



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, August 18, 2021

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from the July 21, 2021 Meeting
2. Approval of new City of Antigo Hearing Conservation Program
3. Approving Increase in Hourly Pay for Crossing Guards
4. Correct 2020 Carry Forward for Parking Lots from \$69,980 to \$110,919
5. CliftonLarsonAllen LLP Three-Year Pricing Renewal for Audit Services for Years Ending December 31, 2021, 2022, and 2023
6. Ordinance to Establish a Permitting Process for the Installation of Public Art Throughout the Community
7. Option to Lease Agreement with eDF Renewables for a Solar Power Development Project on +/- 54 Acres of City-Owned Property Along Hogan Street South of Highway 64

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Jaime Horswill, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: August 12, 2021

BILL BRANDT



To: Mayor and City Council
From: Julie Zack, Administration & Clerical Assistant
Date: August 18, 2021
Re: Approval of new City of Antigo Hearing Conservation Program

The City of Antigo Hearing Conservation Program has not been updated since 2001 (new sound levels achieved in subsequent years) and at the annual work plan meeting the creation of a new program was an established goal.

Attached is the new 2021 City of Antigo Hearing Conservation Program for your review and approval. If you should have questions I would be happy to answer them.

CITY OF ANTIGO HEARING CONSERVATION PROGRAM



Policy Source: Cities and Villages Mutual Insurance Company

OSHA 29 CFR 1910 Occupational Safety and Health Administration (OSHA) 29 CFR 1910

OSHA 29 CFR 1904.10

Wisconsin Department of Safety and Professional Services Administrative Code SPS 332.15

Original Publication Date: 10/10/2001

Revision Date: 7/28/2021

POLICY

The City of Antigo is committed to providing a safe and healthy work environment for all our employees. In addition, the City of Antigo's goal is to comply with the OSHA standards 29 CFR 1910.95 and 29 CFR 1904.10, incorporated by reference in SPS 332.15 for Public Employee Safety and Health.

PURPOSE

The purpose of this hearing conservation program is to:

- Identify employees whose typical exposure to workplace noise equals or exceeds the action level as set by OSHA, or a level equivalent to a continuous 8-hour exposure to 85 dB(A).
- Identify work areas and tasks in which the sound level is sufficiently high enough to contribute substantially to an exposure at the level described above.
- Reduce workplace exposure to noise through the use of hearing protection devices (ear plugs or ear muffs).
- Annually assess the hearing of employees, in order to detect very early noise-induced hearing loss, so that the progressive loss can be halted.
- Ensure that all employees are trained in the effects of excess noise on human hearing, and that each employee is informed on the correct use of hearing protection devices.

RESPONSIBILITIES

The City of Antigo will designate a program coordinator that is responsible for administering the hearing conservation program. These responsibilities will include:

- Monitoring noise levels in order to determine employee exposure to noise.
- Administering the audiometric testing program.
- Providing annual training for employees.
- Maintaining noise exposure monitoring, audiometric testing and training records.
- Reviewing the effectiveness of the hearing conservation program and making sure that it satisfies the requirements of all applicable federal, state or local hearing conservation requirements.

Employees are responsible for the following aspects of the hearing conservation program:

- Wearing hearing protection in work areas requiring it.

- Knowledge and understanding of the consequences associated with not following City of Antigo policy concerning the proper use of hearing protection.
- Proper care of hearing protection, including proper use, routine care and cleaning, storage, and replacement.

DETERMINATION OF SOUND LEVELS

Noise exposure monitoring will be conducted using the following methods:

- **Area monitoring:** Measuring the noise levels in an area by use of a sound-level meter.
- **Personal monitoring:** Measuring an employee's noise exposure by use of a dosimeter. A dosimeter is worn by an employee in order to evaluate noise levels that the employee is exposed to when doing their job.

***Attachment A contains noise monitoring results conducted on the date indicated. Tasks and/or equipment noted in RED indicated sound levels at or above the "Action Level" of 85 dBA. As such, employees engaging in these tasks and/or equipment require the use of hearing protection. Where employees exposure is at or above 100 dBA for a 8-hour TWA double hearing protection (e.g., ear plugs and muffs) is required. More information can be found in the "Hearing Protection" section of this policy.**

AUDIOMETRIC TESTING

The purpose of audiometric testing is to figure out each employee's hearing threshold by determining the employee's response to noise at several frequencies. The initial audiogram will be used as a baseline measurement to which all subsequent audiograms will be compared. Audiometric testing will be completed annually for all employees whose exposures equal or exceed an 8-hour TWA of 85 dBA.

The audiometric testing will be performed at no cost to the employee.

During the 14 hours prior to the testing, the employees shall refrain from any noisy work or non-work exposures.

The annual audiogram will be compared to the baseline audiogram to determine if the audiogram is valid and if a standard threshold shift (STS) has occurred. An STS is defined as the average hearing loss of 10 dB or more at the tested frequencies of 2,000, 3,000 and 4,000 Hz in either ear.

If an audiogram shows an employee has a STS, the employee may be retested within 30 days to determine if the shift is persistent.

The following steps will be taken if a comparison of the baseline audiogram indicates a persistent standard threshold shift.

1. Employees not using hearing protection will be trained, fitted, and required to use hearing protectors per city policy.
2. Employees already using hearing protectors will be retrained, refitted, and required to use hearing protectors.
3. Written notification of the permanent STS will be given to the employee within 21 days with a copy to the supervisor.
4. The employee will be counseled on the need to use hearing protection and provided further clinical evaluation if necessary.

Evaluation of the results of the audiograms will be performed by the testing agency. The City of Antigo will follow all recommendations made for each employee by the tester.

If the results of the audiogram demonstrate an STS, the City of Antigo reserves the right to conduct a second audiogram within 30 days and consider these results as the annual audiogram.

HEARING PROTECTION

Employees included in the hearing conservation program will be provided with hearing protection as follows:

- Hearing protection will be provided at no cost to employees
- Employees will be able to select their hearing protection from a variety of suitable hearing protectors
- Employees will receive training in the use and care of hearing protection
- The use of hearing protection will be required for employees who have not yet had a baseline audiogram, who have experienced an STS, or whose exposures exceed an 8-hour TWA of 90 dBA.

TRAINING

Employees included in the hearing conservation program will receive the following annual training:

- The effects of noise on the human ear and hearing
- The purpose of hearing protection, including the advantages and disadvantages of various types of hearing protection
- The proper selection, fitting, use and care of hearing protection
- The purpose and value of noise exposure monitoring and audiometric testing and a summary of the procedures
- The company's and employees' respective tasks for maintaining noise controls

RECORDKEEPING

The City of Antigo program coordinator will maintain records pertaining to the hearing conservation program in a confidential manner. Any requests for records should be directed to him or her. The program coordinator will keep the following records:

- Noise exposure monitoring results
- Audiometric testing records
- Training records

DRAFT 7-29-2021

Policy Source:

- Cities and Villages Mutual Insurance Company
- Occupational Safety and Health Administration (OSHA) 29 CFR 1910.
- OSHA 29 CFR 1904.10
- Wisconsin Department of Safety and Professional Services (SPS) Administrative Code SPS 332.15

Reviews:

Policy reviewed by Ben Rank, OHST, ARM, Loss Control Specialist, Cities and Villages Mutual Insurance-Date: 2-3-2021

Policy reviewed by Department Heads-5-25-2021

Policy reviewed by Mike Winter-5-26-2021

Policy reviewed by Finance, Personnel & Legislative Committee-Date:8-18-2021 (**Tentative Date**)

Policy approved by Council-Resolution No.: 9-8-2021 (**Tentative date**)

DOCUMENTATION OF TESTING AND DATES IS AVAILABLE FOR REVIEW BY CONTACTING PROGRAM COORDINATOR.

**HEARING CONSERVATION PROGRAM
NOISE EXPOSURE MEASUREMENT EVALUATION REPORT
PARK, RECREATION AND CEMETERY DEPARTMENT**

AREA/EQUIPMENT	dBA Level	Remarks/Notes	Date
John Deere 300 x Tractor #15	81	Idle in Cab	7/30/2019
John Deere 300 x Tractor #16	87	Full RPM in Cab	7/30/2019
Hustler Zero Turn Mower	78	Operator Position-Ear level at idle	7/30/2019
Hustler Zero Turn Mower	97	Operator Position-Ear level-Full RPM with blades	7/30/2019
Gravely Zero Turn Mower	80	Operator Position-Ear level at idle	7/30/2019
Gravely Zero Turn Mower	95	Operator Position-Ear level-Full RPM with blades	7/30/2019
Hustler Mower #8	80	Operator Position-Ear level at idle	7/30/2019
Hustler Mower #8	97	Operator Position-Ear level-Full RPM with blades	7/30/2019
Toro Groundmaster Mower #17	81	Operator Position-Ear level at idle	7/30/2019
Toro Groundmaster Mower #17	93	Operator Position-Ear level-Full RPM with blades	7/30/2019
John Deere X750 Riding Mower-#4	77	Operator Position-Ear level at idle	7/28/2021
John Deere X750 Riding Mower-#4	98	Operator Position-Ear level-Full RPM with blades	7/28/2021
Husky 268 Professional Chainsaw	90	Idle Ear Level	7/30/2019
Husky 268 Professional Chainsaw	107	Full RPM at ear level	7/30/2019
Stihl Weed Whip FS56RC	79	Idle Ear Level	7/30/2019
Stihl Weed Whip FS56RC	92	Full RPM at ear level	7/30/2019
Stihl Backpack Blower BR550	87	Idle-ear level	7/30/2019
Stihl Backpack Blower BR550	100	Full RPM at ear level	7/30/2019
Mahindra 1000 XTV	89	Driving with door off at 25 MPH	7/28/2021
Mahindra 2555 Tractor	82	Idle outside of vehicle	7/28/2021
Mahindra 2555 Tractor	97	Max RPM outside of vehicle	7/28/2021
Mahindra 2555 Tractor	73	Idle inside cab windows/doors closed	7/28/2021
Mahindra 2555 Tractor	87	Max RPM inside cab windows/doors closed	7/28/2021
Kubota Zero Turn Mower ZD1021	81	Idle operator position	7/28/2021
Kubota Zero Turn Mower ZD1021	97	Max RPM operator position with blades running	7/28/2021
Hustler Zero Turn Mower-#12	79	Idle operator position	7/28/2021
Hustler Zero Turn Mower-#12	97	Max RPM operator position with blades running	7/28/2021
New Holland Tractor Boomer 45	79	Idle outside of vehicle	7/28/2021
New Holland Tractor Boomer 45	98	Max RPM outside of vehicle	7/28/2021
New Holland Tractor Boomer 45	68	Idle inside cab windows/doors closed	7/28/2021
New Holland Tractor Boomer 45	86	Max RPM inside cab windows/doors closed	7/28/2021
Karcher Hot Pressure Washer	92	Washing with blower running	7/28/2021

**HEARING CONSERVATION PROGRAM
NOISE EXPOSURE MEASUREMENT EVALUATION REPORT
STREET DEPARTMENT**

AREA/EQUIPMENT	dBA Level	Remarks/Notes	Date
Tymco Sweeper #1028	103	Truck sweeping outside of vehicle-ground level	7/30/2019
Tymco Sweeper #1028	86	Inside cab winsdows down full RPM ear level	7/30/2019
Vactor Sewer Truck #6004	101	Max RPM operator position jetting-ear level	7/30/2019
Vactor Sewer Truck #6004	89	Normal RPM operator position jetting -ear level	7/30/2019
Vactor Sewer Truck #6004	115	Side of truck near power unit	7/30/2019
Sweeper #1038	102	Truck sweeping outside of vehicle-ground level	7/30/2019
Sweeper #1038	92	Inside cab windows down "sand mode" -ear level	7/30/2019
Sweeper #1038	88	Inside cab windows down "leaf mode"-ear level	7/30/2019
Massey Ferguson Tractor #4608	83	Full RPM inside cab operator position	7/30/2019
Jonsered CS2171 Chainsaw	90	Idle-ear level	7/30/2021
Jonsered CS2171 Chainsaw	112	Full RPM-ear level	7/30/2021
Makita Backpack Blower-EB7650TH	83	Idle-ear level	7/30/2021
Makita Backpack Blower-EB7650TH	101	Full RPM-ear level	7/30/2021
Stihl Power Broom	80	Idle-ear level	7/30/2021
Stihl Power Broom	93	Full RPM-ear level	7/30/2021
Volvo Loader HO97	62	Idle windows up-ear level	7/30/2021
Volvo Loader HO97	67	Full RPM windows up-ear level	7/30/2021
2015 New Holland Skid Steer	73	Idle inside cab windows up	7/30/2021
2015 New Holland Skid Steer	81	Full RPM inside cab windows up	7/30/2021
#35 Tandem Dump Truck	62	Idle inside cab windows up	7/30/2021
#35 Tandem Dump Truck	67	Full RPM inside cab windows up	7/30/2021
Volvo Loader L45G	65	Idle inside cab windows up	7/30/2021
Volvo Loader L45G	67	Full RPM inside cab windows up	7/30/2021
New Holland Backhoe W3005	79	Idle inside cab windows up	7/30/2021
New Holland Backhoe W3005	86	Full RPM inside cab windows up	7/30/2021
#9 Tandem Dump Truck	74	Inside cab windows up	7/30/2021
#9 Tandem Dump Truck	84	Operating RPM inside cab windows up	7/30/2021
#40 John Deere Backhoe	75	Idle in cab windows down	7/30/2021
#40 John Deere Backhoe	85	Full RPM inside cab windows down	7/30/2021
Ventreac 4500 Z Tractor	81	Idle outside of vehicle	7/28/2021
Ventreac 4500 Z Tractor	93	Max RPM outside of vehicle	7/28/2021
Ventreac 4500 Z Tractor	80	Idle inside cab windows/door closed	7/28/2021
Ventreac 4500 Z Tractor	95	Max RPM inside cab windows/door closed	7/28/2021

**HEARING CONSERVATION PROGRAM
NOISE EXPOSURE MEASUREMENT EVALUATION REPORT
FIRE DEPARTMENT**

AREA/EQUIPMENT	dBA Level	Remarks/Notes	Date
Engine #1	127	Siren front of vehicle outside of cab	7/30/2019
Engine #1	128	Siren front of vehicle with horn blast outside of cab	7/30/2019
Engine #1	95	Inside cab-drivers seat with windows up siren active	7/30/2019
Jaws of Life-Honda #3	88	Full RPM	7/30/2019
Husky 371 Chainsaw	96	Idle-ear level	7/30/2019
Husky 371 Chainsaw	109	Full RPM-ear level	7/30/2019
Diesel Generator	103	Full RPM next to truck	7/30/2019
SCBA PASS Device	101	Activated	7/30/2019
SCBA	93	Low air alarm	7/30/2019
Med Unit #3	122	Siren-front of vehicle outside of cab	7/30/2019
Med Unit #3	126	Siren-front of vehicle with horn blast outside cab	7/30/2019
Med Unit #3	83	Inside cab-drivers seat with windows up siren active	7/30/2019
SCBA Bottle Fill Compressor	84	Full RPM	7/30/2019
Fire Ladder Truck #1	117	Siren outside of vehicle	7/28/2021
Fire Ladder Truck #1	120	Air horn outside of vehicle	7/28/2021
Fire Ladder Truck #1	86	In cab windows up-sirens	7/28/2021
Fire Ladder Truck #1	88	In cab windows up-sirens and air horn	7/28/2021
Fire Supervac Electric Positive Pressure Fan	90	Full RPM	7/28/2021

**HEARING CONSERVATION PROGRAM
NOISE EXPOSURE MEASUREMENT EVALUATION REPORT
POLICE DEPARTMENT**

AREA/EQUIPMENT	dBA Level	Remarks/Notes	Date
Glock .40 caliber handgun	106	City Outdoor Range-ear level	7/30/2019
Smith and Wesson M & P 15-.223 caliber	109	City Outdoor Range-ear level	7/30/2019
Remington Model 700 .308 caliber	107	City Outdoor Range-ear level	7/30/2019
2017 Ford Explorer-Squad #2	118	Front of vehicle outside-wail siren	7/30/2019
2017 Ford Explorer-Squad #2	81	In cab-wail siren-ear level driver window up	7/30/2019
2017 Ford Explorer-Squad #2	114	Front of vehicle outside-yelp siren	7/30/2019
2017 Ford Explorer-Squad #2	78	In cab-yelp siren-ear level driver window up	7/30/2019
2020 Ford F150 Responder-Squad #2	119	Outside of vehicle with sirens	7/28/2021
2020 Ford F150 Responder-Squad #2	80	Inside vehicle with sirens-windows up	7/28/2021

HEARING CONSERVATION PROGRAM NOISE EXPOSURE MEASUREMENT EVALUATION REPORT PUBLIC LIBRARY			
AREA/EQUIPMENT	dBA Level	Remarks/Notes	Date
Cub Cadet Two-Stage Snow Blower	85	Idle Operator Position	7/28/2021
Cub Cadet Two-Stage Snow Blower	91	Max RPM Operator Position	7/28/2021
Cub Cadet Push Lawn Mower	90	Operator Position	7/28/2021



ANTIGO POLICE DEPARTMENT

ERIC ROLLER
CHIEF OF POLICE & DIRECTOR OF PUBLIC SAFETY
EROLLER@ANTIGO-CITY.ORG

August 10, 2021

Finance, Personnel, and Legislative Committee

RE: Crossing guard pay increase

Dear Committee Members;

I am looking to increase the crossing guard wages effective with the start of the 2021-2022 school year in September of 2021.

Currently I have three crossing guards that work three different crossings in the City of Antigo for one hour each morning and one hour each afternoon of all school days.

The Three crossing guards have combined years of service to the City of Antigo in their positions of 23 years.

The crossing guard's rate of pay is \$12.77 per hour and I would like to increase that to \$15.00 per hour.

I believe the crossing guards play a vital role in safely crossing the students to and from school and have been extremely reliable to the Antigo Police Department.

Thank you;

Eric J. Roller
Director of Public Safety

Attachment: Crossing guards pay increase (4087 : Crossing Guard Pay)



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: August 18, 2021
Re: Correct 2020 Carry Forward for Parking Lots from \$69,980 to \$110,919

Resolution #124-20 was approved on December 9, 2020 for the 2020 carry forwards in to the 2021 budget. While working on these recently I realized there is an error in the amount of the CIP-Parking Lots carry forward amount. Approval was given for \$69,980 which was actually the amount expended in 2020 not the remaining balance.

I am asking for approval to carry forward \$110,919 which is the actual remaining balance from 2020 to 2021. If this is approved, a resolution will be forwarded to Council.

I apologize if there is any confusion. If you have any questions, please feel free to contact me.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: August 18, 2021
Re: CliftonLarsonAllen LLP Three-Year Pricing Renewal for Audit Services for Years Ending December 31, 2021, 2022, and 2023

CliftonLarsonAllen LLP has provided a proposal to extend auditing services for the audit years of 2021, 2022, and 2023. I have attached the breakdown of the charges for each of the three years. These fees are a not to exceed price as it always depends on how much work they need to complete the financial statement and the Public Service Commission report. The total audit fee went down slightly from previous years but we have also had to add a single audit. We will only be charged the single audit fee if we are required to have one completed.

We do have to have a single audit for the year ending 2020 which is being compiled now. We will also have to have one for the year ending 2021. Beyond that I am not sure if we will be required to so the fee would not apply for those years.

The City is required to complete a single audit in any fiscal year that more than \$750,000 in federal funds are expended. Because we have been so successful in receiving grants last year and this year, this is required. Although it costs more in audit fees, we have been very fortunate to receive grants to get projects done.

If approved, a resolution will need to be forwarded to Council. Should you have any questions, please feel free to contact me.



August 9, 2021

Kaye Matucheski, Clerk-Treasurer/Finance Director
 City of Antigo
 700 Edison Street
 Antigo, WI 54409

Dear Kaye:

Thank you for allowing us the opportunity to again propose on your auditing services. We are excited about this opportunity to continue providing services to your organization. Below is a summary of the services and the proposed fee. If you have any questions about our offerings, please do not hesitate to contact me at 920-455-4132 or email at scott.sternhagen@CLAAconnect.com

Fees for professional services

Our fees are based on the timely delivery of the services provided, and the experience of personnel assigned to the engagement. Based on past work with you, we propose our fees will not exceed the following for the years ending December 31, 2021, 2022, and 2023 –

Services	2021	2022	2023
Perform an audit of the financial statements for the City	\$21,000	\$21,800	\$22,400
Water Utility	\$5,000	\$5,000	\$5,100
Sewer Utility	\$2,500	\$2,500	\$2,500
Stormwater Utility	\$2,000	\$2,000	\$2,000
Tax Incremental Districts (in total)	\$2,500	\$2,500	\$2,500
Total Audit Fee	\$33,000	\$33,800	\$34,500
Single Audit (if required)	\$6,500	\$6,500	\$6,700
Technology and Client Support Fee (5%)*	\$1,975	\$2,015	\$2,060

**Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around fees, and we will continue to be transparent with our fee structure.*

These fees include professional fees and expenses.

Our fees do not anticipate unusual or unforeseen circumstances. Before the scope of our work is changed for any unanticipated circumstances or events, we will inform you of the change and related change in fee.

CLA has a very open fee philosophy with our clients, and will work with you to establish a mutually acceptable fee arrangement for any future or special project engagements. We reiterate our strong interest in continuing to provide you the quality of service and support that will help you achieve your goals. If at any time you have a question concerning our services or fees, please call it to our attention so that we can discuss it.

Sincerely,

CliftonLarsonAllen LLP



Scott Sternhagen, CPA, Principal

Attachment: Three Year Pricing for CLA 21 22 23 (4090 : Auditor Three-Year Pricing Renewal)



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: August 18, 2021
Re: Ordinance to Establish a Permitting Process for the Installation of Public Art
Throughout the Community

The City Attorney, Mike Winter, and Director of Administrative Services, Mark Desotell, have been discussing a permitting process that will allow for and encourage the installation of public art throughout the community. There are a few art projects already completed. In order to keep uniformity to the art and protect the interest of the City, establishing an ordinance to set guidelines is recommended. A copy of the proposed ordinance is attached for your review.

Should you have any questions, please contact Mark Desotell or me.

ORDINANCE NO. _____
Public Arts Permits

Section 1	Purpose
Section 2	Definitions
Section 3	Eligibility Criteria
Section 4	Location Criteria
Section 5	Program Criteria
Section 6	Maintenance Criteria
Section 7	Permit Application
Section 8	Permit Review Process
Section 9	Effects of Denial of Permit
Section 10	Time Limits on Completion
Section 11	Termination or Revocation of an Approved Permit

Section 1 - Purpose

To establish a permitting process that will allow for and encourage the installation of Public Art throughout the community. Art contributes to livable, aesthetically pleasing and pedestrian friendly streetscapes. The experience of public art makes a space seem more welcoming. It helps a community remember its past, honor an ideal, and express its values and concerns to future generations. Public art makes a community more livable and more visually stimulating.

Specific goals of Public Art are to:

- 1) Enhance the City's sense of place in the region by providing unique artwork throughout the community in a manner unlike any other place in the area
- 2) Celebrate the City's history and cultural spirit and identity through the creation of art that is accessible to the public
- 3) Create a recognizable icon
- 4) Enhance the appearance and livability of public spaces, through the placement of site-specific art projects that respond to the natural and built landscape
- 5) Enliven public spaces
- 6) Enhance overall quality and identity of the place and/or building
- 7) Strengthen community identity, spirit and collective cultural experience through the placement of public art throughout the City
- 8) Allow local and regional artists to share their creations with the community
- 9) Stimulate the economic success of businesses
- 10) Attract visitors and leave them with a positive impression and a desire to return
- 11) Create a more livable community by linking arts and everyday life with the objective of making Antigo the place of choice to live, work, recreate and raise a family

Public Art should be designed to complement the visual experience of those who live, work or visit the City of Antigo. In addition, the placement of Public Art throughout Antigo will contribute to the City's economic draw and be an on-going educational tool and tourism draw for

the community. By virtue of the effort, the community should become a richer place for residents and visitors.

Through the permitting process, the City is able to (1) ensure that community objectives of Public Art are achieved, (2) address any public health, safety, and welfare concerns that may arise relative to the art media or locations proposed, and (3) verify that public access and long-term maintenance issues are addressed.

Section 2 - Definitions

- a. **Artist:** For the purpose of this Chapter "Artist" means an individual generally recognized by peers as a practitioner of the visual arts as judged by the quality of that practitioner's body of work, educational background, experience, past public commissions, and production of artwork. It also may include students or youth who are creating Public Art under the direct supervision of practicing artist/art teacher.
- b. **Alterations:** includes any change to a permitted Public Art, including but not limited to any change to the image(s), materials, colors, or size of the Public Art, "Alteration" does not include naturally occurring changes caused by exposure to the elements or the passage of time. Minor changes that result from the maintenance or repair of the Public Art shall not constitute "alteration." Such minor changes may include slight and unintended deviations from the original image, colors, or materials that occur when the Art piece is repaired due to the passage of time or as a result of vandalism.
- c. **Project Initiation Date:** For the purposes of this Section, "Project Initiation Date" shall be defined as the date on which the first art piece included in the permitted Public Art Project is fully or partially installed on a site.
- d. **Public Art:** Includes works of art in any media that have been planned and executed with the specific intention of being sited or staged in or have the ability to be viewed from the physical public domain, usually outside and accessible to all. Public art includes all forms of visual art originally created by an Artist or under the Artist's direction, whether contemporary or traditional in style that is located outdoors and is visible to the general public. Works of Public Art to be placed in the community may include:
 - 1) **Sculpture and Kinetic Art:** free-standing, wall supported or suspended; in any appropriate material or combination of materials.
 - 2) **Murals and Paintings:** in any appropriate material or variety of materials, with or without collage.
 - 3) **Mosaics:** including tiled composites on walkway, street furniture and wall surfaces.
 - 4) **Water features:** including fountains, waterfalls and decorative pools.

- 5) Earthworks: environmental works in appropriate outdoor sites.
- 6) Glass: including but not limited to ceramics, and lighted glass including neon and plastic.
- 7) Functional Art: including decorative furnishings or fixtures, but not limited to gates, railings, streetlights or seating, if created or decorated by artists as unique elements.

To be considered "Public Art" the art must be located either upon public property or upon private property for which an agreement to which the City is a party is secured and authorizes the "Public Art" subject to the conditions included in the agreement. Whether it is on public or private property "Public Art" must be freely accessed by the general public during the normal hours of operation of the premises upon which the art is located.

- e. Sponsor (also referred to as Applicant): For the purpose of this Chapter the "Sponsor" shall be any person, firm, corporation or association who applies for and secures a Public Art permit for the purpose of install Public Art as provided for in this Chapter. The Sponsor shall be responsible for ensuring compliance with all requirements and obligation of the permit including but not limited to obligations relating to maintenance of the Public Art and its removal if a permit is revoked or terminated. The Sponsor shall be a party to any and all agreement(s) provided herein.

Section 3 - Eligibility Criteria

- a. All Public Art projects must be reviewed by the Public Art Committee and approved by the Common Council. The following factors are to be considered in approving "Public Art":
 - 1) Achievement of the goals of Public Art.
 - 2) The appropriateness of the location for Public Art.
 - 3) The originality and/or aesthetic quality of the work.
 - 4) The appropriateness of the art media selected for the location.
 - 5) Appropriateness of the work, including theme and size, to a chosen location, including scale of artwork to the site and obstacles of the site.
 - 6) The subject matter is consistent with the goals of Public Art and appropriate for the proposed location.
 - 7) The artist has demonstrated in the design, aesthetic and functional coordination with the architecture of the building/buildings, streetscape and/or landscape.

- 8) The proposed maintenance plan and funding level is consistent with "best practices" relative to the type of art media proposed.
- 9) The sponsor of the program has secured the right to locate the Public Art on either public or private property as evidenced by a written agreement that may be subject to successful completion of this approval process.
- 10) Public Art shall also be subject to the provisions of the applicable sections of the zoning code and any other ordinance that regulates signs and land use including any applicable overlay districts.
- 11) The Public Art Committee shall be comprised of the following:
 - a. Two members of the Antigo Visual Arts
 - b. Langlade County Economic Development Corporation Director
 - c. Two members designated by the Mayor of the City of Antigo
 - d. One member of Antigo First
 - e. The Antigo City Attorney

Section 4 - Public Art Location Criteria

- a. Display of Public Art throughout the City is encouraged. There may however be areas that are not appropriate for an art display. The following criteria will be considered in determining whether a proposed location for Public Art should be approved:
 - 1) Visibility and public access
 - 2) Public safety
 - 3) Interior and/or exterior traffic patterns
 - 4) Relationship of art to the site's existing or future architectural or natural features
 - 5) Function and uses of the facility or site
 - 6) Future development plans for the area which may affect the public art project
 - 7) Relationship of the proposed work to existing works of art or design elements within the site's vicinity
 - 8) Social or cultural context of the proposed artwork relative to the site and its surrounding environment

- b. When public art display is considered for a particular site, consideration will also be given as to whether or not public art in such a location has the potential to:
- 1) Express the values, diversity and character of the neighborhood
 - 2) Illustrate the cultural heritage or built heritage or other unique qualities inherent to the site, neighborhood, area or community (such as existing/lost landmarks)
 - 3) Recognize the unique natural settings of shoreline, prairie and wetland present in the City
 - 4) Reinforce spatial networks that link one neighborhood to another
 - 5) Enrich the visitor's experience of the place
 - 6) Enhance the pedestrian experience
 - 7) Inspire new ways of looking at the community
 - 8) Reveal aspects of the social, historical, physical or commercial context of the site, neighborhood, area or community
 - 9) Add to the attractiveness, and therefore, inherent value of the site or area

Section 5 - Public Art Program Criteria

- a. A Public Art Project once approved cannot be altered, as further clarified below, unless an amendment recommended by the Public Art Committee is approved by the Common Council. Additionally Public Art, once approved, shall:
- 1) not, if attached to a building,
 - a. exceed the height of the structure by more than 10 feet
 - b. extend more than six inches from the building facade
 - c. cover windows, doors, vents or other architectural elements such as cornices and pilasters
 - 2) not contain changing images (moving structural elements, flashing or sequential lights, lighting elements, or other automated methods that result in movement, the appearance of movement, or change of mural image or message, not including static illumination turned off and back on not more than once every 24 hours).

- 3) not provide for any compensation from the artist or the City to the property owner. Compensation is herein defined as the exchange of something of value, including, but not limited to money, securities, a real property interest, the barter of goods or services, the promise of future payment, or the forbearance of debt, and is given to or received by said property owner, or a lease holder with the right to possession of the wall upon which the public art is to be placed, for the display of the public art, or for the right to place the public art on the property. The applicant shall certify in the registration application that no compensation for the display of the Public Art or the right to place the Public Art on the property will be given to or received by the property owner or lease holder). (However, nothing herein contained is intended to limit or prohibit the compensation of the artist.)
- 4) not contain any brand name, product name, or abbreviation of the name of any product, company, profession or business, or any logo, trademark, trade name or other commercial message, with the exception of Public Art that is being created to capture "events" (which may include places, businesses, products, people) of historic value or significance to the Antigo area, except as otherwise approved by the Common Council.
- 5) remain intact for a minimum of five years subject to the following exceptions:
 - a. mutual agreement of the property owners, City, sponsor and artist
 - b. the property on which the mural is located is sold and the new owner has requested that the agreement be terminated; or
 - c. the structure or property is substantially remodeled or altered in a way that precludes continuance of the Public Art
 - d. destroyed by vandalism, fire, flood, terrorism, or other natural or manmade disasters beyond the property owners control

Section 6 - Public Art Maintenance Criteria

- a. Except as otherwise provided for in a written agreement, the sponsor of the project shall retain responsibility for maintenance and regular upkeep of the approved Public Art per the maintenance plan reviewed and approved in conjunction with the approval of the Public Art Project. Where appropriate the maintenance plan for the Public Art shall provide for the treatment of the art with an anti-graffiti coating. If, for any reason, a Public Art piece is removed, destroyed, or has deteriorated, the owner on which the Art is located is responsible for removal except as otherwise provided in a written agreement.

Section 7 - Permit application process

- a. A Public Art permit must be secured for all Public Art installations. No fee shall be charged for this permit. If the installation is not completed per the approved plan, re-inspection fees shall apply.
- b. Application for a permit for Public Art must be completed by the sponsoring person, partnership, corporation, limited liability company or other entity and submitted to the Buildings Inspector/Zoning Administrator and shall include the following information:
 - 1) Completed City application form for a Public Arts permit
 - 2) Project information on the program including each location (including alternate locations if any). A dimensioned sketch for each location identifying the boundaries within which the Public Art element is to be located. Pictures depicting the relationship of the Public Art element to adjacent buildings and spaces.
 - 3) The overall theme of the Public Art Project and, if applicable, a listing of the specific topics (including alternates if any) that will be addressed in the individual Public Art elements of the project
 - 4) Information on the materials to be utilized for the project and the durability of these materials.
 - 5) Maintenance plan which plan shall include evidence of available funds or a funding source to cover the cost of the maintenance plan as proposed
 - 6) Acknowledgement that agreements must be secured for each location at which Public Art is to be located which agreements shall, at minimum, provide rights to the program sponsor to access the property for maintenance purposes and require the owner of the property to commit to maintaining the Public Art element on the property for a minimum of five (5) years except as otherwise provided for in this Chapter

Section 8 - Permit review process

- a. Once submitted a Public Art permit application shall be reviewed by the Building Inspector/Zoning Administrator as follows:
 - 1) The Building Inspector/Zoning Administrator shall determine whether the application is complete and whether the proposed project meets the eligibility criteria to be considered a Public Art project. If the Building Inspector/Zoning Administrator determines that the application is not complete or does not fulfill the eligibility criteria to be considered Public Art, it shall be returned to the Applicant. If the Building Inspector/Zoning Administrator determines that the application is complete, the applicant will be notified accordingly.

- 2) Upon notifying the Applicant that their application is complete the Building Inspector/Zoning Administrator shall review the application and evaluate and comment on whether the Public Art Project as proposed meets the criteria established under the program
- 3) Upon completion of the review, the Building Inspector/Zoning Administrator shall then submit the application to the Plan Commission for review and recommendation to the Common Council as to whether the Public Art Permit should be issued.

b. Plan Commission Review and Recommendation

- 1) The Plan Commission shall consider the application at a regular or special meeting open to the public. The Public Art Project Sponsor shall be in attendance to present a summary of the proposal and to answer questions that may arise at the meeting.
- 2) The Plan Commission shall consider the effectiveness of the proposed Public Art Project in meeting the objectives of and criteria for the program and the effect of the proposed project on the health, safety, morals, and general welfare of the surrounding areas and the overall community. The Plan Commission may request further information and/or additional reports from the Building Inspector/Zoning Administrator and/or the Sponsor to be considered at a subsequent meeting.

c. Common Council Review and Consideration

- 1) The Common Council shall consider the Public Art Application following the recommendation from the Plan Commission.
- 2) The Common Council shall consider the Plan Commission's recommendation regarding the proposed Public Art project. The Council may request further information and/or additional reports from the Plan Commission, the Building and Zoning Administrator, and/or the Applicant. The Common Council shall also consider the effectiveness of the proposed Public Art Project in meeting the objectives of and criteria for the program and the effect of the proposed project on the health, safety, morals, and general welfare of the surrounding areas and the overall community.
- 3) The Common Council, in the permitting of a Public Art Project, may impose, in addition to the standards and requirements expressly specified by the Municipal Code, additional conditions which the Common Council considers necessary to protect the best interests of the surrounding area or the City as a whole.
- 4) The Common Council may approve the Public Art Permit application as originally proposed, may approve the application with modifications (per the recommendations of the Building Inspector/Zoning Administrator, the Plan Commission, authorized outside experts, or its own members), or may deny approval of the application.

Section 9 - Effect of Denial

No application which has been denied (either wholly or in part) shall be resubmitted for a period of twelve (12) months from the date of said order of denial, except if new information is submitted to the Building Inspector/Zoning Administrator sufficient to change his recommendation, or, the proof of a change of factors used to deny said application, is found to be valid by the Building Inspector/Zoning Administrator.

Section 10 - Time Limits on Completion

Once a permit for a Public Arts project has been approved, this project, unless an extension is granted by formal action of the Common Council, must commence ("Project Initiation Date") within 180 days of said approval of the permit by the Common Council, and shall be completed within 365 days of the project initiation date. The failure to initiate or complete the project within the periods set forth herein shall automatically constitute a revocation of the Public Art permit.

Section 11- Termination or Revocation of an Approved Permit

- a. Any Public Art Project found not to be in compliance with the terms of this Title and/or the conditions under which a permit for the project was issued under this Title shall be considered in Violation of this Title and shall be subject to the penalties set forth under the General Penalty Provisions of the City Code. A Public Art Permit may be revoked for such a violation by majority vote of the Common Council.
- b. Public Art created or installed under a Public Art permit that has been terminated or revoked must be removed by the sponsor and/or property owner within 60 days of the date of the notice to remove, or sooner based upon a finding by the Common Council that it is a detriment to the public health, safety, or welfare. If said Public Art is not removed within the time period provided in the notice, the City shall have the right, but not the obligation, to either remove or contract for the removal of the non-permitted Public Art media and shall bill the property owner, or sponsor, for all costs incurred in taking this action. Any costs incurred shall be in addition to the penalties set forth in the General Penalty Provisions.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: August 18, 2021
Re: Option to Lease Agreement with eDF Renewables for a Solar Power Development Project on +/- 54 Acres of City-Owned Property Along Hogan Street South of Highway 64

City Council authorized the selection of eDF Renewables for a proposed 54-acre solar power development on vacant City-owned property located along Hogan Street at their June 2021 meeting. Subsequent to the passage of Resolution #65-21 (memorializing Council's selection of a solar developer) we have been working with eDF Renewables on an Option-to-Lease Agreement.

Once the option agreement is advanced through Committee/Council action then eDF Renewables will be able to begin negotiations with WE Energies for the potential sale of the solar energy investment through the electrical grid system's transfer station located immediately north of Highway 64 and the proposed project.

The Option-to-Lease Agreement will allow for the negotiations along with any required agency approvals to advance over the next few years and if successful a Lease/Developer's Agreement in final form will need to be developed for endorsement by the parties.

Mike Winter's office reviewed the proposed Option-to-Lease Agreement assuring that the parameters defined in eDF's Request for Proposal response as advanced by Council in June is in concurrence with the document being reviewed tonight. Additionally, any language in the Option-to-Lease document not addressed by the RFP process and added by eDF Renewables has also been reviewed to assure that the best interests of the City are maintained.

The document in your packets is a "progress version" indicating areas that have been reviewed by the City and developer with mutually agreeable language developed. Some areas remain under discussion at this time and any changes that occur prior to the August FP&L meeting date will be updated and provided for your consideration.

It is my recommendation that the Option-to-Lease agreement be advanced by the FP&L Committee with any pending revisions to be mitigated at least one-week prior to the September Council meeting so that the final recommended version can be considered.

As a courtesy, a 1-page summary of the original RFP response from eDF Renewables is included in your packet to familiarize you with the basic project scope. A map is also included to remind the Committee of the project location.



COVER PAGE

OPTION TO LEASE AGREEMENT

Agreement:	This Option to Lease Agreement between Option Holder and Optionor	
Effective Date:	_____ 2021	
Parties:		
Optionor or Landlord:	Legal Name(s): <u>City of Antigo Wisconsin</u> Address: <u>700 Edison Street, Antigo, Wisconsin 54409</u> Phone: <u>715-623-3633</u> Email: <u>mdesotell@antigo-city.org</u> Multiple persons shall be referred to as a single "Optionor" and all such persons shall be bound jointly and severally hereby.	
Option Holder or Tenant:	EDF Renewables Distributed Solutions, Inc.. ("EDF RE") 5 Commerce Avenue, West Lebanon, NH 03784	
Subject Property:	Address: <u>1410 Hogan Street, Antigo, WI 54409</u> Description: <u>54 total acres, Parcel IDs: 2012915.005; 2012915; 2012896.001; 2012896.002; 2012895.001; 2012894; 2012893.001</u> <u>Include - Total Acres; Parcel ID; Deed Book & Page; Other</u> The Subject Property is depicted or described on <u>Exhibit A</u> .	
Leased Premises or Premises:	Up to a 54-acre portion of the Subject Property, with the precise size and location of such portion to be determined by agreement of the Parties after due diligence	
Option:	An exclusive option to lease the Leased Premises , exercisable by Option Holder's delivery to Optionor of written notice of exercise on or before the Termination Date	
Option Payments and Due Dates:	Option Payment:	Due Date:
	\$1,000.00	The 10 th business day after the later of: (x) the Effective Date or (y) the date on which Optionor countersigns this Agreement and delivers an IRS Form W-9 to Option Holder
	\$1,000.00	September 8, 2022
	\$1,000.00	September 8, 2022
Termination Date:	The earliest to occur of the following: A. the date that Optionor and Option Holder (or its assign) execute and deliver a Lease (defined below); B. the date on which Option Holder delivers to Optionor a written notice terminating this Agreement; C. the date immediately following a Due Date if, the Option Payment due on such Due Date is not paid; D. the anniversary (one year after) the last Due Date set forth above.	
Option Term:	The period beginning on the Effective Date and ending on the Termination Date.	
Terms and Conditions:	The Terms and Conditions attached as <u>Exhibit B</u> , are incorporated into and made part of this Agreement.	

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Optionor

Option to Lease Agreement (09032019)

Signature Page follows.

Attachment: DRAFT Offer-to-Purchase Agreement for August 2021 FP&L Review (4022 : Option to Lease Agreement with EDF Renewables for



SIGNATURE PAGE TO OPTION TO LEASE AGREEMENT

In consideration of the Option Payment(s) and the mutual covenants and other good and valuable consideration set forth in this Agreement, Optionor and Option Holder agree to perform this Agreement in accordance with its terms, including the description of the Subject Property set forth on **Exhibit A** and the Terms and Conditions set forth in **Exhibit B**.

IN WITNESS WHEREOF, and intending to be bound in accordance with this Agreement, Optionor and Option Holder are executing and delivering this Agreement as of the Effective Date.

Name of Optionor

EDF Renewables Distributed Solutions, Inc.

By: _____
Name: _____
Title: _____
Duly Authorized

By: _____
Name: _____
Title: _____
Duly Authorized

Name of Optionor

By: _____
Name: _____
Title: _____
Duly Authorized



EXHIBIT A

Subject Property

The address of the Subject Property is: 1410 Hogan Street, Antigo, WI 54409

The Subject Property is further described as: 54 Total Acres, Parcel IDs: 2012915.005; 2012915; 2012896.001; 2012896.002; 2012895.001; 2012894; 2012893.001

The Subject Property, and if indicated, the Leased Premises are more particularly described as follows:



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Optionor

Option to Lease Agreement (09032019)



EXHIBIT B

Terms and Conditions to Option to Lease Agreement

These Terms and Conditions are incorporated into and made part of the Option to Lease Agreement to which these Terms and Conditions are attached as **Exhibit B**; and such Option to Lease Agreement, and all Exhibits to such Option to Lease Agreement are referred to as this “**Agreement**.” Capitalized terms used, but not defined, in these Terms and Conditions, have the meanings given to them elsewhere in this Agreement, including on the Cover Page.

1. Grant of Exclusive Option to Lease.

- a. **Option.** Optionor hereby grants to the Option Holder an exclusive option to lease (“**Option**”) from Optionor pursuant to a lease (the “**Lease**”) for the area of the Subject Property designated as the “Leased Premises”, which Lease shall conform with the provisions of this Agreement and which otherwise shall be in the form and substance agreed by Optionor and Option Holder. Optionor and Option Holder will negotiate the terms and provisions of the Lease, consistent with the requirements of this Agreement, with the intention of agreeing on a form of Lease prior to the Termination Date as defined on the Cover Page of this Agreement.
 - b. **Restrictions.** During the Option Term, (i) Optionor will not extend to any person, other than Option Holder, its successors, or assigns, any right to lease, acquire, option, control, or use the Subject Property that would interfere with the Option, and (ii) will not enter into any new agreement, commitment, or arrangement that provides ownership, occupancy, or control rights with respect to the Subject Property to any person, other than Option Holder or its successors or assigns, that would interfere with the rights or obligations of the parties under this Agreement. Notwithstanding the foregoing, during the Option Term, Optionor may enter into farming, hunting, timber, or apiary leases with third parties with respect to the Subject Property, provided that any such third party leases shall be terminable by Optionor on no more than thirty (30) days’ notice to the tenants and sub-tenants thereunder and provided further that Optionor agrees to terminate or amend to exclude, upon or before the applicable Lease Start Date (defined below), any portion of said third-party leases that affect the contemplated use of the Leased Premises pursuant to the Lease.
2. **Optionor’s Title.** Optionor represents and warrants to Option Holder that Optionor is the sole owner of the Leased Premises in fee simple, free and clear of liens, encumbrances, and restrictions, except for liens, encumbrances, and restrictions that do not and will not interfere with or impair the rights of Option Holder under this Agreement or pursuant to any Lease. Optionor has all requisite power and authority to execute and deliver this Agreement and any Lease, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Optionor of this Agreement, and the performance by Optionor of its obligations hereunder, have been duly and validly authorized by all necessary action on the part of such Optionor.
3. **Consideration.** In consideration of the Option granted pursuant to this Agreement, Option Holder shall pay to Optionor the Option Payment or Option Payments. If Option Holder fails to tender any Option Payment by the applicable Due Date, then the Option shall lapse and the Option Term shall terminate as of the day

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immediately following such Due Date.

4. **Exercise of the Option.** The Option Holder may exercise its Option hereunder by delivering to Optionor, at any time during the Option Term prior to the Termination Date, written notice of exercise, which notice shall include a description of the tract or tracts Option Holder is exercising its right to lease (i.e. the Leased Premises) (the “**Option Notice**”). Not later than five (5) business days after Optionor’s receipt of the Option Notice, Option Holder shall execute and acknowledge a copy of the Lease and a memorandum of lease in recordable form (“**Memorandum of Lease**”) with the legal description of the Leased Premises set forth in the Option Notice attached to each and deliver same to Optionor. Not later than fourteen (14) business after receipt of Option Holder’s executed Lease and Memorandum of Lease, Optionor shall execute and acknowledge same and deliver fully executed counterparts of each to Option Holder. The Lease shall be effective on the date on which the last of the Parties executes the Lease, which shall not be later than thirty (30) business days following the date of the Option Notice.
5. **Lease Provisions.** During the Option Term the Optionor and the Option Holder will exercise good faith, commercially reasonable efforts to negotiate and draft a Lease that includes mutually agreed terms and provisions; provided, however, that, except as set forth on **Attachment B-2**, each of Option Holder and Optionor shall not object to the inclusion of the following provisions in the Lease:
 - a. **Use of Leased Premises.** The following uses shall be permitted on the Leased Premises pursuant to the Lease: the development, permitting, staging, construction, interconnection, operation, maintenance, replacement, and removal of a solar photovoltaic electricity generating facility together with related improvements and electricity storage facility, one or more substations, transmission poles as necessary or useful to such facilities (collectively, the “**System**”). The System shall be the Tenant’s personal property and shall not be or be deemed a fixture or part of any real property.
 - b. **Leased Premises.** The exact location and size of the Leased Premises shall be as agreed in writing, by Landlord and Tenant.
 - c. **Lease Fee.**
 - i. **Lease Fee.** In consideration of the lease of the Leased Premises, commencing the Lease Start Date (defined below) and through the last day of the Lease Term (defined below), the Tenant shall pay to Landlord an annual lease fee (the “**Lease Fee**”) as set forth on **Attachment B-1**, with different Lease Fee levels applicable based on whether the Lease Fee is due prior to, or after, the Commercial Operation Date (defined below).
 - ii. **Payment.** Except as set forth on **Attachment B-1**, the Lease Fee shall be payable: (A) monthly in advance, prior to the Commercial Operation Date, on the Effective Date and the first day of each calendar month thereafter through the Commercial Operation Date, and subject to proration for less than full calendar months; and (B) from and after the Commercial Operation Date, annually in advance on the Commercial Operation Date and on each anniversary of the Commercial Operation Date during the Lease Term, subject to proration if the Lease Term does not end on an anniversary of the Commercial Operation Date.
 - iii. “**Commercial Operation Date**” means the date when, in Tenant’s sole discretion, the System is ready to generate electricity and has received all approvals and consents from the interconnecting utility to operate.
 - d. **Lease Term.** The Lease shall be effective from the date the Lease first is executed and delivered by the Landlord and Tenant (“**Lease Start Date**”) through the twenty-fifth (25th) anniversary of the

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Commercial Operation Date, subject to extension at the option of the Tenant for up to two (2) extension periods of five (5) years each, subject to early termination upon default, as mutually agreed, and subject to the Removal Period (defined below). The period during which the Lease will be effective is the “**Lease Term.**” Each period of 12 consecutive months commencing the Commercial Operation Date or any anniversary of the Commercial Operation Date during the Lease Term is referred to as a “**Lease Year.**”

- e. **Removal Period.** There shall be a “**Removal Period**” commencing on the last day of the Lease Term and ending on the date the System is removed from the Leased Premises or, if earlier, the 270th day after the last day of the Lease Term. During the Removal Period, on condition that Tenant pays Landlord a prorated Lease Fee based on the total days included in the Removal Period, Tenant shall have the right to access and use the Leased Premises solely for the purpose of removing the System from the Leased Premises.
- f. **Easements.** As a material condition to the Tenant’s obligations under the Lease, as of the Lease Start Date, Landlord shall grant to Tenant and Tenant’s assignees, the following irrevocable, fully-paid easements and rights of ways (“**Easements**”) over the Landlord’s property (including the Subject Property and any adjacent parcels owned or controlled by Landlord), with the location of each Easement to be determined upon final site plan approval, and with the duration of the Easements to be at least co-extensive with the Lease Term, including any extensions, with certain Easements being perpetual:
 - i. Construction and Maintenance Easement. A temporary construction and access easement in, upon, over, along, above, and under a portion of Landlord’s property abutting the Leased Premises as necessary for Tenant and its agents and subcontractors to access the Leased Premises and to construct, maintain, operate, and remove the System thereon. This Easement shall continue through the last day of any Removal Period.
 - ii. Utility Interconnection Easements. An Easement in favor of Tenant and an Easement in favor of the local utility for the installation, operation, maintenance, repair and replacement of utility lines and connections in, upon, over, along, above, and under Landlord’s property, as are necessary for the operation of the System. The interconnection Easement in favor of the local utility shall be perpetual, and shall include such other terms as may be required by the local utility.
 - iii. Ingress and Egress. An Easement for access to the Leased Premises suitable for vehicular travel associated with construction, operation, maintenance, and removal of the System upon, over, along, and under a portion of Landlord’s property abutting the Leased Premises through to a suitable public right of way. This Easement shall continue through the last day of the Removal Period.
 - iv. Solar. An easement restricting placement of buildings or structures or placement or growth of vegetation (including trees) on all or any portion of the Landlord’s property that would impair the passage of sunlight onto the System on the Leased Premises.
- g. **Removal of Tenant’s Components.**
 - i. Removal by Tenant. Prior to the last day of any Removal Period, Tenant will remove the System, including any foundations. Tenant will make commercially reasonable efforts to remove the foundations in their entirety, but at a minimum will remove them to a depth of at least three (3) feet.
 - ii. Removal by Landlord. If Tenant fails to remove any of the System as provided in subclause 5.g.i



by the last day of the Removal Period, Landlord may remove the System from the Premises and dispose of the System in Landlord's sole discretion. If Landlord removes such System at Landlord's expense, then, within thirty (30) days after receipt of an invoice from Landlord, Tenant will reimburse Landlord for all reasonable out-of-pocket costs incurred by Landlord to remove the System as required by the Lease, less any salvage value received by Landlord.

- h. **Tenant's Liability.** Tenant assumes sole responsibility and liability to all persons and authorities related to Tenant's possession, occupancy, and use of the Leased Premises and will defend, indemnify, and hold Landlord harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises, excluding claims of liability or damage to person or property to the extent due to Landlord or Landlord's use of the Leased Premises, or related to claims occurring prior to the Lease Term.
 - i. **Insurance.** At all times during the Lease Term and throughout any Removal Period, Landlord and Tenant shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each with the premiums thereon fully paid on or before due date, affording minimum protection of not less than \$12,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.
 - j. **Taxes.** All real property taxes and assessments with respect to the Leased Premises shall be the responsibility of, and shall be paid when due by, the Landlord. Tenant shall be responsible for, and shall pay when due, all personal property taxes imposed or assessed with respect to the Tenant's improvements on the Leased Premises, including the System.
6. **Removal of Improvements.** If Optionor permits Option Holder to make or construct improvements or place equipment in, upon, over, along, above, or under the Subject Property and no Lease is entered into between the Parties, Option Holder, at its sole cost and expense, will remove any improvements or equipment it placed in, upon, over, along, above, and under the Subject Property and repair any damage caused by it to as close to the same condition as the Subject Property was in prior to the making or construction of such improvements or placement of any such equipment on the Subject Property.
7. **Due Diligence; Permitting.** Optionor grants to Option Holder and its employees, consultants, agents, and subcontractors, during the Option Term at reasonable times and upon reasonable notice, access to the Subject Property, including the Leased Premises, for the purpose of conducting such investigation and diligence of the Subject Property, including the Leased Premises, as Option Holder deems necessary, including, but not limited to, inspections, structural analysis, surveys, geotechnical testing, and inspection, review, and testing to determine environmental conditions. All tests, inspections, analyses, surveys, inspections, investigations or reviews shall be conducted by parties qualified and, where applicable, licensed to conduct such tests, inspections, analyses, surveys, inspections, or reviews. In addition, during the Option Term, at Option Holder's cost and expense, Optionor, will execute, deliver, file, and submit permit applications for, and will provide commercially reasonable cooperation to Option Holder with respect to the procurement of, permits and approvals from governmental authorities or local utilities necessary or appropriate to Option Holder's proposed use of the Leased Premises pursuant to the Lease. Option Holder shall pay the costs of all tests, inspections, analyses, surveys, inspections, investigations or reviews, permit applications, supporting submissions, and undertake the due diligence, attendance at meetings of permitting authorities, and related activities at its sole cost and expense. **Attachment B-2** may grant to Option Holder additional use and access rights during the Option Term.
8. ~~**Confidentiality.** For a period of two years after the Option Term and during any Lease Term, as applicable (the "Confidentiality Term"), neither Optionor nor Option Holder (each, a "Receiving Party") will~~

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Optionor



~~disclose or use, except as required to perform or enforce this Agreement or the Lease, any "Confidential Information" (defined below) of the other party (a "Disclosing Party"). A Receiving Party may provide the Disclosing Party's Confidential Information to the Receiving Party's officers, directors, members, managers, employees, agents, contractors, and consultants (collectively, "Representatives"); and affiliates, lenders, and potential assignees of this Agreement, in each case whose access is reasonably necessary to the negotiation and performance of this Agreement or the Lease. Each such Representative recipient of Confidential Information shall be informed by the Receiving Party making such disclosure of the confidential nature of the Confidential Information so disclosed and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Receiving Party shall be liable (with respect to the other Disclosing Party) for any breach of this provision by any Representative of the Receiving Party. Each Receiving Party agrees that the Disclosing Party would be irreparably injured by a breach of this provision by the Receiving Party or its Representatives and that the Disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of this provision. Upon the request of a Disclosing Party made any time during the Confidentiality Term, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information in the Receiving Party's possession or under the Receiving Party's control. The term "Confidential Information" means the nonpublic, confidential or proprietary information of the Disclosing Party, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or the condition of the Subject Property or the Leased Premises to the extent not publicly available (except to the extent publicly available due to the fault of the Receiving Party). The grant of Option and the Lease provisions outlined in Section 5, and the Option Holder's right to access and investigate the Subject Property under Section 7 shall not be "Confidential Information" of either party; but the consideration being paid for the Option pursuant to this Agreement is "Confidential Information" of the Option Holder.~~

9.8. Assignment. Option Holder has the right to assign this Agreement or any right of Option Holder under this Agreement (including the Option Holder's rights to enter into the Lease) to any other person, effective upon written notice received by Optionor and without the consent of the Optionor. This Agreement and all rights and obligations of Optionor hereunder shall be assigned and delegated by Optionor to the successor-in-interest of Optionor, if any, in and to the ownership of the Subject Property. On the effective date of such assignment, the assignee shall accept and succeed to all of the Optionor's rights and obligations under this Agreement.

10.9. Notices. Any notices or communication required or contemplated hereunder shall be made in writing and transmitted electronically, in person, via an established overnight courier (e.g. FedEx, DHL, or UPS), or by first-class mail, addressed as provided on the Cover Page:

11.10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state or commonwealth where the Subject Property is located, without regards to principles of conflicts of laws thereof.

12.11. Exhibits; Attachments. All Exhibits and Attachments attached hereto are an integral part of this Agreement and are incorporated herein by reference.

13.12. No Rights or Obligations to Third Parties. Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties to, any person or entity other than Optionor and Option Holder.

14.13. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL

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BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE SUBJECT PROPERTY OR ARISING OUT OF THIS AGREEMENT OR THE LEASE.

- ~~15~~**14. Further Assurances.** Each of the Optionor and the Option Holder agree to provide such information, execute and deliver any instruments and documents, and to take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- ~~16~~**15. Cure Period.** Each of the Optionor and Option Holder may cure any failure to pay any payment due under this Agreement by tendering the payment due no later than 10 days after the applicable due date. Similarly, each of the Optionor and the Option Holder shall have the right to cure any default or breach of this Agreement if such cure is effected before the earlier to occur of: (a) 30 days after such breach or default occurs; or (b) 15 days following receipt by such party from the non-breaching party of notice of such party's breach or default.
- ~~17~~**16. Additional Provisions.** Any provisions of this Agreement in addition to those set forth on the Cover Page, the Signature Page, or any Exhibit to this Agreement are as set forth on Attachment B-2.

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ATTACHMENT B-1

LEASE FEE

1. From the Lease Start Date through the Commercial Operation Date, the "Lease Fee" shall be:

a one-time payment equal to Four Hundred US Dollars (\$400 USD) per acre of Leased Premises

If – project to WEC Group/WSP \$800 with 2%

2. If the Option Holder contracts for a project with the WEC/WSP Group, from and after the Commercial Operation Date, The Lease Fee shall equal approximately ~~Eight Hundred Dollars (\$800.00)~~ per acre of Leased Premises, rounded to the nearest surveyed 1/100th of an acre, per year.
3. If the Option Holder contracts for a community solar project with a third party power purchase agreement, from and after the Commercial Operation Date, The Lease Fee shall equal approximately One Thousand Two Hundred Dollars (\$1,200.00) per acre of Leased Premises, rounded to the nearest surveyed 1/100th of an acre, per year.
4. Beginning on the first anniversary of the ~~Lease start date~~ Commercial Operation Date and continuing for the duration of the ~~Lease Term~~, the annual ~~Lease Fee~~ shall be 2.0% greater than the ~~Lease Fee~~ paid in the immediately preceding ~~Lease Year~~.
5. Payment of Lease Fee. The Lease Fee (subject to reduction for any Proration Amount) shall be payable in advance on the Commercial Operation Date for the first Lease Year, and on each anniversary of the Commercial Operation Date for the Lease Year beginning on such anniversary. The Lease Fee shall be applied as payment in advance of the upcoming Lease Year and not in arrears. If the Term ends on a day other than the anniversary of the Commercial Operation Date, without limitation as to any Lease Fee due for any Removal Period, the annual Lease Fee paid for the Lease Year in which the termination occurs shall be pro-rated and refunded.
6. Removal Period. The Lease Fee payable for any Removal Period will equal (i) the annual Lease Fee for the Lease Year in which the Lease is terminated or expired, multiplied by (ii) the total number of days in the Removal Period, divided by (iii) 365. The Lease Fee payable for any Removal Period will be paid no later than thirty (30) days after the last day of the Removal Period.



ATTACHMENT B-2

Additional Terms and Conditions

The additional terms and conditions set forth on this Attachment 2 supersede and replace any inconsistent term or provision of the Agreement.

1. Security for Removal of Tenant's System. During the 60-day period preceding the twentieth (20th) anniversary of the Commercial Operation Date, Tenant shall procure from a licensed third party engineer an estimate of the projected cost of removal of the Solar Facilities, as of the twentieth (20th) anniversary of the Commercial Operation Date, less the projected salvage and repurposing value of the System (the "Net Removal Cost"). On the twentieth (20th) anniversary of the Commercial Operation Date, the Tenant shall establish for the benefit of the Landlord and, as applicable, shall deliver to Landlord, a "Removal Security" in the form (selected by Tenant, in Tenant's discretion) of an escrow account, letter of credit, bond, guarantee from an investment grade company, or equivalent surety substantially on the terms outlined in this provision. The amount of the Removal Security will be equal to the Net Removal Costs. During the 60-day period preceding the twenty-fifth (25th) anniversary of the Commercial Operation Date, and again, if it should occur, during the 60-day period preceding the thirtieth (30th) anniversary of the Commercial Operation Date, Tenant shall procure from a licensed third party engineer an updated removal cost less salvage and repurposing value (the "Updated Net Removal Cost"). On the twenty-fifth (25th) anniversary of the Commercial Operation Date, and again, if it should occur, on the thirtieth (30th) anniversary of the Commercial Operation Date, the Tenant will adjust the amount of the Removal Security to equal the Updated Net Removal Cost. If the Tenant is required by a Governmental Authority to establish a similar security for the removal of the Tenant's Solar Facilities ("Government Authority Mandated Security"), such Government Authority Mandated Security shall be considered for the benefit of the Landlord and the amount of the Government Authority Mandated Security shall be credited toward the required amount of the Removal Security. If Tenant fails to remove the System from the Leased Premises in accordance with the requirements of the Lease by the last day of the Removal Period and if Landlord removes the System from the Leased Premises during the 120-day period following the Removal Period, the Landlord shall have the right to draw on the Removal Security to reimburse the Landlord for the costs actually incurred to remove the System from the Leased Premises. The Removal Security shall be released and terminated on the earlier of: (a) the date on which Tenant removes the System from the Leased Premises in accordance with the requirements of the Lease; and (b) the 121st day after the last day of the Removal Period.

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2. Compensation for Damage to Crops During the Option Term. Between April 1 and October 31 of any calendar year of the Option Term, and if crops are present on the Subject Property, Option Holder will use commercially reasonable efforts to avoid injury to, or interference with said crops, while conducting investigation and diligence of the Subject Property. Notwithstanding the foregoing sentence, if the Option Holder (or any Option Holder agent) damages said crops, the Option Holder shall compensate the Optionor for such damage. The compensation due to the Optionor shall be determined by multiplying the lost yield by the commodity price of the crop by the measure of area of the crop damage. The Optionor shall submit historical yield evidence of the impacted field, a reasonable and justifiable market commodity price for the damaged crop, and a sketch with measurements of the area of the crop damage.
3. Compensation for Damage to Crops Following Option Notice. If the Option Notice is delivered between April 1 and October 31 of any calendar year of the Option Term, and if crops are present on the Subject Property, the Lessee will compensate Landlord for any damage to said crops during the construction of the System. The compensation due to the Landlord shall be determined by multiplying the lost yield by the commodity price of the crop by the measure of area of the crop damage. The Optionor shall submit historical yield evidence of the impacted field, a reasonable and justifiable market commodity price for the damaged crop, and a sketch with measurements of the area of the crop damage.
4. Information Kiosks: Tenant may, at its own expense, install informational kiosks on the Leased Premises, however Tenant is not obligated to install such kiosks.

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May 24, 2021

EDF Renewables, Distributed Solutions
10 Second St. NE, Suite 400
Minneapolis, MN 55413
www.edf-re.com

RE: City of Antigo Solar Land Lease Response

Dear Mark Desotell and the City of Antigo,

EDF Renewables, Distributed Solutions greatly appreciates the City of Antigo for their interest in leasing their land for solar development. Given EDF's vast and extensive experience of operating in the United States, and Wisconsin, we believe we are the ideal partner to get these projects across the finish line.

In the first round of bidding, we provided a lease rate offer of \$800/acre with a 2% escalator. Under this proposal, EDFR assumes they will be proposing the project to WEC Group/WSP to reach an agreement on a 6.4-8 MW AC solar project. We still believe this deal will provide tremendous value to Antigo, potentially resulting in as much as \$2,160,000 over a 35-year term.

In addition to this initial bid, and in light of updated bids provided by competitors, we wish to provide a contingency clause within our option to lease agreement with the City. Given there is uncertainty regarding development companies ability to reach an agreement with WEC, and there is uncertainty regarding future legislation, EDF is willing to submit that if EDFR is unable to reach an agreement with WEC, EDFR will instead pursue community solar and third party PPA's (provided new legislation passes). In this case, EDFR is willing to increase the land lease cost for the area to \$1200/acre with a 2% escalator.

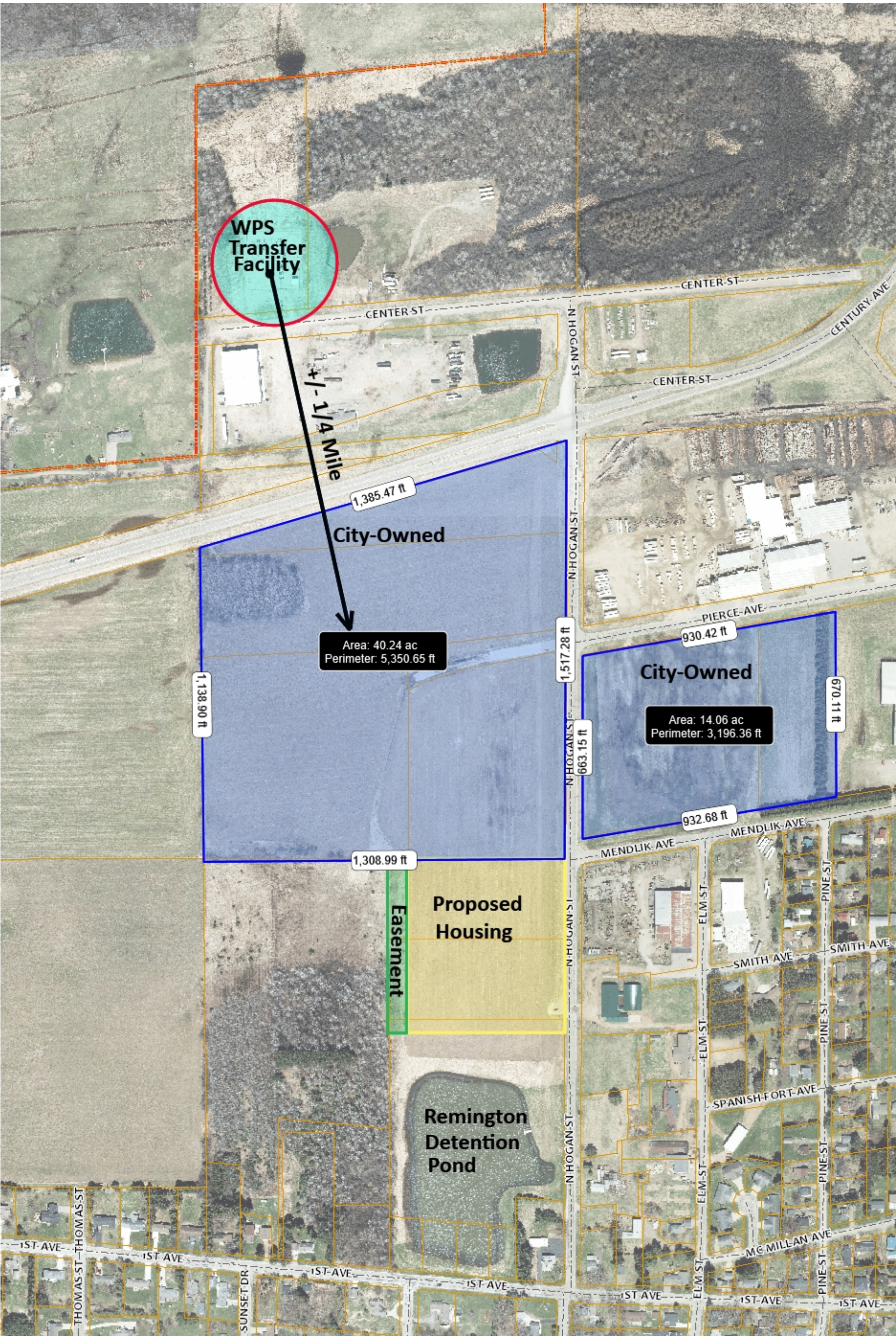
The reason for this approach is three-fold: (1) EDFR maintains that contracting with WEC provides the most certainty since community solar and third party ownership laws are very uncertain and contingent upon legislative action, (2) we do not believe WEC will be amenable to deals with lease rates above \$800 (this is the primary reason all initial developer bids assumed a lease rate near \$800), and (3) we believe this flexible proposal provides Antigo with the "best of both worlds," where they will still work with a reputable developer pursuing the immediate opportunity with WEC, but there is upside potential provided new legislation passes in the event a deal cannot be reached.

In addition to the terms above, EDFR is willing to provide unique additional benefits with the project, including an educational kiosk, agricultural fencing, and low growth pollinator friendly habitats within the project fence.

EDFR has over 30 years of experience operating in the United States and has worked with municipalities of all sizes on land leases for solar projects. In Wisconsin, EDFR has previously built the 12 MW DC Dane County airport project, the 24 MW DC Obrien Solar project, and the 3 MW Flambeau Solar Project. We believe this experience makes EDF the ideal partner on these projects and we will look forward to working with the City of Antigo to bring these projects to fruition.

Sterling Root
Manager, Business Development
EDF Renewables, Distributed Solutions
Sterling.Root@edf-re.com; 240.620.1132

Tony Hartman
Outside Consultant
tonylegacysolar@gmail.com
608.215.4446



City of Antigo GIS



DISCLAIMER: The City of Antigo does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 333'

Print Date: 3/12/2021