend its performance of its obligations under this Agreement if it encounters Concealed Conditions at the Premises. If the presence of or required remedy of such Concealed Conditions could reasonably be expected to cause a material increase in the length of time required for Lessee to perform its obligations under this Agreement, Lessee shall be entitled to a day-for-day extension in any deadline applicable to such performance under this Lease.

15.3 Effect of Termination. Upon any termination of this Lease, Lessee shall, in accordance with the provisions of Section 6, remove the Permitted Improvements from the Premises, including any above-ground or below-ground cables, wires, junction boxes, or other equipment included as part of or used in conjunction with the Permitted Improvements and shall restore the Premises and Access Easements to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty. Upon termination of this Lease for convenience under Section 15.1 or for Concealed Conditions under Section 15.2, and except for any Concealed Conditions associated with a release or threatened release of Hazardous Materials or a violation of any Environmental Laws, neither Party shall have any liability to the other Party and, except for those obligations that expressly survive termination, the obligations of the respective Party shall terminate as of the effective date of termination.

15.4 Termination for Default. The following events shall be deemed to be events of default (each an "***Event of Default***" and collectively, the "***Events of Default***"):

(a) The failure to make any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for a period of thirty (30) days after written notice of such failure has been received by the defaulting Party. If the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy (not including claimed consequential, exemplary or punitive damages) in escrow with any reputable third party escrow agent or the court, which amount shall remain undistributed and shall not accrue interest penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the non-defaulting Party's right to institute legal action for recovery of such amounts;

(b) Any act or omission of Lessor that materially impacts, affects, or impairs Lessee's ability to operate the Permitted Improvements, and if such failure continues for a period of ninety (90) days after written notice specifying such failure has been received by Lessor, or in the case of any such failure which cannot with due diligence and in good faith be cured within ninety (90) days;

(c) This Lease becomes subject to execution, attachment, or other process or Law; or

(d) A Party's failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure to continues for a period of thirty (30) days after written notice specifying such failure has been received by the defaulting Party and the defaulting Party's Mortgagee or Leasehold Mortgagee, as the case may be, or in the case of any such failure which cannot with due diligence and in good faith be cured within thirty (30) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

15.5 Remedies in the Event of Default. In an Event of Default, the non-defaulting Party shall be entitled to any or all of the following remedies:

(a) Terminate this Lease by written notice to (i) the defaulting Party and (ii) the defaulting Party's Mortgagee or Leasehold Mortgagee, as applicable, and such termination shall be effective thirty (30) days after receipt of such notice. In the case of an Event of Default by Lessee, Lessee shall remove, or cause the removal of, the Permitted Improvements, surrender possession and vacate Premises in accordance with Section 6, and deliver possession thereof to Lessor;

(b) Cure the Event of Default at the defaulting Party's expense, and obtain reimbursement from the defaulting Party upon demand for the reasonable cost of curing the Event of Default, including, but not limited to, attorneys' fees and costs, together with the Interest Rate from the date of such expenditure until the same is repaid; and/or

(c) Exercise any and all remedies available to the non-defaulting Party at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Lease by injunction or other equitable relief.

15.6 Additional Damages. In addition to any other damages to which the non-defaulting Party is entitled under this Lease and applicable law, the non-defaulting Party shall be entitled to the following additional damages in an Event of Default by the defaulting Party:

(a) Damages Incurred by Lessor to Regain Possession Following the Termination Date. If Lessee fails to surrender the Premises in accordance with Section 6,

Lessor shall be entitled to recover from Lessee the cost of regaining possession of the Premises, including any reasonable attorneys' fees.

(b) Not Used.

(c) Not Used.

(d) Damages Incurred in the Event of Constructive Abandonment Following the Termination Date. In the event of a Constructive Abandonment following the Termination Date under Section 6.1(c), Lessor may remove all Permitted Improvements from the Premises and shall be permitted to keep such Permitted Improvements as personal property. Lessee shall reimburse Lessor for reasonable and documented costs of such removal and disposal of the Permitting Improvements, net of salvage value received by Lessor, and restoration of the Premises to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty. Lessee's liability for these damages shall survive expiration or earlier termination of this Lease.

15.7 Liability Upon Termination. Except as set forth in provisions surviving the termination of this Lease, as provided in Section 20.19, and except with respect to any amounts owed and due by Lessee or Lessor prior to or following the Termination Date, the Termination of this Lease shall relieve Lessor and Lessee of their liability and obligations under this Lease.

15.8 Force Majeure. If performance of the Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

SECTION 16 -- NOT USED

SECTION 17 -- LESSEE REPRESENTATIONS, WARRANTIES, AND COVENANTS

17.1 Lessee Representations and Warranties. As of the date of this Lease, Lessee represents and warrants to Lessor as follows:

(a) Lessee is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Wisconsin and is qualified to transact business in the State of Wisconsin.

(b) Lessee has legal capacity to enter into and perform this Lease.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessee has authority to do so and to bind Lessee. When

signed by the individuals designated in the signature blocks below, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

(d) To Lessee's knowledge, there is no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Lessee wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Lessee's ability to carry out its obligations under this Lease.

(e) To Lessee's knowledge, none of the documents or other written or other information furnished by or on behalf of Lessee to Lessor or Lessor's agents pursuant to this Lease contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

17.2 Lessee Covenants. Lessee hereby represents, warrants, and covenants the following to Lessor:

(a) Minimal Impacts. Lessee agrees to design and construct the Permitted Improvements and to locate and operate the Permitted Improvements in such a way as to reasonably minimize impacts to the Premises and to Lessor's activities, if any, on the Premises, to the extent commercially feasible and practical, without negatively impacting the Permitted Improvements or the operation and output of the Customer-Hosted Facility. Lessee shall operate and maintain the Permitted Improvements in good order and repair throughout the term of this Agreement.

(b) Costs. Lessee covenants to Lessor that Lessee shall be responsible for all costs necessary to design, purchase, construct, operate, maintain, repair, remove, replace, and expand the Permitted Improvements, unless such costs arise due to the negligence of Lessor or its Related Persons.

(c) Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Customer-Hosted Facility and Lessee's use of the Premises. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Premises or Permitted Improvements of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by Lessee.

(d) Construction Liens. Lessee shall keep the Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Premises in connection with Lessee's use of the Premises pursuant to the Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove

or bond over such lien from the Premises pursuant to applicable law or provide Lessor with title insurance insuring Lessor's interest in the Premises against such lien claim.

(e) Hazardous Materials. Lessee shall not violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under any Environmental Law, on or under the Premises. Lessee shall indemnify Lessor against any such violation resulting in the Release of Hazardous Materials onto the Premises that is caused by Lessee or Lessee's agents or contractors and occurs after the Effective Date. Lessee shall promptly notify Lessor of any such violation. In no event, however, shall Lessee be required to clean up, remove or take other remedial action with regard to any contamination or damage to soil or ground water on or in the Premises caused by any Hazardous Materials brought onto the Premises by Lessor, or by Lessor's employees, agents, contractors, subcontractors, representatives or invitees. Lessee will not be responsible for any Hazardous Materials not introduced to the Premises by Lessee or its employees, agents, contractors, subcontractors, representatives or invitees. Lessee is not responsible for any pre-existing environmental conditions at the Premises.

(f) GPS Coordinates. Lessee shall provide Lessor with as-built drawings of the Customer-Hosted Facility and any underground improvements constructed on the Premises within thirty (30) days of the date of mechanical completion, as defined in the relevant engineering, procurement, and construction agreement for the Customer-Hosted Facility.

SECTION 18 -- LESSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

18.1 Lessor Representations and Warranties. As of the date of this Lease, Lessor represents, warrants, and covenants the following to Lessee:

(a) Lessor has received any necessary state, local, or municipal authorizations, if any, necessary to enter into this Lease.

(b) Lessor has the right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Lessor is authorized to do so. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessor has authority to do so and to bind Lessor. When signed by the individuals designated in the signature blocks below, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

(d) [Not Used]

(e) To Lessor's knowledge, none of the documents or other written or other information furnished by or on behalf of Lessor to Lessee or Lessee's agents pursuant to this Lease contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(f) Not Used.

18.2 Lessor Covenants. Lessor makes the following covenants to Lessee:

(a) No Interference. Lessor's activities and any grant of rights Lessor makes to any person or entity shall not, currently or prospectively, materially interfere with: the construction, installation, maintenance, or operation of the Permitted Improvements; access over the Premises to such Permitted Improvements; or, the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Lessor's activities or any rights granted by Lessor to a third party shall not materially disturb or interfere with the efficiency or output of the Customer-Hosted Facility on the Premises or disturb the Property or the Premises such that it could be expected to damage or interfere with the structural integrity or expected maintenance or operation of the Customer-Hosted Facility. Lessor may not use, or otherwise grant the right to use, the Property for the development of any renewable energy facilities of any kind other than the Customer-Hosted Facility. Throughout the Term and any extensions thereof, as provided in Section 10.1, Lessor shall protect Lessee's rights of quiet enjoyment.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) Requirements of Governmental Agencies. Lessor shall assist and reasonably cooperate with Lessee, at no out-of-pocket expense to Lessor, in complying with or obtaining any Required Approvals for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Customer-Hosted Facility, including execution, if necessary, of applications for such Required Approvals, and including participating in any appeals or regulatory proceedings respecting the Permitted Improvements. To the extent permitted by law, Lessor hereby waives enforcement of any applicable setback requirements imposed by any Governmental Authority respecting the Permitted Improvements to be placed on the Premises.

(e) Intentionally Omitted

(f) Hazardous Materials. Lessor shall not violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Premises. Lessor shall indemnify Lessee against any such violation that is caused by any Lessor or any employee, contractor or agent of Lessor whether such violation existed before or after the Effective Date. Lessor shall promptly notify Lessee of any such

violation. If Remediation is required due to Hazardous Materials in, on, or under the Premises, not including the Access Easement, which was not directly caused by Lessee, so long as Lessee is not in default of the Lease, Lessee shall have the option to terminate this Lease in accordance with Section 15 as if an Event of Default occurred under Section 15.4(d).

(g) Title Insurance. Lessor agrees that within ten (10) calendar days of receipt, Lessor shall use commercially reasonable efforts to execute and deliver to Lessee any documents reasonably required by the title insurance company selected by Lessee necessary to allow Lessee to obtain policies of title insurance insuring their respective interests in the Property.

(h) Litigation. To the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened in writing or anticipated with respect to, or which could affect, the Property. If Lessor learns that any such litigation, action, claim or proceeding is threatened in writing or has been instituted, Lessor shall promptly deliver notice thereof to Lessee.

SECTION 19 -- NO WAIVERS

19.1 No Implied Waivers – Remedies Cumulative. No covenant or agreement of this Lease shall be deemed to have been waived by Lessor or Lessee, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of Lessor or Lessee to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under this Lease to obtain consent or approval for any other act or matter. Lessor or Lessee may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either Lessor or Lessee from any other remedy it might have, either in law or in equity. The failure of Lessor or Lessee to insist upon the strict performance of any one of the covenants or agreements of this Lease or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Lessor or Lessee herein specified or any other right or remedy that Lessor or Lessee may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

19.2 Acceptance of Payment. Neither receipt nor acceptance by Lessor of any payment due herein, nor payment of same by Lessee, shall be deemed to be a waiver of any default under the covenants or agreements of this Lease, or of any right or defense that Lessor or Lessee may be entitled to exercise hereunder.

SECTION 20 -- MISCELLANEOUS

20.1 Confidentiality. Except as provided in this Section 20.1, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Lease, without the other Party's prior express written consent, as applicable.

(a) Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a reasonable need to know related to this Lease.

(b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing party shall notify the other parties of the required disclosure, such one or both of the other parties may attempt (if such party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

20.2 Successors and Assigns. This Lease shall run with the land and shall inure to the benefit of and be binding upon Lessor and Lessee and, assignment or other transfer under Section 14 hereof, Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Lease and/or are exercising rights under this Lease to the extent consistent with such interest.

20.3 Not used.

20.4 Notices. Any Notice pursuant to the terms and conditions of this Lease shall be in writing and deemed effective as follows: (a) if delivered personally, upon delivery; (b) if sent by certified mail, return receipt requested, upon certified receipt; (c) if sent by a recognized mail or courier service, with delivery receipt requested, upon receipt; (d) if sent by email, upon the opening by the recipient of the email and acknowledge by recipient as having been received or with a return receipt returned to the sender; or (e) if sent by facsimile transmission, when dispatched and acknowledged by recipient as having been received in full and in legible form. Notices shall be addressed to the following persons and address (or to such other persons or addresses as the respective Parties may add or substitute by written notice):

To Lessee: Wisconsin Power and Light Company
4902 N Biltmore Lane
Madison, Wisconsin 53718
Attention: Leasing Coordinator

To Lessor: McFarland School District
Address: 5101 Farwell Street
McFarland, WI 53558
Telephone: 608.838.4520
Email: mahonej@mcfbsd.org
Attention: Jeff Mahoney, Director of Business

With a copy to:

Attorney Jenna E. Rousseau
Renning, Lewis & Lacy, s.c.
205 Doty Street, Suite 201
Green Bay, WI 54301
Telephone: 920.283.0708
Email: jrousseau@law-rl.com

20.5 Governing Law. This Lease and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived.

20.6 Dispute Resolution. Unless otherwise expressly provided for in this Lease, the dispute resolution procedures of this Section 20.6 shall be the exclusive mechanism to resolve disputes arising under this Lease. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Lease. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance, purported breach or termination (“*Dispute*”) shall first be submitted for resolution in accordance with the provisions of this Section 20.6. Any Dispute shall first be referred to the Lessee Senior Representative and the Lessor Senior Representative for informal resolution. Any dispute that cannot be resolved between the Lessee Senior Representative and Lessor Senior Representative within ten (10) calendar days, or in the case of payment disputes five (5) calendar days, after receipt by each thereof of Notice of such Dispute shall be referred to the executive officers of the Parties designated by them as their designated representatives for resolution. If the Parties, negotiating in good faith, fail to reach an agreement within a reasonable period of time, not exceeding ten (10) calendar days after such referral, then Lessee and Lessor may avail themselves to any process, including court action, to enforce any right or remedy available to them at law.

20.7 Condemnation. If eminent domain proceedings are commenced against all or any portion of the Property and the taking and proposed use of such property would prevent or adversely affect Lessee’s construction, installation or operation of Customer-Hosted Facility on the Property, the Parties shall either amend this Lease to relocate the Customer-Hosted Facility, or, at Lessee’s option, this Lease shall terminate in which event neither party shall have any further obligations hereunder. All compensation awarded for any taking pursuant to the power of eminent domain, whether for the whole or a part of the Premises, shall be Lessor’s property, whether such

damages shall be awarded as compensation for diminution in the value of leasehold or of the fee interest in the Premises or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to all such compensation; provided, however, that Lessor shall not be entitled to any award made to Lessee for the taking of Lessee's Customer-Hosted Facility or alterations, or for moving expenses, reestablishment expenses, or similar items.

20.8 Not Used.

20.9 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

20.10 Severability. If any article, section, phrase or portion of this Lease is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Lease will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Lease and the benefits to the Parties are not substantially impaired, and provided further, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

20.11 Entire Agreement. This Lease, together with its exhibits, contains the entire agreement between Lessee and Lessor with respect to the leasing of the Premises, and supersedes all prior discussions, understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof. The Parties contemplate that they may enter into subsequent agreements relating to matters related to the allocation of RECs and other matters incidental to the Lease, but such agreements shall not alter the terms hereof unless expressly so provided in such subsequent agreement(s).

20.12 Headings and Captions. The headings and captions in this Lease are intended for reference only, do not form a part of this Lease, and will not be considered in construing this Lease.

20.13 Singular and Plural, Gender. If two or more persons, firms, corporations or other entities constitute either Lessee or Lessor, the word "Lessee" or the word "Lessor" shall be construed as if it reads "Lessees" or "Lessors" and the pronouns "it," "he," and "him" appearing in this Lease shall be construed to be the singular or plural, masculine, feminine, or neuter gender as the context in which it is used shall require.

20.14 Press Releases. Lessee reserves the right to issue a written press release with respect to this Lease and the Customer-Hosted Facility without the prior written agreement of Lessor, provided, Lessee shall make a good faith effort to notify Lessor in advance of such issuance.

20.15 No Joint Venture. Each Party will perform all obligations under this Lease as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or

any relationship between the Parties. The obligations of the Lessee and Lessor hereunder are individual and neither collective nor joint in nature.

20.16. Expenses. Except as otherwise agreed to, each Party hereto shall pay all expenses incurred by it in connection with its entering into this Lease, including, without limitation, all attorneys' fees and expenses.

20.17 No Broker. Lessee and Lessor each represents and warrants to the other that it has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against Lessee or Lessor predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend the same.

20.18 Amendments; Binding Effect. This Lease may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Lease or their successor in interest. This Lease inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

20.19 Survival.

(a) The provisions of Sections 7.1 (Lessee's Duty), shall survive the expiration or termination of this Lease for a period of one hundred eighty (180) days.

(b) The provisions of Sections 6.1 (Surrender of the Premises and Removal of the Permitted Improvements), 6.2 (Title), 12.3 (Failure to Commence Repairs), and 15.7 (Liability Upon Termination) shall survive the expiration or termination of this Lease for a period of three hundred sixty-five (365) days.

(c) The provisions of Sections 11 (Indemnification), 15.5 (Remedies in the Event of Default), 15.6 (Additional Damages), and Section 20 (Miscellaneous), shall survive the expiration or termination of this Lease indefinitely.

20.20 No Third-Party Beneficiaries. This Lease is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Lease, nothing in this Lease shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Lease.

20.21 Further Assurances. From time to time and at any time at and after the execution of the Lease, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Lease that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

20.22 Good Faith. All rights, duties and obligations established by this Lease shall be exercised in good faith and in a commercially reasonable manner. In any instance when Lessor's consent or approval is required under this Lease, such consent shall not be unreasonably withheld.

20.23 Estoppel Certificate. Each Party hereto agrees that at any time during the term of this Lease, within ten (10) days after request by the other Party hereto, it will execute, acknowledge and deliver to such other Party or to any prospective purchaser, sublessee, assignee, Mortgagee, or Leasehold Mortgagee designated by such other Party, a certificate stating: (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which rent has been paid; (c) whether or not there is any known existing Event of Default by either Party in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing Event of Default by either Party hereto with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any known set-offs, defenses of counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the Party executing such certificate. Lessee's failure to execute the above instrument within ten (10) days after written request to do so by Lessor shall constitute an Event of Default.

20.24 Lease as a Sublease. It is acknowledged and understood that this Lease is technically a sublease, in that Lessor is leasing the Property from the Village of McFarland ("Village") for a term expiring according to the termination date of this Agreement (Section 3), pursuant to a Vacant Land Lease Agreement dated [REDACTED] ("Primary Lease"). Lessor represents and warrants that it is authorized to enter into this Lease, that Lessee's occupancy of the Premises pursuant to this Lease will not be disturbed in the event Lessor defaults under the terms and conditions of the Primary Lease, and that Lessor shall take reasonable steps to ensure that the Village does not unreasonably disturb Lessee's possession during the term of this Lease and any extensions thereto.

20.25 Merger of Title. No merger of Lessee's interest in this Lease or of the leasehold estate created by this Lease with the fee simple estate in the Premises, or any part thereof, will occur by reason of the fact that the same person may acquire or own or hold, directly or indirectly, (i) Lessee's interest in this Lease or the leasehold created by this Lease and (ii) the fee estate in the Premises or any part thereof or any interest therein, and no such merger will occur unless and until all persons having an interest in the ownership interests described in (i) and (ii) above join in a written instrument effecting such merger and record same.

20.26 Spreading of Mortgage. Notwithstanding the fact that no merger of estates will occur upon the simultaneous ownership by the same person or entity of the fee simple estate in the Premises and the leasehold estate created by this Lease, a leasehold mortgage in existence at the time such simultaneous ownership occurs will nevertheless attach to the fee simple interest held by the Lessee in the Property, as well as continuing to encumber the leasehold estate.

20.27 Lessor's Access to Premises. Lessor or any agent of Lessor shall have the right at any reasonable time and upon prior written notice to Lessee, (and Lessee shall have the right to have an agent of Lessee's present at the time of such entry and examination) to enter the Premises for the purpose of examination or for any purpose which it or they may deem necessary for the protection of the rights of Lessor. Nothing herein contained shall be deemed to obligate the Lessor to make any inspection or examination of the Premises or to maintain said Premises.

[Signature Page Follows]

DRAFT - CONFIDENTIAL

IN WITNESS WHEREOF, Lessor and Lessee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

McFarland School District

Wisconsin Power and Light Company

By:

By:

Name:

Name:

Title:

Title:

EXHIBIT A
Legal Description of the Premises

The land is described as follows:

The Land referred to herein below is situated in the County of Dane, State of Wisconsin, and is described as follows:

All that part of the East 1/2 of the Southeast 1/4 of Section Thirty-five (35), Township Seven (7) North, Range Ten (10) East, in the Village of McFarland, Dane County, Wisconsin lying East of an existing fence whose North end is 340.9 feet West of the East 1/4 corner of said Section 35 and whose South end is 327.9 feet West of the Southeast corner of said Section 35, reserving the North 33 feet for road purposes, EXCEPTING lands conveyed in the following:

1. Warranty Deed recorded January 31, 1962 in Volume 735 of Deeds, page 596 as Document No. 1041767.
2. Warranty Deed recorded September 17, 1969 in Volume 133 of Records, page 428 as Document No. 1250421.
3. Warranty Deed recorded February 3, 1970 in Volume 157 of Records, page 477 as Document No. 1258407.

APN: 154/0710-354-8341-1

EXHIBIT B
Customer-Hosted Facility

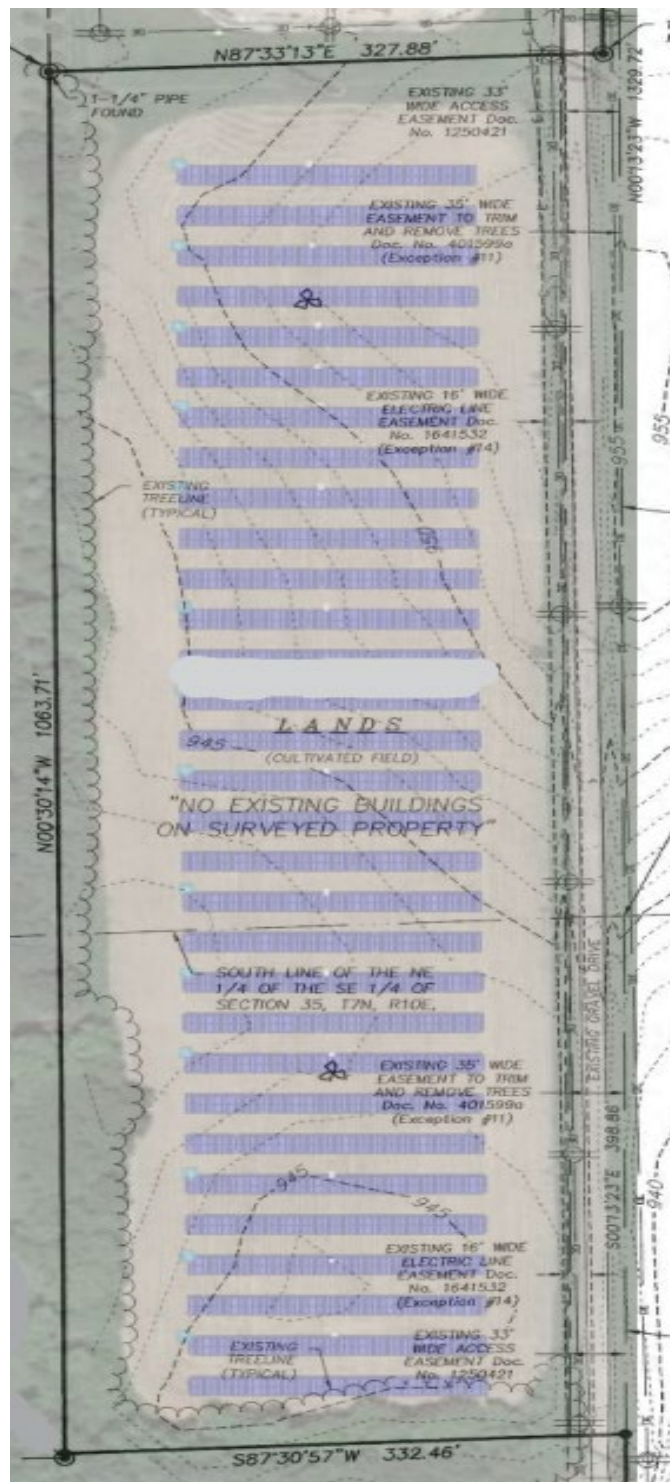


EXHIBIT C**INSURANCE REQUIREMENTS**

Certificates of insurance must be on file with Lessee and Lessor, respectively, prior to commencement of construction of the Permitted Improvements, and such coverage must remain in effect for the duration of this Lease. Each Party shall provide the other Party with thirty (30) days' written notice prior to cancellation or non-renewal of any of the insurance policies required herein. Failure of either Party to enforce the minimum insurance requirements listed below will not relieve the other Party of responsibility for maintaining these coverages.

POLICIES	MINIMUM LIMITS
Workers' Compensation:	Statutory
Employer's Liability: Each Accident:	\$1,000,000
Employer's Liability Disease Each Employee:	\$1,000,000
Employer's Liability Disease Policy Limit:	\$1,000,000
Commercial General Liability: coverage for products/completed operations, blanket contractual liability and personal injury.	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Automobile Liability: Combined Single Limit, for all owned, non-owned and hired automobiles.	\$1,000,000
Excess or Umbrella Liability: Such coverage must include, as scheduled policies, the Employer's Liability Insurance, Commercial General Liability Insurance (including completed operations) and Automobile Liability Insurance described in this Section. The excess policies will be "following form."	\$4,000,000 Each Occurrence \$4,000,000 Aggregate

ADDITIONAL ENDORSEMENTS REQUIRED AND TO BE STATED ON CERTIFICATES OF INSURANCE:

Each Party shall be named as an additional insured for the negligent acts and omissions of the other Party arising out of this Lease Agreement, on a primary and non-contributory basis, with respect to the Commercial General Liability coverage and Excess/Umbrella (if any) coverages.

All policies applicable to the Work must contain a waiver of subrogation in favor of the other Party.

EXHIBIT D
ACCESS EASEMENT

Insert existing Access Easement or reference to existing recorded document number.

EXHIBIT E

LEASE AND ACCESS EASEMENT COMPENSATION

- (1) Payment for Lease and Access Easements. During the Term, within thirty (30) days of the date of the Notice of Construction and each month thereafter by the fifth (5th) day of the month, Lessee shall pay to Lessor, in advance, without notice or demand, the Monthly Rent. If the first or last Lease Term is less than an entire calendar month, the Monthly Rent shall be prorated for the applicable portion of such Monthly Rent. Commencing after the Commercial Operation Date, as part of the Monthly Rent, Lessor may elect to receive the RECs, if any, generated by the Customer-Hosted Facility after the Commercial Operation Date, and such election must be made at the time of execution of this Lease and will be binding on Lessor for the Term. If Lessor elects to receive RECs, if any, the Customer-Hosted Facility Rent will be reduced by the value of the RECs taken by Lessor. Each month, Lessee will determine the value of the RECs by multiplying the market price for RECs at the time the Lease is executed by the quantity of RECs generated by the Customer-Hosted Facility in the prior month. The value of RECs will not be adjusted during the Term. If Lessor elects not to receive the RECs, all rights to RECs generated by the Customer-Hosted Facility will be retained by Lessee. The Monthly Rent shall be calculated as follows:

Customer-Hosted Facility Rent Calculation

1.	Nameplate Capacity of Facility (MWac)	1.4
2.	Accredited Capacity of Facility (MWac)	0.7
3.	Customer's Firm Demand	1.7
4.	MISO CONE	102,240
5.	Gross Annual Lease Amount	71,568
6.	Gross Monthly Lease Amount (divide Line 5 by 12)*	5,964
7.	Value of RECs received by Customer for the Month**	TBD
8.	Net Monthly Lease Amount (Subtract Line 7 from Line 6)	TBD

*Payment of Gross Annual Lease Amount, as Monthly Rent, commences within 30 days of the date of the Notice of Construction.

**If Lessor elects to receive RECs, then commencing after the Commercial Operation Date, the Gross Monthly Lease Amount will be reduced by the value of the RECs taken by Lessor, and such amount shall be the Monthly Rent.

- (2) Not Used.

- (3) Late Payments. If any payment of Monthly Rent is not made within five (5) days of the date of written notice to Lessee from Lessor of such late payment, a one-time penalty of ten percent (10%) of the amount due shall be immediately payable by Lessee to Lessor.
- (4) Taxes.
- (a) Lessee Taxes. During the Term, Lessee shall, at Lessee's cost and expense, bear, pay and discharge or cause to be borne, paid and discharged, on or before the last day upon which the same may be paid without interest or penalty for the late payment thereof, all taxes, assessments, sewer charges, water charges, duties, recaptured taxes due to a change in use, license and permit fees, charges for public utilities of any kind, and payments and other charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special (all of which are herein sometimes collectively referred to as "***Taxes***") which shall pursuant to present or future law or otherwise, prior to or during the term hereby granted have been or shall be levied, charged, assessed, or imposed upon, or grow or become due and payable out of or for, or become or have become, a lien on the Premises and that are directly attributable to the Permitted Improvements or Lessee's operations. Lessee's obligations to pay real estate taxes, licenses, and other governmental charges as provided in this Exhibit E Section (4) shall apply for the assessment year in which the Customer-Hosted Facility Lessee commences Commercial Operations on a prorated basis. Lessee shall pay all interest and penalties imposed for late payment of any Taxes which Lessee is obligated to pay or to cause to be paid hereunder.
- (b) Lessor Taxes. Lessor shall pay before the same become delinquent (i) any transfer or conveyance tax arising out of this Lease; (ii) exclusive of any Taxes attributable to the Permitted Improvements, Lessor's municipal, state, or federal income, income profit or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change in ownership of the Premises; and (iii) any other Taxes which are not obligated to be paid by Lessee in Exhibit E Section (4)(a), above.
- (c) The provisions of this Exhibit E Section (4) shall survive the expiration or earlier termination of this Lease.

McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, May 9, 2023

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and possible action to approve a proposal from HGA for design, bid, and construction administration services for installation of a battery and microgrid at the Public Safety Center.

PREVIOUS ACTION:

ISSUE SUMMARY:

Included in the packet is a proposal from HGA to assist the Village with the design, bidding, construction administration and commission services for the addition of microgrid and battery storage systems at the new Public Safety Center.

The PSC building is scheduled to open in June of 2023. The building is approximately 55,325 square feet and includes geothermal heating technology for heating and cooling and solar photovoltaic (PV). Due to rising construction costs, the Village was not able to include a microgrid and battery storage system in the original bid. However, the building is designed to be battery ready.

A battery storage system will improve the ability to power the building during periods of low sunlight and potentially safeguard the operation and resiliency of our public safety services during times of outages in the energy grid. During a sunny day, the battery system can be used to store excess solar energy production that would normally be sold back to the utility at a reduced rate. This stored energy could be used later during night or peak utility cost times. During a cloudy day, the battery system can be used to shave a utility peak that would increase demand costs. The battery can use stored solar energy or off peak energy to be used when electric utility costs are at their highest, and manage the demand charges that a facility will incur. Batteries can also increase electric resiliency by providing back-up electric renewable power during loss of building utility grid connection (Level 1 microgrid) to improve the resiliency of the building.

HGA has estimated a preliminary battery system size of 125kW (power rating) and 250kWh (energy rating). As part of the scope of work, HGA will need to complete final design to determine the optimized battery size.

Estimated Project Schedule, subject to change:

- PSC Approval and contracts signed July 2023



- Design July-August 2023
- Bid September 2023
- Award October 2023 (assume 8 month battery lead time)
- Install June 2024
- Substantial completion July 2024
- Commissioning and Close out contracts July - September 2024

The grant provides a project completion date of September 2024. Extensions are possible and may be necessary based on supply chain issues with the proposed equipment.

FINANCIAL/BUDGET IMPACT:

The total project cost is estimated to be \$600,000. In March of 2023, the Village was awarded a \$350,000 grant from the Office of Energy Innovation for the installation of a micro grid and battery storage system at the new Public Safety Center as a Level 1 Microgrid Community Resilience Center. As the Village completes our construction project, we have estimated the availability of \$250,000 in unallocated contingency funds from our initial capital borrowing.

The costs of HGA services is \$82,000 and is included as part of the total estimated project costs of \$600,000. The project costs roughly break down as follows:

- \$82,000 HGA
- \$475,000 Equipment and Installation Labor
- \$43,000 Contingency

VILLAGE PLAN REFERENCE:

2022-2023 Strategic Implementation Plan. Goal B Public Infrastructure, Action ii: Complete property acquisition to allow for the development of solar array and Action vi: Continue planning with partners as applicable to develop solar array to offset municipal energy consumption.

2021 Sustainability Plan. Includes a near-term Energy Action to *"work with energy providers to develop a community-scale solar energy installation and/or develop a program for leasing municipal rooftops for solar."* The plan also includes the goal of achieving 50% of total municipal energy consumed per year generated from renewables by 2030 and 100% by 2040.

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion, second to approve a proposal from HGA for design, bid, and construction administration services for installation of a battery and microgrid at the Public Safety Center.

ATTACHMENTS:

1. McFarland PSB Microgrid Design Bidding CA and Commissioning Services_5_3_2023

HGA

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Middleton, WI 53562

HGA

5-3-23

Proposal for Public Safety Building
Microgrid Design, Bidding,
Construction Administration and
Commissioning Services



INTRODUCTION

HGA is a national multi-disciplinary design firm rooted in architecture and engineering. Founded in 1953, we believe that enduring, impactful design results from deep insight into the people and passions that animate each unique environment. Our ten offices from coast to coast offer specialized practices in the energy, healthcare, corporate, government, arts, community, and education markets.

Our responsibility is both inspiring and humbling: to create a positive impact for our clients, their customers, and our communities. To us that means leading with empathy and curiosity in the design process, as well as integrating and advancing the most progressive and innovative sustainable practices. To that end, in July 2018, HGA acquired Sustainable Engineering Group (SEG), a leading engineering firm focused on energy optimization and sustainable design, to broaden our existing expertise in energy and infrastructure planning for leading national clients across all of our markets.

In support of McFarland's sustainability goals, HGA proposes to provide complete microgrid design, bidding, construction administration services and commissioning services for the New Public Safety Building.

The design consulting services will be provided to meet the objectives of the PSC OEI grant that was awarded to the Village of McFarland.

As part of this work HGA will summarize potential to incorporate state and federal incentives including but not limited to the Inflation Reduction Act and Bipartisan Infrastructure Bill deduction.

Scope of Services

The scope of services is separated into 3 separate tasks which include:

1. Microgrid Design
 - a. Predesign Phase
 - b. Construction Document Design Phase
2. Bidding and Construction Administration Services
3. Commissioning Services
 - a. Functional Testing
 - b. Warranty Review

DESIGN PHASE

Predesign Phase Scope

HGA will meet with the Village stakeholders to review the grant and confirm our design will align with the project intent. Additionally, HGA will review potential questions on the proposed system that need to be addressed prior to the creation of any project design documents. This will include preliminary schematic design information on a variety of potential options and costs for modifying the existing PSB electrical system to be consistent with the microgrid concept proposed in the grant application.

As part of the predesign scope, HGA will work with the Village to create a formalized owner's project requirements and basis of design narrative that will be used to inform the project design. These documents will include language from the grant application but go into more detail on system configuration and control.

The battery size as it relates to both power and energy will be validated in the predesign phase.

HGA will also work with a few battery and battery control vendors to develop a short list of vendors that can meet the PSC grant requirements for functionality, budget and timeline. This predesign work will help to ensure that there is a robust set of bidders interested in this project.

During the predesign, HGA will also evaluate the project budget and timeline and inform the Village if there are any barriers to meeting the project's budget or timeline.

Construction Document Design Phase Scope

As part of the design process, HGA will develop a general narrative, drawings and specifications to be used by bidding contractors to submit bids and complete project installation consistent with McFarland's objectives as detailed in the PSC OEI grant submission, Owner's project requirements and the basis of design.

1. Develop Project Narrative
 - a. HGA will create a project overview narrative that provides context for the contractors to bid the job and understand the overall project context.
2. Develop Construction Drawings
 - a. Project drawings will be created that identify the scope of work as it relates to the facilities existing electrical drawings. It is assumed that Bray / MSA will provide electronic drawings of relevant systems which HGA can then modify for use in the microgrid design.
3. Develop Specifications
 - a. Specifications will be developed for the requirements of the microgrid, battery energy storage system and electrical installation requirements.
 - b. Develop front end specification in coordination with the Village of McFarland

BIDDING AND CONSTRUCTION ADMINISTRATION PHASE

Bidding Phase Scope

HGA will be actively involved in the bidding process to ensure that contractors provide responsive bids to the RFP request. Due to the nascent technology being implemented, we have found that playing an active role during the bidding phase is important to generate responses. These activities will include:

1. Publicizing the bid to potential bidders
2. Connecting interested electrical contractors with interested battery vendors
3. Completing a site tour with contractors prior to bidding
4. Responding to contractor questions

Construction Phase Scope

During the construction phase, HGA will complete the following activities:

1. Review and approve or reject shop drawings and other submittals from the contractor(s) to determine conformance with the specific portions of the Construction Documents under which the submittals were made. Such reviews shall only be for conformity with information given and to the design concept expressed in the drawings and/or specifications and not for confirmation or approval of quantities, means, methods, techniques, or procedures.
2. Attend a preconstruction meeting and two (2) construction progress meetings.
3. Respond to contractors' questions and requests for information and issue clarifications as necessary.
4. Conduct final punch list review to determine the date or dates of Substantial Completion and the date of final completion.
5. Review of O&M manuals. Coordinate with Contractor to ensure submittal of documentation as may be needed for warranty coverage of components and include warranty certificates in O&M manual.
6. Provide project record drawings. Incorporate appropriate changes based on contractor's provided redline drawings as well as Consultant's redline drawings, notes and measurements made during site visits.

COMMISSIONING AND WARRANTY PHASE SCOPE

Commissioning Services

1. Verify that all construction issues have been resolved
2. Witness system testing and verification in conjunction with the contractor's startup technicians
 - a. Write functional performance test procedures as necessary for complete testing of all microgrid modes of operation
 - b. Complete tests with contractor and vendors
3. Document any issues to the Village and their contractor
4. Participate in the owner training to ensure the Village understands the system operation and maintenance procedures.
 - a. HGA will also coordinate safety training with battery vendor and village staff, including the fire department.
5. Work with the contractor to adjust battery control as necessary for optimal economic performance

Warranty Review

HGA will continue to be involved in monitoring and verification of the microgrid and battery for the first 6 months after substantial completion. This work will include the following tasks:

1. Remotely monitor the battery performance and functionality monthly
2. Document any issues to the Village and their contractor
3. At the end of the 6 months, provide a summary report identifying any unresolved items and a summary of the microgrid controller and battery's current settings and parameters

Summary of Meetings:

Meeting #	Meeting Name	Location	Participants	Notes
1	Project Kickoff	In-person or virtual	TBD	Staff to determine attendees
2	Design Review	In-person or virtual	TBD	Staff to determine attendees
3	Prebid Site Tour	In-person	HGA, contractors, VoM	
4	Construction site visit 1	In-person	HGA and contractor	
5	Construction site visit 2	In-person	HGA and contractor	
6	System testing witness and verification- 1	In-person	HGA and contractor	
7	System testing witness and verification- 2	In-person	HGA and contractor	
8	Training Participation	In-person	HGA, contractor and VoM	
9	Warranty Visit	In-person	HGA, contractor and VoM	

Professional Service Fees

This Agreement for Professional Services ("Agreement"), effective as of the date signed by the Client below, is between Hammel, Green and Abrahamson, Inc. ("HGA") and Village of McFarland (the "Client").

Compensation to HGA for energy consulting services will be on a Stipulated Sum basis in the following amounts.

- Microgrid Design	\$ 42,000
- Bidding and Construction Administration	\$ 18,000
- Commissioning and Warranty Review	\$ 22,000

Total Fee: \$82,000

This compensation for the Services includes Reimbursable Expenses.



HGA

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