NOTICE OF AN ELECTRONIC MEETING

This meeting will be conducted via electronic videoconferencing/teleconferencing. As such, it is likely that some or all members of, and a possible quorum, may be in attendance via electronic means and not physically present.

In accordance with Wisconsin law, the meeting will remain open to the public. The public may attend in person at the location noted on the agenda.

The public is encouraged to attend via electronic means.



Agenda

Executive Committee
Tuesday, March 9, 2021 – 5:00 pm
Conference Call 1-312-626-6799
Zoom Meeting ID: 849 9740 5726
https://us02web.zoom.us/j/84997405726

Iowa County Wisconsin

Health & Human Services Center – Community Room 303 W. Chapel Street Dodgeville, Wisconsin

For information regarding access for the disabled, please call 935-0399. Any subject on this agenda may become an action item. Call to order. 1 2 Roll Call. 3 Approve the agenda for this March 9, 2021 meeting. Approve the minutes of the February 9, 2021 meeting. 5 Public Comments. 6 Preliminary Financial Reports for the period ending 12/31/2020. 7 Consider Resolution Recommending Transfer of Funds in 2021. Discuss Potential lease arrangement with Wisconsin Power and Light Co. for a Customer-8 Hosted Facility for solar power electrical generation. 9 Star Link Broadband update. Motion to go into convene in closed session. Closed Session pursuant to Wis. Stat. 19.85(1)(e) Deliberating or negotiating the purchase of public properties, investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Discuss Broadband Expansion Grant Agreement with Bug Tussel Wireless to include fiber lease arrangement and financing.) 10 and

Closed session pursuant to Wis. Stat.19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Receive advice and Consider Resolution Reaffirming Iowa County's Commitment to Clean and Renewable Energy.)

	and Closed session pursuant to Wis. Stat. 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Receive advice regarding Renewable Energy Regulations Authority.)
11	Motion to return to open session.
12	Possible action on any of the closed session items.
13	Set date and time for next meeting. (4/13/21)
14	Adjournment.
Post	ting verified by the County Clerk's Office. Kris Spurley Date: 3/4/21 @ 2:00pm Initials: KKS

You may attend via videoconference by downloading the free Zoom program to your computer at https://zoom.us/download At the date and time of the meeting, you log on through the Zoom program and enter the Meeting ID from the above agenda. You may also attend via conference call by dialing the phone number listed on the agenda above.



Draft Minutes of the Executive Committee Tuesday, February 9, 2021 – 6:00 pm Health & Human Services Center – Community Room 303 W. Chapel Street Dodgeville, Wisconsin

Iowa County Wisconsin

		Bodgovino, Wiodolidiii	
1	Call to order.		
	Vice Chair Ron	Benish called the February 9, 2021 Executive Committee to order at 6:00 p.m.	
	Roll Call.		
2		Sups. Ron Benish, Dave Gollon, Jeremy Meek, Dan Nankee and Curt Peterson Meyers, Judy Lindholm.	n. Sups attending
	and Mel Masters	Sups. Bruce Haag, Steve Deal, and Kim Alan and Sups. Attending via Zoom: s. Attending in person Larry Bierke, Jamie Gould, Steve Michek, and Dave Moom: Troy Pittz and Zack Hill	
	Approve the age	enda for this February 9, 2021 meeting.	
3	Motion by Sup.	Peterson seconded by Sup. Nankee to approve the February 9, 2021 agenda.	Motion carried.
	Approve the mir	nutes of the January 12, 2021 meeting.	
4	Motion by Sup.	Lindholm seconded by Sup. Gollon to approve the January 12, 2021 minutes.	Motion carried.
	Public Commen	ts.	
5	Fest at the Cour feedback from c	trator Bierke mentioned every year the Dodgeville Chamber of Commerce hos rthouse parking lot. This year the festival is scheduled for August 18th. Bierke committee regarding hosting event on County property. Discussion followed.	asked for
	Consider Resolu	ution Reaffirming Iowa County's Commitment to Clean and Renewable Energy	
6	there weren't an	d this resolution is a reaffirming resolution. The resolution is updating a previounly wording changes made to the current draft. This resolution will be a helpful to and Renewable Energy.	
		Gollon seconded by Sup. Meek to send the resolution to the County Board. Me	
	governmental bo	o closed session pursuant to State Statute 19.85(1)(g) Conferring with legal co- ody who is rendering oral or written advice concerning strategy to be adopted be ion in which it is or is likely to become involved. (Receive update and advice re	by the body with
7	public funds, or closed session.(pursuant to 19.85(1)(e) Deliberating or negotiating the purchase of public prop conducting other specified public business, whenever competitive or bargainin (Discuss potential lease arrangement with Wisconsin Power and Light Co. for a power electrical generation.)	g reasons require a
	Motion by Sup. I	Meyers seconded by Sup. Gollon to go into close session at 6:14 p.m.	
8		to open session.	
	Motion by Sup.	Gollon seconded by Sup. Meek to return to open session at 7:13 p.m. Motion	carried.
9	Possible action No action taken.	on any of the closed session items.	

		7
10	Set date and time for next meeting. (3/9/21)	
	Next meeting is scheduled for March 9, 2021 at 6:00 p.m.	
44	Adjournment.	
	Motion by Sup. Peterson seconded by Sup. Nankee to adjourn at 7:15 p.m. Motion carried.	
Pres	pared by Jamie Gould. Reviewed by Sup. Nankee, Secretary on 2/11/21.	

AGENDA ITEM COVER SHEET

Title: Preliminary Financial Reports for the period ending 12/31/202	Original Cupdat	(e
TO BE COMPLETED BY COUNTY DEPARTMENT HEAD		
DESCRIPTION OF AGENDA ITEM (Please provide detailed informa	tion, including deadline):	
Preliminary 2020 financial report with a comparison of budget to actu	ual year-to-date for the period ending 12/31/2020	
RECOMMENDATIONS (IF ANY):		
For informational purposes only - this is a preliminary report and ther	e will still be adjustments to 2020	
ANY ATTACHMENTS? (Only 1 copy is needed)	No If yes, please list below:	
Preliminary 12/31/20 Financial Statements		
FISCAL IMPACT:		
None, status of the 2020 budgetary balances as of 12/31/20 - prelimin	nary	
LEGAL REVIEW PERFORMED:	BLICATION REQUIRED: Yes • No	
STAFF PRESENTATION?:	v much time is needed? 5 minutes	
COMPLETED BY: Jamie Gould	DEPT: Finance Department	_
2/3 VOTE REQUIRED: Yes • No		
TO BE COMPLETED BY COMMITTEE CHAIR		
MEETING DATE:	AGENDA ITEM #	

COMMITTEE ACTION:

-					1				
	IOWA COUNTY PRELIMINARY COMPARE BUDGET TO ACTUAL						compiled 2/24/2021 JG	90	
2	Preliminary - For the period ending 12/31/2020 as of 2/	31/2020 as of 2	124/2020						and the state of t
		Adopted Annual	Budget Adjustments /	Carryovers	2020 REVISED	Total Department YTD	Actual Compared to Budget -	PCT OF	
3	Revenue - Compare Budget to Actual	Budget	Transfers	From Prior Year	BUDGET	REVENUES	(Excess) / Under	YEAR	PCT YTD
4	100 GENERAL FUND								
5 02	COUNTY BOARD		· &		٠-		ا ج	100%	
6 03	Restorative Justice - TAD Grant	\$ 65,046						100%	25%
T		\$ 381,173			\$ 381,173	38			95%
8 05	i Employee Relations Department	- \$				\$ 4,977	(4,977)		
60 6	OWI INTENSIVE SUPERVISN PROG	\$ 6,900							
10 10		\$ 4,000			4,	\$ 9,342			234%
11 11	FINANCE DEPARTMENT	\$ 400			\$ 400	\$ 2,689	\$ (2,289)		672%
12 12					- ج		٠ -	100%	
13 14	ECONOMIC DEVELOPMENT				٠ ٠				
14 15	INFORMATION SYSTEMS	- 8			- &	\$ 80,170		100%	
15 20	COUNTY TREASURER	\$ 522,144			\$ 522,144	\$ 627,871	\$ (105,727)	100%	120%
20	COUNTY TREASURER - State Shared Rev &								
16 Ex	Exempt Computer Aid & Personal Property Aid	\$ 630,609			\$ 630,609	\$ 519,604	\$ 111,005	100%	
20 17 Aids	 COUNTY TREASURER - Property Tax, & Library ds 	\$ 5.073.823			\$ 5,073,823	\$ 5,073,823	У	100%	100%
	COUNTY TREASURER - Transfer from Sales Tax								
	미	2,0			2,0		2,(100%	%0
								100%	340%
20 24		\$ 38,400			\$ 38,400	2	,	100%	53%
21 27							\$ (1,963)	100%	
		12	***************************************		18	2		100%	159%
						\$ 97,724	\$ (88,324)	100%	1040%
								100%	100%
25 36							33,375	100%	85%
_		153,520			020,000	\$ 202,004			1660/
77	COUNT HEALTH DEPARTMENT	400,000							07070
20 04		006,01					(37	100%	2000
				The state of the s				100%	20270
		330 250			330.250	\$ 404 347	(74 097)	100%	122%
		\$ 51,000						100%	237%
33 82						\$ 2,589		100%	34%
34 84		28			28	31		100%	109%
35 90					\$ 507,000			100%	
1	THE RESIDENCE AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF T								

			ě						-
	IOWA COUNTY PRELIMINARY COMPARE BUDGET				1			2	
- ~	Preliminary - For the period ending 12/31/2020 as of	//31/2020 as of 2	124/2020				NOTATE DESIGNATION	2	
8	Revenue - Compare Budget to Actual	Adopted Annual Budget		Carryovers From Prior Year	2020 REVISED BUDGET	Total Department YTD REVENUES	Actual Compared to Budget - (Excess) / Under	PCT OF YEAR	PCT YTD
37	210 DEPARTMENT OF SOCIAL SERVICE	\$ 2849 663			\$ 2.849.663	\$ 2.606.393	\$ 243.270	100%	91%
39	3								
40	26 CHILI	\$ 226,284			\$ 226,284	\$ 228,670	\$ (2,386)	100%	101%
41	220 AGING & DISB RESOURCE CENTER 85 AGING & DISABIL TY RESRC CENTR	\$ 813 448			\$ 813.448	\$ 1.056.509	\$ (243,061)	100%	130%
43									
44	56 UNIFIED SERV	\$ 243,626			\$ 243,626	\$ 243,626		100%	100%
45	19 SALES TAX FUND	2 050 000			\$ 2,050,000	\$ 1.891.009	\$ 158.991	95%	92%
47	2								
48	06 TRI-COUN	\$ 10,705			\$ 10,705	\$ 10,705	- 8	100%	100%
49								70007	70001
22	07 IOWA COUNTY AI	\$ 173,472			\$ 173,472	\$ 277,234	\$ (103,762)	100%	160%
ດີເ	OR MIDINED PAIL TRANSIT COMM	30 000			30 000	30 000	4	100%	100%
53								200	8
54	32 CAPITAL	\$ 28,996,743	\$ 50,500		\$ 29,047,243	\$ 29,154,725	\$ (107,482)	100%	100%
55									
99	54 BLOOMFIE	\$ 5,131,299			\$ 5,131,299	\$ 4,247,793	\$ 883,506	100%	83%
57		0 574 046			0 571 016	47 682 758	(2 110 012)	10000	1220/
29	730 Self Insured Workers Comp	016,170,8						8 00	132.70
_	Ical					\$ 261,447	\$ (261,447)	100%	
61	CONTRACTOR ASSESSMENT	1				-		7000	40407
79	TOTAL OF ALL FUNDS	\$ 61,201,474	000000	1	\$ 61,251,974	\$ 62,034,417	(182,442)	%69	2101%
64	Other:								
65								7000	70007
90 2	18 KEVOLVING LOAN FUND 270 DRIIG TASK FORCE	,	A		<i>P</i>	\$ 31,130	\$ (31,130)	%001	100%
\neg	_	5				\$ 43,527	\$ (43,527)	100%	100%
69									
70									
71	Total Other:					\$ 74,657	\$ (74,657)	46%	100%
73	TOTALS All Funds and Other:	\$ 61,201,474	\$ 50,500	- \$	\$ 61,251,974	\$ 62,109,073	(857,099)	46%	101%
7	Notes: YTD = Year-to-date								
77									

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-	IOWA COUNTY PRELIMINARY COMPARE BUDGET TO ACTUAL						compiled 2/24/2021 JG	021 JG	
7	Preliminary - For the period ending 12/31/2020 as of 2/24	20 as of 2/24/2020	0			Department YTD	REMAINING	Percent	Actual
"	Expenditure - Compare Budget to Actual	ADOPTED ANNUAL BUDGET	Budget Adjustments / Transfers	Carryovers From Prior Year	2020 REVISED BUDGET	EXPENDITURES	BALANCE	of Year	ξ
4	100 GENERAL FUND				enconnected reconstruction of the control of the co				
2		\$ 97,866			\$ 97,866	\$ 63,962	\$ 33,904	100%	%59
9	COUNTY BOARD - Contingency	\$ 22,000			\$ 22,000		,		
7	sion	2			\$ 2,000	٠-	\$ 2,000	100%	%0
∞	Restorative Justice - TAD Grant	\$ 73,697				\$ 72,991	\$ 706	100%	%66
6	CLERK OF CIRCUIT COURT	\$ 575,956			\$ 575,956	\$ 600,622	\$ (24,666)	100%	104%
10	05 Employee Relations Department	142			\$ 142,790	\$ 146,647	\$ (3,857)	100%	103%
=	09 OWI INTENSIVE SUPERVIS PROG	138			\$ 138,297	\$ 122,053			88%
12	10 CORONER	\$ 43,210			\$ 43,210	\$ 50,239	\$ (7,029)		116%
13	11 FINANCE DEPARTMENT	294			\$ 294,373			100%	%26
14	12 COUNTY ADMINISTRATION	159			\$ 159,936	\$ 157,773	\$ 2,163	100%	%66
15	14 ECONOMIC DEVELOPMENT	61			\$ 61,442		\$ 10,215	100%	83%
16	15 INFORMATION SYSTEMS	\$ 589,876			\$ 589,876		\$ 24,679	100%	%96
17	20 COUNTY TREASURER	224			\$ 224,133	\$ 216,767	\$ 7,366	100%	%26
18	22 COUNTY CLERK			839	\$ 220,213	\$ 284,162	9)	100%	129%
19	24 DISTRICT ATTORNEY	\$ 266,325				\$ 259,077	\$ 7,248	100%	%26
20	27 CORPORATION COUNSEL	122		5,740				100%	133%
21	30 REGISTER OF DEEDS	\$ 196,709		13,330	\$ 210,039	\$ 192,835	\$ 17,204	100%	95%
22	ENVIRONMENTAL SERVICES	48			\$ 480,684	51	\$ (37,157)	100%	108%
23	35 COUNTY FARM	\$ 5,725			\$ 5,725			100%	%66
24	36 COUNTY INSURANCE	\$ 270,997			\$ 270,997	\$ 218,363	\$ 52,634	100%	81%
25	40 SHERIFF DEPARTMENT	\$ 4,103,981	\$ 46,000	14,654	\$ 4,164,635	4		100%	100%
26	COUNTY HEALTH DEPARTMENT	999		11,315	\$ 677,722	\$ 862,964	(18	100%	127%
27	VETERANS SERVICE OFFICE	66		3,750				100%	91%
28	72 CULTURAL-Aid to Public Libraries	\$ 360,302		5,349	\$ 365,651	\$ 361,004	\$ 4,647	100%	%66
29	72 CULTURAL-Fair & Historical Society				\$ 32,932	\$ 32,932	٠ د	100%	100%
30	73 SNOWMOBILE/ATV PROGRAM	\$ 33,420			\$ 33,420	\$ 38,324	\$ (4,904)	100%	115%
31	74 CDBG-EAP Disaster Relief				٠.	\$ 55	\$ (55)	100%	
32	75 PLANNING & DEVELOPMENT DEPT	\$ 439,544		184,927	\$ 624,471	\$ 468,081	\$ 156,390	100%	75%
33	78 EMERGENCY MANAGEMENT	\$ 186,286			\$ 186,286	\$ 262,453	\$ (76,167)	100%	141%
34	UNIVERSITY EXTENSION PROGRAM	274		10,678				100%	87%
35	LAND CONSERVATION DEPARTMENT	462		1,053			\$ 32,759	100%	93%
36	90 OPERATING TRANSFERS	\$ 457,000			\$ 457,000	\$ 457,000	٠ -	100%	
37	37 TOTAL: GENERAL FUND	\$ 11,104,318	\$ 46,000	\$ 251,634	\$ 11,401,952	\$ 11,401,500	\$ 453	100%	100%

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-	IOWA COUNTY PRELIMINARY COMPARE BUDGET TO ACTUAL								compiled 2/24/2021 JG	21 JG	
2	Preliminary - For the period ending 12/31/2020 as of 2/24	020 as of 2/24/2020					Department YTD		REMAINING	Percent	Actual
ო	Expenditure - Compare Budget to Actual	ADOPTED ANNUAL BUDGET	Budget L Adjustments / Transfers		Carryovers From Prior Year	2020 REVISED BUDGET	EXPENDITURES		BALANCE	of Year	YTD
38	210 DEPARTMENT OF SOCIAL SERVICE										
39	60 SOCIAL SERVICES	\$ 2,851,432		↔	5,769	\$ 2,857,201	\$ 2,639,636	36 \$	217,565	100%	95%
40								-			
41	26 CHILD SUPPORT	\$ 226,284				\$ 226,284	\$ 231,394	8 8	(5,110)	100%	102%
42	220 AGING & DISABILITY RESOURCE							-			
43	85 AGING & DISABILITY RESOURCE	\$ 813,448				\$ 813,448	\$ 1,015,644	44 S	(202, 196)	100%	125%
44	230 UNIFIED SERVICES FUND							-			
45	56 UNIFIED SERVICES	\$ 243,626				\$ 243,626	\$ 243,626	\$ 92	'	100%	100%
46	240 SALES TAX FUND						-				
47	19 SALES TAX FUND	\$ 2,050,000				\$ 2,050,000	8	S	2,050,000	100%	%0
48	260 TRI COUNTY AIRPORT										
49	06 TRI-COUNTY AIRPORT	\$ 10,705				\$ 10,705	\$ 15,452	52 \$	(4,747)	100%	144%
20	262 IOWA COUNTY AIRPORT										
51	07 IOWA COUNTY AIRPORT	\$ 173,472	\$ 50,500	200		\$ 223,972	\$ 306,796	\$ 96	(82,824)	100%	137%
52	263 RAILROAD										
53	08 WISCONSIN RIVER RAIL TRANSIT	\$ 30,000				\$ 30,000	\$ 30,000	\$ 00	,	100%	100%
52	400 CAPITAL PROJECTS FUND										
55	32 CAPITAL PROJECTS includes Debt Pmts	\$ 28,996,743	\$ 64	\$ 299,	163,700	\$ 29,225,110	\$ 16,057,060	ક્ક	13,168,051	100%	25%
56	610 BLOOMFIELD HLTH CARE & REHAB										
57	54 BLOOMFIELD HLTH CARE & REHAB	\$ 5,131,299				\$ 5,131,299	\$ 4,724,690	8 06	406,609	100%	95%
28	710 HIGHWAY DEPARTMENT										
- 69	70 HIGHWAY DEPT-includes 50/50 bridge aid	\$ 9,571,916				\$ 9,571,916	\$ 8,586,151	51 \$	985,766	100%	%06
9	730 Self Insured Workers Comp										
	37 SELF-INSURED WORKERS COMP						\$ 213,801	01 \$	(213,801)	100%	
79											
_	TOTAL OF ALL FUNDS	\$ 61,203,243	\$ 161,167	\$ 291	421,104	\$ 61,785,514	\$ 45,465,748	8	16,319,766	100%	74%
65	Other:										
99	250 REVOLVING LOAN FUND			_							
- 29	18 REVOLVING LOAN FUND					٠-		ક	-	%0	
89	270 DRUG TASK FORCE										
69	38 DRUG TASK FORCE	۰.					\$ 66,928	28 \$	(66,928)	%69	
70											
71											
72 73	Total Other		\$	\$	-	- \$	\$ 66,928	\$ 82	(86,928)	%69	П
74	TOTALS All Funds and Other:	\$ 61,203,243	\$ 161,167	\$ 291	421,104	\$ 61,785,514	\$ 45,532,676	₩.	16,252,838	%69	74%
75	Notes:										
	יייייייייייייייייייייייייייייייייייייי						-		AND SAFATOR AND SA		

- 2			lowa Con	lowa County - Financial Statement	Ctatement			
2			5		Olaicincin		The second secon	e de la companya de l
		For th	υl	December 31	Period Ending December 31, 2020 as of 2/24/2021	4/2021		
,		Tax Levy Amount -	Budget Adjustments	Carryovers From Prior	2020 Tax Levy + Budget Adjustments / Transfers /	Year-to-Date Revenues - other than Tax	Year-to-Date	Excess (Deficiency) of Revenues over
<u>е</u>	Department	Adopted	/ Transfers	Year	Carryovers	Levy	Expenditures	Expenditures
4	General Fund				and the second s			
5	County Board	92,866			92,76	•	63,962	33,904
Т	Contingency Account	22,000			22,000		1	22,000
T	County Brd-Fire Suppression	2.000	A CONTRACTOR OF THE CONTRACTOR	Charles a considerate a construction of the page 1900 (1900) of the construction of th	2,000			2,000
T	Restorative Justice Programs - TAD	8,651			8,651	33,734	72,991	(30,606)
1	Clerk of Court and Register in					0	0	0.00
6	Probate	194,783	mentioned probabilities and the province and the probability of the pr		194,783	351,227	600,622	(54,612)
10	Employee Relations Dept	142,790			142,790	4,977	146,647	1,120
7	OWI Intensive Supervision	131,397	The second secon		131,397	1,184	122,053	10,528
12 (Coroner	39,210	en empresipalment de l'Alamin després (p. M. en sé.). Est displacable de l'Alamin (després de l'Alamin després de l'Alamin de l'Alamin després de l'Alamin després de l'Alamin		39,210	9,342	50,239	(1,687)
13	Finance	293,973		* The state of the	293,973	2,689	284,982	11,679
14	County Administrator	159,936			159,936	1	157,773	2,163
15	Economic Development	61,442			61,442	1	51,227	10,215
16	Information Systems	589,876			589,876	80,170	565,197	104,849
17 (County Treasurer	(2,978,620)			(2,978,620)	1,147,475	216,767	(2,047,913)
18	County Clerk	196,209			196,209	78,873	284,162	(180'6)
19	District Attorney	227,925			227,925	20,215	259,077	(10,937)
20	Corporation Counsel	122,557			122,557	1,963	171,066	(46,546)
21	Register of Deeds	16,709			16,709	285,773	192,835	109,647
22	Environmental Services	471,284			471,284	97,724	517,841	51,167
23 (County Farm	(104,419)			(104,419)	110,144	5,654	71
24 (County Insurance	51,811	many and the second sec		51,811	185,811	218,363	19,259
25	Sheriff's Dept	3,950,461	46,000		3,996,461	262,604	4,165,779	93,286
26	Health Dept.	259,727			259,727	674,613	862,964	71,375
27	Veterans Service	88,283			88,283	10,603	93,436	5,450
28 (Cultural-Aid to Libraries	360,302			360,302		361,004	(702)
Ť	Cultural-Library, Fair & Historical							
29	Society	32,932			32,932	•	32,932	
30	Snowmobile/ATV	,			4	67,429	38,324	29,105
31 (CDBG-EAP Disaster Relief project	1			•	1	52	(22)
32	Planning & Development	109,294			109,294	404,347	468,081	45,560
33 E	Emergency Management	135,286			135,286	120,674	262,453	(6,494)
34	U.W. Extension	266,947			266,947	2,589	247,052	22,484
35 [Land Conservation	173,211			173,211	315,568	430,963	57,816
36	Transfers to Other Funds	(50,000)			(20,000)	j.	457,000	407,000
37	Total General Fund	5,073,823	46,000	To the second se	5,119,823	4,269,724	11,401,500	(2,011,952)

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-			lowa Cou	lowa County - Financial Statement	Statement			
7		Forth	اله	Period Ending December 31, 2020	1, 2020 as of 2/24/2021	24/2021		
		Tax Levv	Budget	Carryovers	2020 Tax Levy + Budget Adjustments /	Year-to-Date Revenues -		Excess (Deficiency) of
m	Department	Adopted	Adjustments / Transfers	From Prior Year	Transfers / Carryovers	other than Tax Levy	Year-to-Date Expenditures	Revenues over Expenditures
	Special							
33	_				The second secon			
40	Social Services	1,479,415		and the second s	1,479,415	2,502,009	2,639,636	1,341,788
41	Child Support	21,384			21,384	207,286	231,394	(2,724)
42		309,267		N 10	309,267	747,242	1,015,644	40,865
43	Unified Services Fund	243,626			243,626	1	243,626	ATATATATA (ATATATA) IN ORI OLO (ATATATA) ATATATA ATATATA
	County Sales Tax Fund - 4							
44	months	1	to the state of th		1	1,891,009		1,891,009
45	Revolving Loan Fund				1	31,130		31,130
46	Tri County Airport	10,705			10,705		15,452	(4,747)
47	47 lowa County Airport - operating	76,437	50,500		126,937	200,797	306,796	20,938
48	Wisconsin River Rail Transit - Expenditures	30,000			30,000	,	30,000	1
49					,	43,527	66,928	(23,401)
	Capital Projects Fund - includes	The state of the s						The state of the s
20		1,564,243	64,667		1,628,910	27,590,482	16,057,060	13,162,332
51	Special Rev & Capital Funds Total	3,735,077	115,167		3,850,244	33,213,482	20,606,536	16,457,191
52	Enterprise Funds							
54	Bloomfield Healthcare & Rehab	363,223			363,223	3,884,570	4,724,690	(476,896)
55	Highway Dept-includes 50/50 bridge aids & Hwy Debt Pmts	4,258,395			4,258,395	8,424,363	8,586,151	4,096,608
26		4,621,618			4,621,618	12,308,933	13,310,840	3,619,711
58	57 58 Internal Service Fund						•	
59	59 SELF-INSURED WORKERS COMP	•			· ·	261,447	213,801	47,646
60	Total of All Funds	13.430.518	161.167		13.591.685	50.053.586	45.532.676	18.112.596
					((

RESOLUTION NO.

Resolution Recommending Transfer of Funds in 2021 from the Iowa County General Fund Balance to the Finance Department and County Clerk Department for the Cost of Time Off Benefit Payouts

TO THE HONORABLE IOWA COUNTY BOARD OF SUPERVISORS

E!----

WHEREAS, the Finance Department and County Clerk Department each had an employee receive a Time Off Benefit Payout in January due to retirement which has created a budget shortfall in each respective departments; and

NOW, THEREFORE, BE IT RESOLVED THAT: it is recommended to the Iowa County Board of Supervisors a transfer of funds from the Iowa County General Fund to cover the Expenditures in Excess of Budget by Department in the following 2021 accounts:

Finance Department	
100.11.51510.00000.110	
Salaries & Wages	\$ 69,580.60
100.11.51510.00000.151	
Social Security & Medicare	\$ 5,322.92
100.11.51510.00000.156	
Workers Compensation Benefit	\$ 118.29
Total Finance Department	\$ 75,021.81
County Clerk Department	
County Clerk Department 100.22.51420.00000.110	
	\$ 29,287.94
100.22.51420.00000.110	\$ 29,287.94
100.22.51420.00000.110 Salaries & Wages	\$ 29,287.94 \$ 2,240.53
100.22.51420.00000.110 Salaries & Wages 100.22.51420.00000.151	
100.22.51420.00000.110 Salaries & Wages 100.22.51420.00000.151 Social Security & Medicare	
100.22.51420.00000.110 Salaries & Wages 100.22.51420.00000.151 Social Security & Medicare 100.22.51420.00000.156	\$ 2,240.53

TOTAL \$106,600.07

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT: The Iowa County Board of Supervisors adopts the recommendations of the Executive Committee and approves the transfer of funds from the General Fund to cover the cost of Finance Department and County Clerk Department time off benefit payouts. The Board further directs the County Clerk to publish this Resolution pursuant to Wisconsin State Statute number 65.90 (5) (a) for the statutory requirement.

Respectfully submitted by the Iowa County Executive Committee

SITE LEASE AGREEMENT WISCONSIN POWER AND LIGHT COMPANY and IOWA COUNTY

This Site Lease Agreement ("Lease" or "Agreement"), dated as of ____, ____ (the "Effective Date"), is by and between Wisconsin Power and Light Company, a Wisconsin corporation, as Lessee ("Lessee"), and Iowa County, Wisconsin, 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 Customer-Hosted Energy Facility shown on <u>Exhibit B</u> in support of and as part of the Alliant Energy Customer-Hosted Renewables Program;

WHEREAS, Lessee proposes to lease from Lessor certain of Lessor's property located in Iowa 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 is 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 that differ materially from the Documented Site Conditions 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; and (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.

"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 ____ 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.

"Documented Site Conditions" means those conditions at the Premises documented in the Site Assessment in accordance with Section 2.6.

"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 David DeLeon, President, Wisconsin Power and Light Company.

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

"Lessor Senior Representative" shall mean Iowa County, County Administrator.

"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 Section 4.2.
 - "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 <u>Exhibit A</u>, as applicable, as such <u>Exhibit A</u> 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 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, cleanup, 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.

"Site" has the meaning set forth in $\underline{\text{Exhibit A}}$, as applicable, as such $\underline{\text{Exhibit A}}$ may be amended in accordance with the provisions of this Lease.

"*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 <u>Premises</u>. 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 <u>Exhibit A</u>, as such <u>Exhibit A</u> 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 <u>Exhibit D</u> for its respective specified purpose. The Premises, which shall include the Lessee's appurtenant rights to the Access Easement, shown on <u>Exhibit B</u>, respectively, are demised subject to the following:
 - (a) any encumbrances shown on the survey of the Premises, provided by Lessor, upon Lessee's written request and sole expense, Lessor shall furnish a current title abstract to Lessee. 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 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.

- <u>Exhibit B</u>, attached to this Lease, as of the Effective Date includes the Lessee's initial approximation of the Permitted Improvements, and <u>Exhibit B</u> 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.
- 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, except as otherwise provided in this Lease. 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 Gross Negligence or willful misconduct.
- 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 Section 4.2.
- 2.4 <u>Additional Use</u>. 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 <u>Notice of Construction; Delivery of Possession</u>. 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 <u>Site Assessment</u>. Within ninety (90) after the Effective Date Lessor may conduct, or contract with a third party for the completion of, an engineering report, review, or assessment for the purposes of determining whether the Property has the roof structure and supports necessary to support the construction, operation, and maintenance of the Customer-Hosted Facility (the "Site Assessment"). The Site Assessment shall contain the Documented Site Conditions. Upon receipt of the Site Assessment, Lessee shall have the right to request Lessor (at Lessor's sole cost and expense) use commercially reasonable efforts to implement any required

structural changes or improvements in accordance with Applicable Legal Requirements and as necessary to support the Permitted Improvements.

2.7 <u>Access to Premises Before Notice of Construction</u>. 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 <u>Term.</u> 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. So long as the Lessee is not then in an uncured Event of Default, 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 or Lessor, unless either party gives 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 parties as per Section 20.4 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 <u>Memorandum of Lease</u>. 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 Iowa 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 ten (10) days after the Termination Date.

SECTION 4 -- RENT AND OTHER CONSIDERATION

- 4.1 <u>Tariff.</u> In the event that there are any changes to the Tariff by the Public Service Commission of Wisconsin ("Commission") affecting the Monthly Rent due to allowances for increases thereof by the Commission, the parties shall, in good faith, review such changes and amend the Monthly Rent as reasonable in light of the terms of the revised Tariff.
- 4.2 <u>Customer-Hosted Facility Rent</u>. During the Term, within thirty (30) days of the Effective Date and each month thereafter, Lessee shall pay to Lessor, in advance, without notice or demand, the Monthly Rent. As consideration of the Monthly Rent, Lessor has elected not to receive RECS. The Monthly Rent shall be calculated as follows:

Customer-Hosted Facility Rent Calculation

	1.	Nameplate Capacity of Facility (MWac)	
-			

2.	Accredited Capacity of Facility (MWac)	
3.	Customer's Firm Demand	
4.	MISO CONE	
5.	Gross Annual Lease Amount	
6.	Gross Monthly Lease Amount (divide Line 5 by 12)	
7.	Net Monthly Lease Amount (Subtract Line 7 from Line 6)	

4.3 <u>Late Payments</u>. If any payment of Monthly Rent is not made within five (5) days of the 1st of the month, a one-time penalty of ten percent (10%) of the amount due shall be immediately payable by Lessee to Lessor. Said penalty shall accrue and be applied for each month rent is past due.

4.4 Taxes.

- (a) <u>Lessee Taxes</u>. 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 rents, water rents and 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. Lessee's obligations to pay real estate taxes, licenses, and other governmental charges as provided in this Section 4.4 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) <u>Lessor Taxes</u>. If applicable and unless Lessor is exempt from such 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 Section 4.3(a), above.
- (c) The provisions of this Section 4.3 shall survive the expiration or earlier termination of this Lease.

SECTION 5 -- INSURANCE

5.1 <u>Insurance Requirements</u>. Beginning on the Effective Date and throughout the Term, each Party shall maintain the policies and coverages set forth on <u>Exhibit C</u>. 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 <u>Intentionally deleted.</u>

SECTION 6 -- SURRENDER ON TERMINATION

- 6.1 <u>Surrender of the Premises and Removal of the Permitted Improvements.</u>
- (a) On the Termination Date, Lessee shall peaceably and quietly leave, surrender and yield up unto Lessor the Premises.
- (b) Notwithstanding the foregoing, Lessor shall have three options upon termination of said lease:
 - 1. The right to require Lessee, 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 subject to the Termination Date, remove the Permitted Improvements, including the Access Easement, whether above-ground or below-ground, from the Premises and appurtenant areas, and restore and reclaim the Premises and appurtenant areas subject to the Termination Date to approximately their original condition existing on the Effective Date, normal wear and tear and casualty excepted.
 - 2. The right to engage and negotiate with Lessee, in good faith, for the sale and purchase said infrastructure from Lessee at an agreed upon reasonable price and other terms and conditions which shall be negotiated between the parties, provided that, upon a sale, Lessor shall not operate the Permitted Improvements as a utility company or entity as defined by applicable Wisconsin laws and regulations, and Lessee shall be fully released from any and all liability with respect to the Permitted Improvements.
 - 3. Any property, improvements, or Permitted Improvements subject to 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).

SECTION 7 -- DUTY TO MAINTAIN

- 7.1 <u>Lessee's Duty</u>. 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 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 <u>Lessor's Duty.</u> During the Lease Term, Lessor shall maintain the Property more particularly described on Exhibit A and the Premises, but excluding the Customer-Hosted Facility described on Exhibit B, in good and usable condition. Excluding the Customer-Hosted Facility, 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 <u>Damage</u>. Lessor shall immediately notify Lessee in the event Lessor or Lessor's agents damage any portion of the Customer-Hosted Facility. Lessor shall be responsible for actual reasonable costs of repair, to be performed by Lessee or an approved Affiliate or subcontractor.
- 7.4 <u>Public Safety</u>. 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 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 Customer-Hosted Facility 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 Customer-Hosted Facility and procuring and maintaining or causing the procurement or maintenance of insurance on the Customer-Hosted Facility;

- (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 Customer-Hosted Facility 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) The Lessor shall have no obligation to perform 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.
- 76 Lessor's Right to Re-Roof. Lessor represents and warrants that the renewable portion of the roof surface that will support the Customer-Hosted Facility at the Premises is expected to not require replacement or significant refurbishment during the Term of the original Lease. In addition, the roof surface and underlying support structure is in good condition, and, consistent with the Site Assessment. Notwithstanding the foregoing, if Lessor determines during the Term that a new roof surface on the Premises is needed ("Re-Roof Requirement"), Lessor agrees that it shall share the costs of moving the Customer-Hosted Facility to allow Lessor to reroof the building ("Re-Roof Costs"), not to exceed the amount equal to three (3) monthly rent payments. The Re-Roof Costs will include the cost of removing the Customer-Hosted Facility from the roof, storing the Customer-Hosted Facility at Lessor and Lessee's expense or as arrangements allow for storage at the building, and re-installing the Customer-Hosted Facility as per the approved design and plans; provided, however, that (i) Lessor shall provide Lessee with at least thirty (30) days' prior written notice of its intent to re-roof the building; (ii) Lessor shall complete all re-roofing activities where the Customer-Hosted Facility was removed within thirty (30) days, weather permitting, and (iii) any new roof installed by Lessor on the Premises shall be suitable to support the continued operation of the Customer-Hosted Facility, as it existed and operated prior to such re-roofing installation. Notwithstanding anything to the contrary herein, during the Term and any Renewal Terms, in the event of a Re-Roof Requirement, Lessee agrees to remove, store, and re-install the Customer-Hosted Facility one-time during the Term and Renewal Terms, at Lessee's expense in the event Lessor's insurance policy does not cover such Re-Roof Requirement. Lessee shall not be responsible for the payment of Rent during that period in which Lessor has caused the removal of the Customer-Hosted Facility and until Lessee has reinstalled the Customer-Hosted Facility and achieved Commercial Operations of the Customer-Hosted Facility.
- 7.7 <u>Vegetation; Structures</u>. Lessor agrees that it shall not permit on the Premises or on any adjacent or nearby 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.

7.8 <u>Security</u>; <u>Safety</u>. Lessor shall be responsible for the security of the Property and shall maintain existing security measures as consistent with prudent industry practices. Lessee shall be responsible for the security of the Premises as well as install or implement any other necessary security measures consistent with prudent industry practices. Lessor and Lessee shall coordinate, in good faith, with respect to all security and safety plans beyond applicable electrical safety standards. Additionally, Lessor and Lessee shall coordinate, in good faith, with respect to any safe removal of snow on the Permitted Improvements.

SECTION 8 --CONSTRUCTION AND OPERATION OF PERMITTED IMPROVEMENTS

8.1 <u>General Description</u>. Except as otherwise specified herein, the Permitted Improvements shall consist of the improvements described on <u>Exhibit B</u>, 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 <u>Development Commences Promptly.</u> 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 <u>Completion Requirements</u>. Lessee will arrange for the construction of the Permitted Improvements in a good, careful, proper 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 delivery of the Notice of Construction Lessee's access to the Premises shall be non-exclusive. Lessor agrees to 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. Lessee understands that, due

to the nature and purpose of the property, that security is paramount and therefore agrees to seek an escort for all work completed inside the building. A 24 hour notice shall be made by Lessee to Lessor when interior access is required.

- 8.6 <u>Alterations</u>. Subject to Lessor's approval, 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 <u>Signs</u>. 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 further agrees that said sign(s) shall match existing signage and be consistent with size, colors, height, area, and lighting and approved by Iowa County Administrator. Lessor and Lessee agree to coordinate, in good faith, with respect to signage and marketing efforts of either party.

SECTION 9 -- SUBORDINATION; NONDISTURBANCE

9.1 <u>Subordination and Nondisturbance</u>.

- (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 neither Lessee nor Lessor will suffer any other matter or thing arising out of Lessee's use and occupancy of the Premises whereby the estate, rights and interests of either Lessee or Lessor 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.
- 9.2 <u>Discharge</u>. 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, Lessee or Lessor, 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 Lessee or Lessor, as applicable, and costs and expenses reasonably incurred

by Lessee or Lessor, respectively, in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessee's or Lessor'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 Lessee or Lessor's invoice therefor, as applicable.

SECTION 10 -- QUIET ENJOYMENT

- 10.1 <u>Quiet Enjoyment</u>. 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 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 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 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; or
- 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.
- 11.3 <u>No Consequential Damages</u>. 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, special 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 <u>Related Persons</u>. 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, 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 <u>Lessee Repair and Restoration</u>. 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 <u>Conditions of the Work</u>. 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 all of the provisions of this Lease.

- 12.3 Failure to Commence Repairs. If the Work 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 Work 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 <u>Lessee's Right to Terminate in Event of Shutdown</u>. 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. [For purposes of this Section 12.4, Governmental Authority shall not include Lessor.]

SECTION 13 – Intentionally Omitted

SECTION 14 -- ASSIGNMENT

- 14.1 <u>Assignment by Lessor</u>. 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 <u>Release of Lessor</u>. 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.
- 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 written consent of Lessor, which such consent shall not be unreasonably withheld, conditioned, or delayed. 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 responsibility 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.

Lessee's Right to Finance. Lessee will from time to time and at any time have the 14.4 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) <u>Lessee's Right to Terminate for Convenience</u>. 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 if either:
 - (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 and gives written notice to Lessor of its termination of the Lease effective not less than three hundred sixty-five (365) days after the date of the written notice ("Termination Date"); or
 - (ii) The Site Assessment identifies required structural changes or improvements which Lessor is unwilling or unable to accommodate and Lessee gives written notice to Lessor of its termination of the Lease effective not less than thirty (30) days after the date of the written notice.
- (b) <u>Lessor's Right to Terminate for Convenience</u>. 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 <u>Termination for Concealed Conditions</u>. 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.
- (a) 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.
- (b) If the presence of or required remedy of such Concealed Conditions could reasonably be expected to cause a material increase in Lessee's cost of performance of any of its obligations under this Lease, Lessee shall be entitled to terminate this Lease upon ten (10) days prior notice to Lessor; provided, however, that if the required remedy for such Concealed Conditions consists of the implementation of structural changes or improvements to the Premises that are required to support the Permitted Improvements, then, in lieu of such termination, Lessee may give written notice to Lessor of such needed changes. Lessor shall respond in writing to such notice within thirty (30) days thereafter stating whether Lessor agrees to implement such changes. If Lessor states in its responsive notice that it agrees to make the structural changes identified by Lessee, Lessor shall implement such structural changes or improvements in accordance with Applicable Legal Requirements, during which time Lessee shall be entitled to a day-for-day extension in any deadline applicable to such performance under this Lease. If Lessor states in its responsive notice that it does not agree to implement the structural changes proposed by Lessee, then Lessee shall be entitled to terminate this Lease upon ten (10) days written notice to Lessor.
- 15.3 <u>Effect of Termination</u>. Upon any termination of this Lease, Lessee shall, in accordance with the provisions of Section 6, remove the Permitted Improvements from the Premises. 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 <u>Termination for Default</u>. 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, special, 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;
- (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 <u>Remedies in the Event of Default</u>. 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 for the account and 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 <u>Additional Damages.</u> 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) <u>Damages Incurred by Lessor to Regain Possession Following the Termination Date</u>. 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) <u>Damages Incurred in Obtaining a New Location for the Customer-Hosted Facility</u>. In an Event of Default by Lessor which results in the Customer-Hosted Facility or the Premises becoming unusable, in whole or in substantial part, for the purposes intended by this Lease as stated in this Lease, Lessee shall be entitled to recover from Lessor, within ninety (90) days written demand from Lessee, all Lessee's reasonable expenses in connection with obtaining a new location for the Customer-Hosted Facility, brokerage commissions, and attorneys' fees, and cancellation charges, fees, or penalties imposed upon Lessee by third-parties.
- (d) <u>Damages Incurred in the Event of Constructive Abandonment Following the Termination Date</u>. 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 of the Permitting Improvements, net of salvage value, 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 <u>Lessee Liability Upon Termination</u>. 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 prior to or following the Termination Date, the Termination of this Lease shall relieve Lessee of its liability and obligations under this Lease.
- 15.8 <u>Force Majeure</u>. 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 <u>Lessee Representations and Warranties</u>. 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.
- (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 or its properties 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 <u>Lessee Covenants</u>. Lessee hereby represents, warrants, and covenants the following to Lessor:
 - (a) <u>Minimal Impacts.</u> 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 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) <u>Costs</u>. Lessee covenants to Lessor that Lessee shall be responsible for all costs necessary to construct, operate, maintain, repair, remove, replace, and expand the Permitted Improvements.
 - (c) <u>Governmental Agencies.</u> 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. 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) <u>Construction Liens</u>. 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) <u>Hazardous Materials</u>. 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 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 pre-existing 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) <u>GPS Coordinates</u>. Lessee shall provide Lessor with as-built drawings of the Customer-Hosted Facility and any underground improvements constructed on the Premises within sixty (60) days of the date of mechanical completion, as defined in the relevant engineering, procurement, and construction agreement for the Customer-Hosted Facility. This provision shall survive expiration or earlier termination of this Lease.

SECTION 18 --LESSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

- 18.1 <u>Lessor Representations and Warranties</u>. 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 is the sole owner of the Premises and has the unrestricted 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.
 - (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) Lessor's Property is in accordance with applicable state or local jurisdictional building code, whichever is more stringent. As of the Effective Date, and to Lessor's Knowledge, the Property and Premises have the structural supports and integrity necessary to the support the construction, operation, and maintenance of the Customer-Hosted Facility.

18.2 <u>Lessor Covenants</u>. 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, except the Access Easement; 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 other than the Customer-Hosted Facility, provided that Lessor may install electric vehicle charging stations pursuant to applicable laws, regulations, rules, and permits and so long as such installation and use does not interfere with Lessee's operation of the Customer-Hosted Facility, Permitted Improvements, or any other rights of Lessee under this Lease. Throughout the Term and any extensions thereof, as provided in Section 10.1, Lessor shall protect Lessee's rights of quiet enjoyment.

(b) <u>Intentionally deleted.</u>

- (c) <u>Liens and Tenants</u>. Lessor represents that there are no recorded or unrecorded liens, encumbrances, leases (including leases for tenant farmers), mortgages, deeds of trust (except as disclosed to Lessee in writing), or other exceptions (collectively, "*Liens*") to Lessor's fee title ownership of the Premises or to Lessor's right, title or interest in the Premises. Except as disclosed by Lessor in writing to Lessee, Lessor represents that there are no mortgages, deeds of trust, or similar liens or security interests encumbering all or any portion of the Premises. In accordance with Section 2.1(a), Lessor shall reasonably cooperate and assist Lessee in curing any title objection and obtaining any nondisturbance agreement from each party that holds rights (recorded or unrecorded) that might interfere with Lessee's rights under this Agreement.
- (d) <u>Requirements of Governmental Agencies.</u> 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.

(e) <u>Intentionally Omitted</u>

- (f) <u>Hazardous Materials</u>. 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 and that existed on or before 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 proximately 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) <u>Title Insurance</u>. 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) <u>Litigation</u>. No litigation is pending, and, 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

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 <u>Acceptance of Payment</u>. 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 <u>Confidentiality</u>. 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 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 <u>Successors and Assigns</u>. 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.

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: Cat Tackett Telephone: 608-458-3845

Email: cattackett@alliantenergy.com

To Lessor: Iowa County

Attn: County Administrator

222 N. Iowa Street Dodgeville, WI 53533

Telephone: 608-935-0318 or 608-935-0399

Email: larry.bierke@iowacounty.org

or

Kris.Spurley@iowacounty.org

- 20.5 <u>Governing Law.</u> 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.
- 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 sixty (60) 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 sixty (60) 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 <u>Condemnation</u>. 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 Waiver of Right to Trial by Jury. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 20.9 <u>Counterparts</u>. 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 <u>Severability</u>. 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 <u>Entire Agreement</u>. This Lease, together with its exhibits, contains the entire agreement between Lessee and Lessor with respect to the subject matter hereof to which Lessee and Lessor are Parties, supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 20.12 <u>Headings and Captions</u>. 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 <u>Singular and Plural, Gender.</u> 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 <u>Press Releases</u>. 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 <u>No Joint Venture</u>. 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 <u>No Broker</u>. 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 <u>Amendments</u>; <u>Binding Effect</u>. 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), 15.6 (Additional Damages), and 15.7 (Lessee 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), and Section 20 (Miscellaneous), shall survive the expiration or termination of this Lease indefinitely.
- 20.20 <u>No Third-Party Beneficiaries</u>. 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 <u>Further Assurances</u>. 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 <u>Good Faith</u>. 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 <u>Unpaid Amounts</u>, <u>Interest Rate</u>. Any amount owed by Lessee hereunder, unless otherwise provided herein, shall be paid within ten (10) days from the date Lessor renders statements of account therefore to Lessee and shall bear interest from the date due until the date paid at a rate equal to the Interest Rate.
- 20.25 <u>Merger of Title</u>. 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 <u>Spreading of Mortgage</u>. 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 <u>Lessor's Access to Premises</u>. 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]

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.

·	Wisconsin Power and Light Company
Ву:	By:
Name:	Name:
Title: Partner	Title:

EXHIBIT A

Legal Description of the Premises County will complete this if/when agreement is approved.

EXHIBIT B Customer-Hosted Facility

"After discussions conclude and a lease agreement is finalized, a detailed design will be developed to include the development of construction drawings and implementation schedule."

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: Employer's Liability Disease Each Employee: Employer's Liability Disease Policy Limit:	\$1,000,000 \$1,000,000 \$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 name the other party as an additional insured for the negligent acts and omissions of the named insured 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.

EXHIBIT D

ACCESS EASEMENT

County will complete this if/when agreement is approved.







November 2020

Dear Mr. Bierke,

Alliant Energy is pleased to provide you this indicative proposal for a solar system to be located on the roof of the new lowa County Law Enforcement Center building in Dodgeville, WI. We have finished the preliminary due diligence on your property and determined a 300-kilowatt (kWac) system could help achieve your objectives and Alliant Energy's sustainability goals by using our Customer Hosted Renewables Program. The purpose of this proposal is to provide you a high-level overview of this exciting opportunity and to kick-off more detailed discussions on the project.

Overall, the solar array will be owned by Alliant Energy and will add clean energy to the grid that will help power local homes and businesses for decades to come. In return, Alliant Energy will pay Iowa County an annual fixed lease payment of \$13,641 over the next 20 years. The attached lease also includes three 5-year extension options that would require mutual agreement by you and Alliant Energy.

Alliant Energy's goal is to have the solar system installed and operational by the end of 2021 - dependent on the timely execution of the lease agreement and receipt of all required permits. After the lease agreement is finalized, a more detailed design will be developed to include construction drawings and a more specific implementation schedule.

It is important to understand that an unexpected discovery on the property or unforeseen market conditions could impact the size of the project, your estimated annual lease payments, or the construction schedule. After reviewing this proposal, we hope our teams can meet to discuss any questions you may have about the project and the key next steps. We have also attached a document to help address some of the frequently asked questions about solar projects and our Customer Hosted Program.

Again, thank you for the opportunity to collaborate on an exciting project that will be an essential step in our effort to build a cleaner energy future for the greater Dodgeville area and Wisconsin.

Sincerely,

Zack A. Hill

Zolphies

Alliant Energy, Sr. Resource Development Manager



Iowa County Law Enforcement Center Solar Project - Indicative Pro Forma

Customer Contact: Larry Bierke, Iowa

County Administrator

Project Address: 109 E Leffler St.

Dodgeville, WI 53533

Total Project Size: 300 kW(ac)¹ Mounting Style: Ballasted - Fixed

Alliant Energy Contact: Troy Pittz

Phone: 608.458.4207

Email: TroyPittz@alliantenergy.com Proposal Date: November 24, 2020

Customer-Hosted Renewables Program

Size: 300 kW(ac)

Year 1 Estimated Annual Energy Production: 500 - 550 megawatt-hours (MWh)

Under the Customer-Hosted Renewables Program, the primary financial benefit to the Iowa County Sheriff's Department is the annual lease payments for hosting the solar array. The lease payments were approved by the Wisconsin Public Service Commission and are non-negotiable. This agreement is autonomous from the utility service that is provided to the Sheriff's Department and will not impact your monthly utility rates or electric rates.

Alliant Energy Lease P	ayments to Iowa County
Total Annual Payment	20-Year Total
\$13,641	\$272,820

You may elect to receive Renewable Energy Credits (RECs) in lieu of full lease payments under this Program to help meet your sustainability goals; however, your annual lease payments would be reduced by the current value of the RECs. Alliant Energy will provide more information about this option during our next discussion.

Estimated REC Value as of November 2020: \$.75 - \$1.00/MWh

¹ Size of system will be finalized once a detail design has been completed and equipment has been selected. Size proposed may vary by +/- 10% of the final system.



Iowa County Law Enforcement Center Solar Project - Next Steps

This proposal is valid until January 31, 2021 and we are available to discuss and refine the proposal during this period. Alliant Energy requests that you indicate acceptance of this proposal with a Letter of Intent (LOI) by January 31, 2021, authorizing Alliant Energy to commission contractors to conduct feasibility studies on your behalf, and state your intention to negotiate and execute the enclosed Lease agreement within two months of the LOI. Alliant Energy can provide a draft LOI should you want one.



MEMO

To: Iowa County Board Members

cc: Larry Bierke - Iowa County Administrator, Dave Morzenti - Iowa County Corporation Counsel

From: Zack A. Hill – Sr. Resource Development Manager, Alliant Energy

Re: Executive Summary of Iowa County Law Enforcement Solar Proposal and Lease

The purpose of this executive summary is to provide Iowa County Board Members with an overview of the 300-kilowatt (kW) solar facility Wisconsin Power & Light (WPL) has proposed to build on the County's new Law Enforcement building's roof in Dodgeville.

Overall, WPL will use its new "Customer Hosted Renewable Program" with this project, which allows the utility to own and operate solar facilities on a customer's property in exchange for providing them with monthly lease payments over a 20-year contract term. Clean electricity generated from the solar array will flow into the local distribution system, thus helping to power nearby homes and businesses for many years to come.

It is important to note that WPL's preliminary design of the project is conservative, but we will seek to increase the system size above 300kW as more detailed studies are completed. Upon executing the lease with Iowa County, WPL will select the installer that will finalize the project's design, procure all the necessary equipment, and construct the solar facility. Pending timely execution of the lease and WPL's receipt of all local permits, Iowa County's newest solar array could be energized by the end of 2021.

We hope this executive summary provides you with a better understanding of this exciting project and the many opportunities that come from partnering with WPL in building a cleaner energy future for Wisconsin. We also welcome the opportunity to discuss specific lease terms and conditions in more detail with you.

Project Overview

Solar Array Location	Iowa County Law Enforcement Building (Dodgeville, WI)
Size	300 kW(ac)
Module Characteristics	Modules have not been selected for this project yet
Fixed or single-axis	Fixed
In-Service Date	Q4 2021 (pending execution of lease and receipt of all permits)
WPL Renewable Tariff	Customer Hosted Program
Selected Installer	TBD
Annual Lease Payment	\$13,6411
20-Year Lease Payment (TOTAL)	\$272,820
	The lease contains three, 5-year extension options that must be
Extension and Purchase Options	agreed to by both parties and contains a purchase option for
	Iowa County

¹ Annual lease payments are set by the Public Service Commission of Wisconsin and are non-negotiable

Overview of Key Lease Terms and Conditions

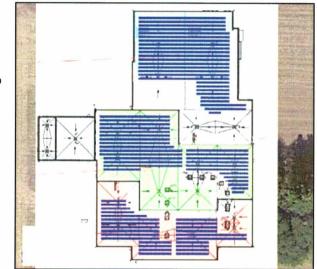
At its February 9th meeting, some County Board Members expressed concern about key terms and conditions in the lease, which in their view increased the overall risk profile of the project. We understand your concerns and would welcome the opportunity to meet and discuss any questions you have about the lease.

High-Level Description of Project Design

For flat rooftop solar deployments like this one, WPL expects our selected installer to use a ballasted non-penetrating racking design (see Exhibit 1 for example). Inverters are typically are mounted near the point of interconnect on the exterior of the building and all necessary conduit runs are also external. Because of this, we do not expect few - <u>if any</u> - penetrations to the roof membrane for the

entire project. See the preliminary array design at right.

The exact count of ballast trays and their individual ballast loading is dependent on the final specific engineered design, but the goal is to minimize roof deadload - or the total weight of the panels and support system. A safe assumption is 5lbs/sqft of additional deadload to the roof membrane, but a very regular array shape will likely result in a lower number. Wind defectors on the high side (north edge) of modules will also be used to ensure minimum wind uplifting in the event of extreme weather conditions. Overall, very rarely do we see any need for any roof modifications to accommodate a solar system, but part of the process after



executing the lease will be generating a calcs package stamped by an engineer to ensure the building can safely handle the addition of a solar array.

Finally, between the ballast tray and the roof membrane the installer will likely place a slip sheet of the same roof material to eliminate any vibration that might cause premature ware to the roof surface. If desired by a customer, we will request our installer engages in both pre and post inspection with your roofing company to maintain the existing warranty and to provide all required documentation to satisfy their requirements.

Benefits of Partnering with WPL

The decision to install a rooftop solar array can often be difficult because of the building's large capital investment and it is natural for customers to focus on the scenarios of what could wrong rather than their actual likelihood. For example, fires caused by PV solar systems are extremely rare and industry reports have estimated there are fewer than 1 incident per 10,000 installations.² Below are a few

² https://www.solarpowerworldonline.com/2020/11/the-facts-on-the-fire-risks-of-rooftop-solar-arrays/

advantages of partnering with WPL on the Enforcement Center project using the Customer Hosted Renewables Program:

- No upfront costs, or any costs for that matter, to Iowa County for the new solar array. Iowa
 County also will not have to be concerned about evaluating complex financing schemes to pay
 for the project.
- The project will be a hassle-free for Iowa County as WPL will handle all the operations and maintenance responsibilities needed to ensure the facility runs efficiently for many years to come.
- Iowa County and WPL can jointly market the project throughout local communities to help accelerate the new solar installations
- WPL has provided reliable and affordable electricity to southcentral Wisconsin for over 100 years - you'll be able to count on us if unforeseen issues with the project arise over the next two decades.
- A successful partnership on the Enforcement Center's roof could lead to many more renewable opportunities we can work on together to support Iowa County's long-term sustainability goals and energy objectives.

Below are some links to a recent solar project WPL announced with the City of Sheboygan using the Customer Hosted Renewables Program:

WPL's press release:

https://www.alliantenergy.com/AlliantEnergyNews/NewsReleases/NewsRelease011521

City of Sheboygan Article:

https://www.sheboyganwi.gov/alliant-energy-solar-project/

Exhibit 1 – Examples of Ballasted System





IOWA COUNTY BOARD OF SUPERVISORS RESOLUTION 3-0121

A RESOLUTION DIRECTING FIBER ACCESS ACROSS WISCONSIN RIVER

WHEREAS, for several years, the lowa County Board of Supervisors has set the goal of expanding rural access to high speed internet; and

WHEREAS, Sauk County has a fiber ring that if accessible, could connect lowa County to prospective Internet Service Providers not otherwise present in Iowa County; and

WHEREAS, the Wisconsin River, a natural barrier, exists between Iowa and Sauk County and this barrier limits Iowa County's access to the Sauk County fiber ring; and

WHEREAS, the Iowa County Board finds it necessary to secure a river crossing to encourage Internet Service Providers with the opportunity to serve Iowa County with high speed internet; and

NOW THEREFORE, BE IT RESOLVED, by the lowa County Board of Supervisors as follows:

- 1. The lowa County Board hereby directs the County Administrator to utilize all contacts and relationships to pursue a partnership that would create a new fiber line river crossing for high speed internet access. The County Administrator hereby has until May 31, 2021 to complete this new partnership for the County Board to consider.
- 2. Should the County Administrator be unsuccessful in creating said new partnership, lowa County shall contact existing internet providers and consider a lease arrangement to ensure no fewer than 24 fiber pairs are secured as incentives for future expansion of Internet Service Providers into Iowa County. The County Administrator hereby has until July 31, 2021 to complete this lease effort.
- 3. Should the County Administrator be unsuccessful in securing the needed partnerships or a lease for existing fiber lines crossing the Wisconsin River in the required timelines, lowa County shall bid out the prospective public improvement and bring said bids to the County Board for consideration on or before September 30, 2021.

NOW BE IT FURTHER RESOLVED, by the Iowa County Board of Supervisors that: It is understood that this public improvement is of great value to the future expansion of High Speed Internet connectivity and that the Iowa County Board of Supervisors will be making a significant advancement in their annual goal of expanding rural access to high speed internet by securing said river crossing.

The above and foregoing Resolution was duly adopted by the Iowa County Board of Supervisors this _____ day of January, 2021.

John M. Meyers, Iowa County Board Chair

ATTEST:

Kris Spurley, County Cler

IOWA COUNTY BOARD OF SUPERVISORS RESOLUTION NO. <u>09-0221</u> A RESOLUTION REAFFIRMING IOWA COUNTY'S COMMITMENT TO CLEAN AND RENEWABLE ENERGY

WHEREAS, for many years, the lowa County Board of Supervisors has pursued renewable and clean energy for production and consumption in lowa County; and

WHEREAS, an example of lowa County's commitment to sustainable energy, the lowa County Board of Supervisors previously approved the construction of the Montfort Wind Energy Center, which at the time was the largest commercial wind producer installation in the State of Wisconsin; and

WHEREAS, in 2009, the lowa County Board of Supervisors adopted a goal of generating 25% of electricity and transportation fuels from renewable resources by 2025; and 25%

WHEREAS, in 2013, the lowa County Board of Supervisors endorsed the Clean Energy Choice Initiative; and

WHEREAS, the lowa County Board of Supervisors further supported the expansion of solar energy production by signing a cooperation agreement for the construction of Wisconsin's largest solar generation facility, Badger Hollow, in 2018; and

WHEREAS, lowa County has the most ideal geographic conditions in the state of Wisconsin that is conducive for the development of wind and solar electricity production; and

WHEREAS, Commercial wind and solar electric generating plants have optimal efficiency; and

WHEREAS, the state of Wisconsin and the United States have adopted aggressive goals for green energy production; and

WHEREAS, there is a need for green energy in the energy deficient cities of Wisconsin and nationwide; and

NOW THEREFORE, BE IT RESOLVED, by the lowa County Board of Supervisors as that lowa County continue to lead in the clean and renewable energy production and consumption by:

- 1. Iowa County has an obligation to produce green energy for areas that are unable to do so.
- 2. Iowa County supports the development of green energy and supports infra structure needed for green energy.

NOW BE IT FURTHER RESOLVED, by the lowa County Board of Supervisors that the County Clerk email a copy of this resolution to state legislative officials to ensure our priorities are heard and that they be encouraged to assist with grant dollars in support of clean energy adoption.

	The above and foregoing Resolution was duly adopted by the Iowa County Board of Supervisors this day of February, 2021.
	John M. Meyers, Iowa County Board Chair
ATTEST	

Kris Spurley, County Clerk