

NOTICES OF PUBLIC MEETINGS

A public meeting will take place at the time and place indicated below. The meeting is open to the public in keeping with Chapter 19, Subchapter IV, 1985 Wisconsin Statutes (Open Meeting Law).

Government Unit Conducting Meeting: Finance Committee
Date: February 24, 2025
Time: 4:30 p.m.
Place: Park Falls Public Library – 2nd Floor Conference Room

AGENDA

1. Call to Order
 2. Review Invoices for Approval
 3. Adjourn
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A public meeting will take place at the time and place indicated below. The meeting is open to the public in keeping with Chapter 19, Subchapter IV, 1985 Wisconsin Statutes (Open Meeting Law).

Government Unit Conducting Meeting: Common Council
Date: February 24, 2025
Time: 5:00 p.m.
Place: 410 Division Street - 3rd Floor Auditorium

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt the Agenda
5. Approval of Minutes:
 - A. Common Council Meeting January 27, 2025
 - B. Committee of the Whole Meeting February 10, 2025
 - C. Parks & Recreation Committee February 12, 2025
6. Communications
7. Public Comment
8. New Business
 - A. Public Hearing – Proposed Energy Storage Project – Maple Ridge Road
 - B. Energy Storage Lease and Easement Option Agreement
 - C. Ordinance 25-006 - Chronic Nuisance
 - D. Ordinance 25-007 – Hines Park Camping Regulations
 - E. MMC-PF Ambulance Garage Lease
 - F. Administrator’s Job Description
 - G. Resolution 25-003 - DOT Traffic Study
9. Committee Reports
 - A. Finance
 1. Payment of Bills
10. City Officials’ Reports
 - A. Mayor
 - B. Attorney

- C. Administrator
- D. Clerk
- E. Treasurer
- F. Library Director
 - 1. March Calendars
- G. DPW Director
- H. Chief of Police
- I. Fire Chief

11. Adjourn

Posted: February 19, 2025

Prepared By: Shannon Greenwood, Clerk

Services are provided on an Equal Opportunity basis. Reasonable accommodation for alternative means of communication or access for individuals with disabilities will be made upon request. Please call 715-762-2436.

COMMON COUNCIL COMMITTEE OF THE WHOLE 1/27/2025

The Common Council of the City of Park Falls met in regular session at 5:00 PM on Monday, January 27, 2025. Mayor Tara Tervort called the meeting to order at 5:00 PM and the following members were present:

Mayor:	Tara Tervort
Alderman:	Dan Greenwood Dennis Wartgow Terry Wilson James Corbett Anthony Thier Dixie Weidman Michael Mader Dina Bukachek
City Attorney:	Bryce Schoenborn - Excused
City and Zoning Administrator:	Scott Kluver

Staff present: Shannon Greenwood, Bill Hoffman, Marvin Nevelier, Deb Hyde, Becky Michels

Also present: Dwight Webb, Gary Wollerman, Victor Ambrose, Rachel Greenwood, Brenda Smetak, Charlie Hawn, and Justine Talek (virtually)

There was a motion by Alderman Wilson and seconded by Alderman Mader to adopt the agenda as presented. Motion carried.

There was a motion by Alderman Wartgow and seconded by Alderman Bukachek to approve the minutes for the Common Council meeting on November 25, 2024, Finance Committee Meeting on December 9, 2024, Committee of the Whole on December 9, 2025, Plan Commission on December 12, 2024, Plan Commission on January 9, 2025, and Committee of the Whole on January 13, 2025. Motion carried.

COMMUNICATIONS – None.

PUBLIC COMMENT – None.

NEW BUSINESS

Justine Talek, ESA Solar, discussed the Lease and Easement Option Agreement for the proposed energy storage project at the former landfill located west of the City. It would still allow necessary access to maintain the landfill area. DNR would need to review the proposed plans and decide that the development would be acceptable. Insurance and indemnification are covered in the agreement. The timeline for operation is 5 years with a proposed 50-year agreement. It was suggested that the City offers a public hearing for the adjoining property owners. There was a motion by Alderman Wartgow and seconded by Alderman Greenwood to approve the Conditional Use Permit to North Development PF, LLC recommended by the Plan Commission. Motion carried. At 5:28 Mayor Tervort opened the Public Hearing for the proposed ordinances as recommended by the Plan Commission to simplify the process for CSM's and make the approval process less cumbersome. There was a motion by Alderman Wartgow and seconded by Alderman Greenwood to approve

Ordinance 25-001 – Certified Survey Land Division Technical Requirements; Review and Approval and Ordinance 25-002 – Minor Land Division (Certified Survey Map). Motion carried, 8-0. At 5:37 Mayor Tervort opened the Public Hearing for the Lower Dam Road Certified Survey Map recommended by the Plan Commission. The CSM needs to be signed by all adjacent property owners and might need to be revised if it is not. Motion by Alderman Mader and seconded by Alderman Wilson to approve Lower Dam Road CSM. Motion carried, 8-0. Discussed the statutory requirement for permitting and establishing charges for pawnbrokers and secondhand jewelry dealers. There was a motion by Alderman Wartgow and seconded by Alderman Mader to approve Ordinance 25-003 – Pawnbroker and Secondhand Article and Jewelry Dealers. Motion carried, 8-0. Reviewed the proposed ordinances that were drafted to accomplish the desired outcome for council meeting structure. There was a motion by Alderman Weidman and seconded by Alderman Mader to approve Charter Ordinance 25-001 – Meeting of the Common Council. Motion carried, 8-0. There was a motion by Alderman Wilson and seconded by Alderman Weidman to approve Ordinance 25-004 – Order of Business. Motion carried, 8-0. Discussed the draft budget amendment for the Water and Sewer Utilities related to the STH 13 highway project, essentially splitting the cost for the utility portion of the project and putting it in the appropriate expense categories and reducing the amount of revenue that will go into the retained revenues. There was a motion by Alderman Weidman and seconded by Alderman Mader to approve Resolution 25-001 – Amendment to the 2025 Water and Sewer Utility Budgets. Motion carried, 8-0.

COMMITTEE REPORTS

Finance – There was a motion by Alderman Thier and seconded by Alderman Bukachek to approve paying the bills in the amount of \$83,793.05. Motion carried, 8-0.

Board of Public Works – Director Hoffman reported that Janke has pulled their construction trailer out and Pieper Electric has installed the light posts throughout Old Abe Memorial Park. The LED lights are set on automatic timers and may be adjusted.

Public Services – Nothing to report.

Personnel – Nothing to report.

CITY OFFICIALS' REPORTS

Mayor Tervort: Mayor will be attending the League of Wisconsin Municipalities board meeting in Madison on Tuesday.

Administrator Kluver: the contract for refuse and recycling was reviewed for accuracy, with attention to the number of units served. The requirement for multi-unit dwellings having receptacles for each unit could be revised to offer dumpsters. The contract will need to be reviewed prior to the next bid cycle. The copy machine in City Hall is failing, and a new machine will be delivered in a week or so. The monthly fee will be increased, but the cost per copy will be decreased. A sound system has been ordered for the Council chambers.

City Clerk Greenwood: There is a nonpartisan primary for State Superintendent of Public Instruction on February 18th. Absentee ballots were mailed out today and the in-person absentee voting is scheduled for February 4-14.

Treasurer Michels: The 2024 audit is underway and is on track to be completed before summer for the first time in a while.

Library: January and February calendars are included in the packet. The new hours, which were recommended by the Library Board, will see the Library closing at 6 pm. Discussed the history of the very generous donor, Judith K. Lawrence, who left \$300,000 in trust for the Library.

DPW Director Hoffman: There has been progress on the new plow truck which is built to specifications. The truck is expected to be delivered in February. The treatment of the ash basin contents has been completed, and DPW worked with the Mill owners, the DNR, and consulted with Pat Morrow, MSA. Testing and chemical treating costs were \$31,000 above the industrial rate that was calculated.

Chief of Police Nevelier: The individual that was on contract with PFPD for recruitment academy has contacted the Chief to note that he will likely be looking for employment in the area he currently resides in. The costs for the security camera for Old Abe Memorial Park are higher than anticipated and the Chief is working with Forward Bank to potentially be a donor for the project.

At 6:19 p.m. there was a motion by Alderman Wilson and seconded by Alderman Weidman to convene into closed session, pursuant to Wisconsin State Statutes 19.85(1)(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. (*Consideration of Denied Operators License- Rachel Greenwood*). Motion carried, 8-0.

At 6:44 there was a motion by Alderman Wilson and seconded by Alderman Weidman to reconvene into open session, for discussion and/or to take possible action on closed session items. Motion carried, 8-0.

The meeting was adjourned at 6:44 p.m.

Prepared by: Shannon Greenwood, City Clerk

COMMON COUNCIL COMMITTEE OF THE WHOLE 2/10/2025

The Common Council of the City of Park Falls met in regular session at 5:00 PM on Monday, February 10, 2025. Mayor Tara Tervort called the meeting to order at 5:00 PM and the following members were present:

Mayor:	Tara Tervort
Alderman:	Dan Greenwood Dennis Wartgow Terry Wilson James Corbett Anthony Thier Dixie Weidman Michael Mader Dina Bukachek
City Attorney:	Bryce Schoenborn
City and Zoning Administrator:	Scott Kluver

Staff present: Shannon Greenwood, Bill Hoffman, Becky Michels, Marvin Nevelier, Deb Hyde, Larry Reas

Also present: Gary Wollerman, Judi Grissmeyer, Sarah Enderle, Andrew Casper (virtually)

There was a motion by Alderman Weidman and seconded by Alderman Mader to adopt the agenda as presented. Motion carried.

COMMUNICATIONS – Alderman Mader stated that the Price Ice Figure Skating show is scheduled for March 1st and 2nd at the Recreation Arena. Alderman Weidman thanked the DPW crew for their work to repair the water main break on 3rd Avenue on Saturday during very inclement weather. Mayor Tervort reminded the Council that there is a League of Municipalities Regional Roundtable discussion scheduled for March 6th in Tomahawk. The program material is focused on Robert's Rules of Order and the training is provided by League Assistant General Counsel, Ryan Sendelbach.

PUBLIC COMMENT – S. Enderle stated that she has concerns about the proposed chronic nuisance ordinance with respect to misuse or abuse.

NEW BUSINESS

Discussed the STH 13 repaving project and the anticipated 7% penalty for the items the City wants removed from the contract. Andrew Casper, Project Manager with Department of Transportation, attended virtually and stated that they do not allow elimination of whole items with specific funding sources. Mayor Tervort stated that she has a call to the Governor's office, as well as the League of Municipalities and the Secretary of the DOT to inquire why they have not considered alternate bidding for aesthetic items. Alderman Wartgow noted that it is on the City's best interest to pay the penalty as opposed to re-bidding the project which could result in a new bid that could potentially exceed that amount. Motion by Alderman Wartgow and seconded by Alderman Wilson to approve the bid with the 7% penalty. Motion carried, 8-0. Motion by Alderman Wilson and seconded by Alderman Weidman to approve resolution 25-002 – Number of Election Official Requirements. Motion carried. Changes to the Ordinance that regulates trapping within City limits was requested as a result of a public comment and several inquiries. There was a motion by Alderman Wartgow and seconded by Alderman

Bukachek to approve Ordinance 25-005 – Regulation of Firearms Explosives, and Other Missiles. Motion carried. Discussed the draft chronic nuisance Ordinance to establish a process to address properties where police services are required more than three separate days per year. Chief Nevelier noted that the Ordinance would help to solve problem properties with absent landlords, and this draft mirrors what is enforced in other municipalities. Reviewed the list of Goals, Objectives, and Priorities to serve as a guide for the remainder of the year.

COMMITTEE REPORTS

Finance – The Finance Committee met prior to the meeting to review invoices submitted for payment. There was a motion by Alderman Weidman and seconded by Alderman Greenwood to approve paying the bills in the amount of \$127,308.18. Motion carried, 6-0. Motion by Alderman Weidman and seconded by Alderman Wartgow to approve the Contractors Application for Pay #7 to Janke General Contractors in the amount of \$97,928.07. Motion carried, 8-0.

Board of Public Works – Nothing to report

Public Services – Nothing to report.

Personnel – Nothing to report.

Update to Committee of the Whole on General City Operations – Nothing additional.

The meeting was adjourned at 6:34 p.m.

Prepared by: Shannon Greenwood, Clerk

MINUTES – PARKS, RECREATION & HISTORICAL LANDMARKS MEETING

Government Unit Conducting Meeting: Parks, Recreation & Historical Landmarks
Date: February 12, 2025
Time: 5:00 P.M.
Place: 410 Division Street, Park Falls

Members of the Parks, Recreation & Historical Landmarks Committee Present – Mayor Tara Tervort, Dina Bukachek, Dixie Weidman, Benjamin Fox, Juliett Corbett

Staff: City Administrator Scott Kluver, DPW Director William Hoffman, Clerk Shannon Greenwood

Also Present: Michael Mader

The meeting was called to order by Mayor Tervort at 4:30 pm.

Public Comment – None.

Approve Minutes of October 17, 2024 – There was a motion by Alderman Weidman and seconded by Alderman Bukachek to approve the minutes for the Parks, Recreation, and Historical Landmarks meeting on October 17, 2024. Motion carried.

Discussion and Potential Recommendations on Hines Park RV Camping Utilization – Administrator Kluver discussed how the City is looking at ways to increase revenue. It is important to recognize the intention of the campground, and the improvements made and asked if it is to generate revenues or be a tourist amenity. The RV park has several good amenities, but low utilization in 2023 and 2024. Data from payment records shows 34% occupancy in 2023 and 26.4 in 2024. The limited data does not distinguish whether the drop in occupancy can be attributed to the Ordinance that was passed in 2022 or possibly the smell from the sludge pits. The campground has been added to the Chamber site for ‘lodging’, and we need to do a better job of marketing the park and campground. The City would like to add a site map to the website. DPW is removing 2 of the 3 horseshoe pits and adding permanent corn hole sets. Every site has a picnic table and fire ring.

Would like to soften language or adjust the date for the Closing of park so that we are not violating our own Ordinance. The City is looking for a reasonable way to create a WIFI system that we could get ROI in a year. Discussed potentially designating a certain number of sites, or even specific sites, that are considered long term. Restricted hours language needs to be adjusted. Change wording regarding time of posting the permit.

There was a motion Alderman Bukachek and seconded by Alderman Weidman to remove the language limiting the number of stays per site, adjust language regarding restricted hours to remove “and must remain in your campsite”, change language regarding the displaying of permit to add “if you are staying additional nights”, adjust the language concerning opening and closing date and establish quiet hours. Motion carried.

The meeting was adjourned at 5:44 p.m.

Prepared by: Shannon Greenwood – Clerk



410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715)762-2436 Fax (715) 762-2437
www.cityofparkfalls.com

To: Honorable Mayor and Alders
From: Scott J. Kluver, ^{SSK} Administrator
Re: Public Hearing/ESA Solar Agreement
Date: February 17, 2025

First, you will have the public hearing on the proposed ESA Solar development. This public hearing is a courtesy to the surrounding property owners. The enclosed letter was sent to all property owners within a quarter mile of the parcel that would be developed. Know that representatives from ESA Solar will be physically present at the meeting to present and answer questions.

In addition, you have the proposed agreement enclosed. The Council would be free to take action on the agreement following the public hearing. Do note that one question was asked of me as to what happens should ESA Solar go bankrupt, who would remove the equipment. The answer to that question is that a bond is required in section 9.3 of the agreement.

Please let me know if you have further questions regarding this matter.



410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715)762-2436 • Fax (715) 762-2437
www.cityofparkfalls.com

January 28, 2025

Resident Name
Resident Address
Park Falls, WI 54552

The purpose of this letter is to notify you that the City of Park Falls will hold a public hearing on Monday, February 24, 2025, beginning at 5:00 p.m. in the Park Falls City Hall, 410 Division Street, Park Falls, Wisconsin. The purpose of the public hearing is to consider a Lease and Easement Option Agreement for a proposed energy storage project at a property on Maple Ridge Road.

ESA Solar is requesting an easement for the property located off Maple Ridge Road (Tax ID 14187) in the Town of Lake and is zoned A-1 Agricultural. The project would have to meet the Town of Lake Zoning requirements, and additional DNR permitting may be required as well.

Interested persons may view the agreement and materials at the Park Falls City Hall at the address above during regular office hours. Comments may be made at the Public Hearing or submitted in writing, in advance of the hearing, to City Clerk Shannon Greenwood at clerk@cityofparkfalls.com.

At the public hearing, interested parties/neighbors will be given a reasonable opportunity to express their views.

Shannon Greenwood
City Clerk

Tax Id	Last Name	First Name	Property Address
13999	KRONBERGER	SARAH A (KOVACH)	W8186 MAPLE RIDGE RD
13991	R HANISH FAMILY IRREVOCABLE TRUST		W8466 MAPLE RIDGE RD
14020	POLLITT	VANCE E & CAROLYN A	W8592 MAPLE RIDGE RD
14147	LUHTALA	JOHN O & DOROTHY L	
13989	DONNER	MARK T & RENEE S	W8436 MAPLE RIDGE RD
13997	ADAMS	ROBERT P & KAREN K	
13993	SMITH	PETER M & KARRIE E	W8364 MAPLE RIDGE RD
13990	DONNER	MARK T & RENEE S	
27881	MEYER	KELLY A & CODY J	W8173 MAPLE RIDGE RD
14175	JACOB	WILLIAM P & DIANE K	
14184	JACOB	WILLIAM P & DIANE K	
14187	CITY OF PARK FALLS		
14192	CITY OF PARK FALLS		
14194	JACOB	WILLIAM P & DIANE K	
27842	CITY OF PARK FALLS		
14182	JACOB	WILLIAM P & DIANE K	N15565 TOWER RD
14181	SITTE	ERIC M	W8239 MAPLE RIDGE RD
13992	DONNER	MARK T & RENEE S	
14195	BABLICK	WILLIAM G & SARA B	
14191	CANIK	PATRICK J & SAVANNAH H	N15544 TEETERS RD
14188	KARREN	THOMAS M & CARRIE SUE	W8435 MAPLE RIDGE RD
26594	TENPAS	BENJAMIN J	W8467 MAPLE RIDGE RD
14190	PLUMMER	LINN M	N15628 TEETERS RD
13996	BALZER	JOSEPH G	
13987	MOHR	STEVEN W	W8394 MAPLE RIDGE RD
13988	R HANISH FAMILY IRREVOCABLE TRUST		
26595	BREDL	JAMES ROBERT	N15636 TEETERS RD
27841	BELLMORE	MICHAEL W	W8293 MAPLE RIDGE RD

ENERGY STORAGE LEASE AND EASEMENT OPTION AGREEMENT

This Energy Storage Lease and Easement Option Agreement (“**Agreement**”) is made as of this ____ day of _____, 2025 (“**Effective Date**”) between the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin (“**Lessor**”), and **SDG BESS, LLC**, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

Commented [ED1]: Common Council will need to do a written vote in their meeting minutes or a resolution, and then once the vote is approved, the Mayor & City Clerk would sign the lease.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Price County in the State of Wisconsin, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a battery energy storage system on the Premises (“**Project**”) in the approximate location as generally depicted on the attached Exhibit A-1.

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises in the approximate location as shown in the attached as Exhibit A-1 on the terms set forth in this Agreement, which will be defined by a final survey provided by Grantee as contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an exclusive, unconditional, and irrevocable option to lease the Premises for the purposes of testing and evaluating the feasibility of the Premises for energy storage purposes (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Battery Facilities**”:

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(i) utility scale energy storage facilities including storage facilities utilizing battery technology and other equipment that stores and/or collects energy, and any related fixtures and facilities;

(ii) appurtenant electric facilities, including inverters, cables, foundations, mounting units and any related fixtures and facilities;

(iii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, gates, fences, roads and related structures and facilities;

(iv) overhead and/or underground electrical transmission, collection and communications lines and cables, electric transformers, switching stations, substations, energy storage facilities and telecommunications equipment (collectively, "**Transmission Facilities**"); ~~and~~

(v) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for energy storage purposes; and

(+)(vi) Lessee agrees to install a locked gate at the access route entrance where both Lessee and Lessor will have access to the lock.

(b) **Purpose of Agreement.** This Agreement is solely and exclusively for energy storage purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for energy storage purposes. For purposes of this Agreement, "energy storage purposes" means: assessing the feasibility of the Premises for, and if Lessee so elects, constructing, reconstructing, replacing, relocating, removing, operating, maintaining and using the Battery Facilities, and any and all other related activities.

(c) **Option Period Activities.** During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(d) **Easements.** In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an easement for ingress to and egress from the Battery Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right of Lessee to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(ii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an “**Additional Easement**”) in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintenance of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Battery Facilities to the extent such use does not interfere with the Battery Facilities or Lessee’s activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

(f) Security. Lessee may provide all security measures reasonably necessary, in Lessee’s sole opinion, to protect against damage or destruction of Lessee’s Battery Facilities, or injury or damage to persons or property in the area of the Battery Facilities, including warning signs and closed and locked gates, and other measures.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. The “**Option Period**” commences on the Effective Date and expires on the earlier of (i) the Extended Term Date, and (ii) the date that is Twelve (12) months after the Effective Date (the “**Initial Option Period**”). Lessee may at any time, by written notice to Lessor prior to the expiration of the then-current Option Period, extend the Option Period for ~~Five-Four~~ (54) additional periods of One (1) years each (each, an “**Extension Option Period**” and, together with the Initial Option Period, the “**Option Period**”), provided that the Option Period in the aggregate cannot exceed Sixty (60) months. If the Option has not been exercised prior to the end of the Option Period, this Agreement shall automatically terminate.

(b) Extended Term. The Agreement shall automatically be extended for the Extended Term, as defined below, on the date specified in a written notice received by Lessor from Lessee of Lessee’s exercise of the Option to lease the Premises for the Extended Term (“**Option Notice**”), which date shall be at least 30 calendar days after the date the Option Notice was sent and must be within the Option Period (“**Extended Term Date**”). Lessee may exercise the Option for all or a portion of the Premises, and shall include such information in the Option Notice. If Lessee elects to exercise the Option for less than the entire Premises, the parties agree to amend Exhibit A. ~~Lessee shall use commercially reasonable efforts to avoid interfering with any portion of Lessor’s existing access road that would make it otherwise unusable or inaccessible for Lessor. In the event that the use of such acreage is necessary for the development, construction, or operation of the Project, Lessee shall provide Lessor an alternate access route to its Adjacent Property and any currently existing structure located on the Premises. Lessee shall consult with Lessor regarding Lessor’s preference for an alternate access route and Lessee shall, at its sole cost and expense, design~~

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and construct a replacement access road of comparable utility and functionality, subject to feasibility, engineering requirements, and any necessary governmental approvals. Upon Lessee's exercising of the Option, the parties shall execute a memorandum of lease in substantially the form attached as Exhibit C. The Extended Term of the Agreement is Twenty (20) years from the Extended Term Date unless sooner terminated in accordance with the terms of the Agreement ("**Extended Term**").

(c) **Renewal Term.** Lessee shall have the right, at its option, to extend the Extended Term for Six (6) additional period(s) of Five (5) years each ("**Renewal Term**"). To exercise its option to renew the term of this Agreement for the Renewal Term, Lessee must deliver a written extension notice to Lessor no later than 180 days prior to the expiration of the Extended Term, *provided, however,* that if Lessee fails to give notice of the exercise of option to extend, such option shall not lapse unless Lessor gives Lessee written notice requesting that Lessee either exercise or forfeit such option and Lessee, in writing, forfeits such option. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Extended Term, except as specifically provided herein. Lessee shall have no right to extend the term of this Agreement beyond the Renewal Term provided for in this Section 2.1(c) absent further mutual agreement.

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Battery Facilities in accordance with Section 4.3; or

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

During the Option Period Lessee shall pay Lessor an annual payment equal to Five Thousand and 00/100 (\$5,000.00) Dollars ("**Option Rent**"). The first payment of the Option Rent shall be paid to Lessor within 30 calendar days after the Effective Date. Subsequent payment of Option Rent shall be payable on the annual anniversary of the Effective Date of each year during

the Option Period. If the Option is exercised, the Option Rent shall accrue up to the Extended Term Date and any excess Option Rent previously paid by Lessee to Lessor shall be applied against the Annual Rent. Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon written notice to Lessor; *provided, that*, any Option Rent payments made to Lessor shall be nonrefundable to Lessee if this Agreement is terminated.

Notwithstanding anything in this Agreement to the contrary, Lessee shall have no obligation to make any payment to Lessor otherwise required under this Agreement until Lessor has returned to Lessee a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Lessee to Lessor prior to execution of this Agreement or (ii) be provided by Lessee to Lessor promptly upon execution of this Agreement. Lessee's failure to provide a form W-9 shall not discharge the requirement that Lessor provide a Form W-9 prior to receiving payment.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and Renewal Term shall be paid as follows:

During the Extended Term Lessee shall pay Lessor an annual payment equal to Five Thousand and 00/100 (\$5,000.00) Dollars per acre ("**Annual Rent**"). For the avoidance of doubt, the Annual Rent shall never be less than Fifty Thousand and 00/100 (\$50,000.00) Dollars. For the first year of the Extended Term, Annual Rent shall payable within 45 days of the Extended Term Date and each subsequent payment of Rent shall be due within thirty (30) days of each anniversary of the Extended Term Date and shall escalate cumulatively by an amount equal to the greater of (y) two percent (2%) of the Rent in effect during the previous Lease year, and (z) the lower of (i) the then current rate of inflation provided by the chained CPI for all urban consumers as stated by the U.S. Bureau of Labor Statistics, but shall not exceed five percent (5%) ~~at Two percent (2%)~~ annually beginning in the second full calendar year of the Extended Term.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3(c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Battery Facilities when due, including any such taxes based on electricity storage or production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Battery Facilities on the Premises, including reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to

cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Battery Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Battery Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Battery Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Battery Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Battery Facilities on the Premises. The Battery Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Battery Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Battery Facilities in good condition and repair, ordinary wear and tear excepted,

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and maintain any roads it has constructed or any preexisting roads it utilizes for ingress and egress, provided however that Lessor agrees any damage or obstructions to the roads caused by the Lessor or its contractors, agents or invitees, shall be the cost and burden of the Lessor to promptly repair. All Battery Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Battery Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Battery Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual aggregate of one million dollars, for the period prior to the Extended Term Date, and two million dollars, for the period commencing on the Extended Term Date and during the Extended Term and any Renewal Term. Such insurance coverage for the Battery Facilities and Premises may be provided as part of a blanket policy that covers other Battery Facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement,

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and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens, or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement. Battery Facilities located on the Premises from time to time may be operated in conjunction with Battery Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any energy storage system, or similar project on the Premises.

(b) Hunting. During the Extended Term and Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose, or obstruct, the efforts of Lessee to obtain and maintain any permits and third-party easements and other land rights needed for the Battery Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback

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requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Battery Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party ("**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively, "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date and, as to Lessee, any damages or bodily injury caused by the construction, operation or decommissioning of the Battery Facilities), (ii) any negligent or intentional act or omission on the part of the Indemnifying Party, or (iii) any violation of federal, state or local law by Lessee. This indemnification shall not apply to losses, damages, claims, expenses, and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits, and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity (“**Lender**”) as security for the repayment of any indebtedness or the performance of any obligation (“**Mortgage**”) without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee’s interests subject to the lien of Lender’s Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee’s rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee’s interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee’s interest or otherwise take possession of Lessee’s interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee’s interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee’s interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee’s interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee’s proper successor under this Agreement upon Lender’s cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall

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be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for energy storage purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Battery Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Battery Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Battery Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Battery Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Battery Facilities or the loss of any such Battery Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

Each of the following shall constitute an event of default that shall permit the nondefaulting Party to terminate this Agreement or pursue other remedies available at law or equity.

(a) any failure by Lessee to pay any amounts due under Article III if the failure to pay continues for 60 calendar days after written notice from Lessor; or

(b) any other material breach of this Agreement by either Party which continues for 60 days after receipt of written notice of default from the nondefaulting Party or, if the cure will take longer than 60 days, the length of time reasonably necessary to cure as long as the defaulting Party is making diligent efforts to cure during that time.

Section 9.2 Surrender

Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender the Premises to Lessor and remove all Battery Facilities from the Premises at Lessee's expense except as

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otherwise agreed upon by Lessor and Lessee in writing. Lessee shall have 12 months from the date the Agreement expires or is terminated to remove the Battery Facilities. For the period between the date of termination or expiration and the date upon which Lessee completes removal of the Battery Facilities as required under Section 4.3 of this Agreement, Lessee shall pay to Lessor on a monthly basis an amount equal to the Annual Rent divided by 12, prorated as applicable for any partial month.

Section 9.3 Bond.

On or before the date that the Extended Term commences, Lessee shall obtain and deliver to Lessor a letter of credit or parent company guarantee from an investment grade entity in a form substantially acceptable to Lessor and Lessee, or, upon Lessee's discretion, another commercially available security instrument such as, for example, a performance bond or irrevocable letter of credit or in a form substantially acceptable to Lessor and Lessee with sufficient surety to pay for the Net Decommissioning Costs ("Decommissioning Bond"); provided that, the Net Decommissioning Costs shall be reduced by the portion of any remediation bond or other security posted by Lessee, as required by any governmental or regulatory agency, attributable to the Property, if any.

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~~Section 9.3~~ Section 9.4 Specific Performance

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Agreement. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee. Nothing in this Section shall be construed as limiting Lessor's right to pursue remedies available at law or equity.

ARTICLE X. MISCELLANEOUS

Section 10.1 Separate Agreements

Lessee may divide the Premises into two or more separate, stand-alone projects or phases of development if such division becomes, in Lessee's sole discretion, necessary to further the operations and/or the development of the Battery Facilities and a separate entity may be the lessee or grantee for each project or phase of development. If Lessee elects to divide the Premises into two or more projects or phases of development, Lessor shall, within 20 days after written request from Lessee, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Lessee two (or the requested number of) stand-alone new agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee and with the necessary easement, subeasement or co-easement rights in the Premises (each, a "**Bifurcated Agreement**"). Any Bifurcated Agreement shall: (i) specify the portion(s) of the Premises to be covered by such Bifurcated Agreement (and the term "Premises", as used in such Bifurcated Agreement shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee, any assignee, or any other person or entity prior to the execution of such Bifurcated Agreements, and except for any modifications that may be required to ensure that Lessee's and Lessor's respective combined obligations under such Bifurcated

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Agreements do not exceed their respective obligations under this Agreement and be in a form reasonably acceptable to Lessee and Lessor); (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates; (v) require payment of rent to Lessor in the amount shown in Article III of this Agreement for any acreage of the Premises subject to such Bifurcated Agreement; (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Premises; and (vii) specify that Lessor acknowledges and agrees that any new Bifurcated Agreements shall be separate stand-alone obligations of the lessee or grantee named in such Bifurcated Agreement, and that in the event of a uncured event of default by the named lessee or grantee under one Bifurcated Agreement, such default shall not affect or cause a termination of any other Bifurcated Agreement.

Section 10.2 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

City of Park Falls
410 Division Street
Park Falls, WI, 54552
Attn: [City Clerk](#)

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Commented [ED2]: Please confirm this is the best mailing address for Notices, thanks!

If to Lessee:

SDG BESS, LLC
2250 Lucien Way, Suite 305
Maitland, FL 32792
Attention: Development

Section 10.3 No Third-Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.4 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings,

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representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.5 Legal Matters

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) 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 CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.6 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.7 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.8 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

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Section 10.9 Confidentiality

To the extent permitted by law, Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Battery Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. ~~The foregoing. The provisions of this Section 10.9 shall not prevent Lessor from providing a copy of this Agreement or other materials in Lessor's possession are related to this Agreement in response to an open records request in compliance with applicable law, provided Lessor shall, to the extent permitted by law, redact the financial terms set forth herein.~~ Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. ~~The provisions of this Section shall be limited as necessary to comply with applicable law.~~ The provisions of this Section 10.9 shall survive the termination or expiration of this Agreement.

Section 10.10 Counterparts

This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 10.11 Memorandum of Option

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement in a form substantially similar to the attached Exhibit B ("Memorandum"), which Lessee may record in the register of deeds office in the county in which the Property is located.

Section 10.12 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any

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obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.13 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.14 Fencing & Landscaping Buffer.

Lessee, at Lessee's sole cost and expense, shall install a vegetation screen and/or landscaping buffer, as determined by Lessee, to reasonably mitigate the sound output and visual impact, if any, of the Improvements. Lessee shall consider Lessor's input regarding the location and species selection of such vegetation; however, final decisions regarding placement, species, and implementation shall be at Lessee's sole discretion to ensure feasibility, cost-effectiveness, and compliance with project requirements.

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IN WITNESS WHEREOF, the undersigned have caused this Energy Storage Lease and Easement Agreement to be executed as of the Effective Date.

LESSOR:

CITY OF PARK FALLS, a municipal corporation in the County of Price, Wisconsin

Signature _____

Printed Name: TARA TERVORT

Title: Mayor

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Lessor's Signature Page to Energy Storage Lease and Easement Agreement

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4866-5977-1877.1

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IN WITNESS WHEREOF, the undersigned have caused this Energy Storage Lease and Easement Agreement to be executed as of the Effective Date.

LESSOR:

CITY OF PARK FALLS, a municipal corporation in the County of Price, Wisconsin

Signature _____

Printed Name: _____

Title: City Clerk _____

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Lessee's Signature Page to Energy Storage Lease and Easement Agreement

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IN WITNESS WHEREOF, the undersigned have caused this Energy Storage Lease and Easement Agreement to be executed as of the Effective Date.

LESSEE:

SDG BESS LLC, a Delaware limited liability company

Signature _____

Printed Name: _____

Title: _____

Lessee's Signature Page to Energy Storage Lease and Easement Agreement

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EXHIBIT A
DESCRIPTION OF PREMISES

The Property is all of the following tracts or parcels of land, situated in the County of Price, Wisconsin, consisting of ~~46.1340~~ acres, more particularly described as follows:

Parcel Number: ~~50-026-2-40-01-22-2 01-000-10000 50-271-2-40-01-14-2-01-000-40000~~

Exhibit A – Legal Description of Premises

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EXHIBIT A-1

General Depiction of the Optioned Area



(Subject to Survey)

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EXHIBIT B
FORM OF MEMORANDUM OF OPTION

[Attached]

Exhibit B – Form of Memorandum

115232574.1-0068927-00005
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Prepared by &

Return to: Attn: Justine Taleck
SDG BESS, LLC
2250 Lucien Way, Suite 305
Maitland, FL 32751
Phone: 407-232-7440

**MEMORANDUM OF ENERGY STORAGE LEASE
AND EASEMENT OPTION AGREEMENT**

THIS MEMORANDUM OF ENERGY STORAGE LEASE AND EASEMENT OPTION AGREEMENT ("**Memorandum**") executed as of the ___ day of _____, 2025, by and between the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin ("**Lessor**") whose address is 410 Division Street, Park Falls, WI, 54552, Attn: City Clerk, and **SDG BESS, LLC**, a Delaware limited liability company ("**Lessee**") whose address is 2250 Lucien Way, Suite 305, Maitland, FL 32751. Lessor and Lessee may hereafter be referred to as, together, the "**Parties**".

RECITALS

A. Lessor and Lessee have entered into a certain Energy Storage Lease and Easement Option Agreement ("**Option**"), dated _____, 2025 ("**Effective Date**"), whereby Lessor has granted to Lessee an exclusive, unconditional, and irrevocable option to lease certain real property for energy storage purposes, together with access easement rights across said property in Price County, Wisconsin, and being more particularly described on the attached Exhibit A ("**Premises**").

B. The Parties desire to enter into and record this Memorandum so that third parties will have notice of the interests of the Lessee in the Premises. Capitalized terms used in this, but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Option.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties contained in this Memorandum and in the Option, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lessor and Lessee have entered into the Option to grant to Lessee the exclusive, unconditional, and irrevocable option to lease and demise the Premises for energy storage purposes and to grant access easements. Pursuant to the Option, Lessee has the exclusive, unconditional, and irrevocable option to lease the Premises for energy storage purposes, together with certain related access and other easement rights and other rights related to the Premises, all as more fully described in the Option.

2. The term of the Option (“**Option Period**”) commences on the Effective Date and continues for a period of up to Sixty months. Lessee may exercise the Option by delivering to Lessor the Option Notice, which shall identify the Extended Term Date and shall specify the portion of the Premises on which Lessee exercises the Option. Upon Grantee’s exercise of the Option, the parties shall execute a memorandum of easement, which Grantee may record in the register of deeds office in the county in which the Premises is located.

3. Subject in all respects to the terms and conditions of the Option, Lessor has agreed that, from and after the Effective Date of the Option, any right, title or interest created by Lessor in favor of or granted to any third party shall be subject to (i) the Option and all of Lessee’s rights, title and interests created thereby, (ii) any lien of any lender of Lessee’s then in existence on the leasehold estate created by the Option, and (iii) Lessee’s right to create a lien in favor of any lender of Lessee’s.

4. The Premises shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and in the Option, which covenants, terms and provisions shall run with the Premises, and shall be binding upon and inure to the benefit of the Parties, and the Parties’ respective heirs, executors, administrators, successors and assigns.

5. The terms and conditions of the Option are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Option and this Memorandum, the Option shall control.

6. This Memorandum 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.

[signatures on following page]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSOR:

CITY OF PARK FALLS, a municipal corporation in the County of Price, Wisconsin

Signature _____

Printed Name: TARA TERVORT

Title: **Mayor**

STATE OF WISCONSIN)
) SS:
COUNTY OF PRICE)

On this the __ day of _____, 2025, before me, the undersigned notary, personally appeared TARA TERVORT who acknowledged himself/herself to be the **Mayor** of the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin, and that he/she, as such Mayor being authorized to do so, executed the foregoing instrument for the purposes therein stated, by signing the name of the municipal corporation in the County of Price, Wisconsin, by herself as Mayor.

In witness whereof, I have hereunto set my hand and official seal.

(Signature of Notary Public)

Printed Name: _____

Notary Public, State of Wisconsin, County of _____

My Commission Expires: _____

Lessor's Signature Page to Memorandum of Option

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4866-5977-1877.1

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSOR:

CITY OF PARK FALLS, a municipal corporation in the County of Price, Wisconsin

Signature _____

Printed Name: **SHANNON GREENWOOD**

Title: **City Clerk**

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STATE OF WISCONSIN _____)
) SS:
COUNTY OF PRICE _____)

On this the _____ day of _____, 2025, before me, the undersigned notary, personally appeared SHANNON GREENWOOD, who acknowledged herself to be the City Clerk of the CITY OF PARK FALLS, a municipal corporation in the County of Price, Wisconsin, and that she, as such City Clerk, being authorized to do so, executed the foregoing instrument for the purposes therein stated, by signing the name of the municipal corporation in the County of Price, Wisconsin, by herself as City Clerk.

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In witness whereof, I have hereunto set my hand and official seal.

(Signature of Notary Public)

Printed Name: _____

Notary Public, State of Wisconsin, County of _____

My Commission Expires: _____

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSEE:

SDG BESS, LLC a Delaware limited liability company

Signature _____

Printed Name: _____

Title: _____

STATE OF FLORIDA §
 §
COUNTY OF ORANGE §

On the ____ day of _____, in the year 2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she is the _____ of **SDG BESS, LLC**, a Delaware limited liability company.

(Signature of Notary Public)

Printed Name: _____

My Commission Expires: _____

Lessee's Signature Page to Memorandum of Option

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Exhibit A

Premises

The Property is all of the following tracts or parcels of land, situated in the County of Price, Wisconsin, consisting of ~~a portion of the 40-acre parcel, 40 acres~~, more particularly described as follows:

Parcel Number: ~~50-026-2-40-01-22-2 01-000-10000 50-026-2-40-01-22-2 01-000-10000~~

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Exhibit C

FORM OF MEMORANDUM OF LEASE

[Attached]

Prepared by &

Return to: Attn: Justine Taleck
SDG BESS, LLC
2250 Lucien Way, Suite 305
Maitland, FL 32751
Phone: 407-232-7440

MEMORANDUM OF ENERGY STORAGE LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF ENERGY STORAGE LEASE AND EASEMENT AGREEMENT (“**Memorandum**”) executed as of the ___ day of _____, 2025, by and between the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin (“**Lessor**”) whose address is ~~400 4th Ave. S.~~ 10 Division St., Park Falls, WI, 54552, Attn: City Clerk, and **SDG BESS, LLC**, a Delaware limited liability company (“**Lessee**”) whose address is 2250 Lucien Way, Suite 305, Maitland, FL 32751. Lessor and Lessee may hereafter be referred to as, together, the “**Parties**”.

RECITALS

A. Lessor and Lessee have entered into a certain Energy Storage Lease and Easement Agreement (“**Lease**”), dated _____, 2025 (“**Effective Date**”), whereby Lessor has agreed to lease to Lessee certain real property for energy storage purposes, together with access easement rights across said property in Price County, Wisconsin, and being more particularly described on the attached Exhibit A (“**Premises**”).

B. The Parties desire to enter into and record this Memorandum so that third parties will have notice of the interests of the Lessee in the Premises. Capitalized terms used in this, but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties contained in this Memorandum and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lessor and Lessee have entered into the Lease to lease and demise the Premises for energy storage purposes and to grant access easements. Pursuant to the Lease, Lessee has the

exclusive right to use the Premises for energy storage purposes, together with certain related access and other easement rights and other rights related to the Premises, all as more fully described in the Lease.

2. The “**Extended Term**” shall commence on the Extended Term Date included in the Option Notice and continue until a date that is Twenty years after the Extended Term Date unless sooner terminated in accordance with the terms of the Lease. Lessee has the right and option to extend the Extended Term for Six additional periods of Five years each (“**Renewal Term**”).

3. Subject in all respects to the terms and conditions of the Lease, Lessor has agreed that, from and after the Effective Date of the Lease, any right, title or interest created by Lessor in favor of or granted to any third party shall be subject to (i) the Lease and all of Lessee’s rights, title and interests created thereby, (ii) any lien of any lender of Lessee’s then in existence on the leasehold estate created by the Lease, and (iii) Lessee’s right to create a lien in favor of any lender of Lessee’s.

4. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of Lessee’s right, title or interest in the Lease: hypothecate, mortgage, grant or pledge, or assign, sublease, transfer, or convey, provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall be fully relieved from liability as to the rights, title and interest and obligations so assigned, subject to the provisions set forth in the Lease.

5. The Premises shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and in the Lease, which covenants, terms and provisions shall run with the Premises, and shall be binding upon and inure to the benefit of the Parties, and the Parties’ respective heirs, executors, administrators, successors and assigns.

6. The terms and conditions of the Lease are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control.

7. This Memorandum 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.

[signatures on following page]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSOR:

CITY OF PARK FALLS, a municipal corporation in the County of Price, Wisconsin

Signature _____

Printed Name: **TARA TERVORT**

Title: **Mayor**

STATE OF WISCONSIN)
) SS:
COUNTY OF PRICE)

On this the __ day of _____, 2025, before me, the undersigned notary, personally appeared **TARA TERVORT** who acknowledged herself to be the **Mayor** of the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin, and that she, as such Mayor being authorized to do so, executed the foregoing instrument for the purposes therein stated, by signing the name of the municipal corporation in the County of Price, Wisconsin, by herself as Mayor.

In witness whereof, I have hereunto set my hand and official seal.

(Signature of Notary Public)

Printed Name: _____

Notary Public, State of Wisconsin, County of _____

My Commission Expires: _____

Lessor's Signature Page to Memorandum of Lease

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSOR:

CITY OF PARK FALLS, a municipal corporation in the County of Price, Wisconsin

Signature _____

Printed Name: **SHANNON GREENWOOD**

Title: **City Clerk**

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STATE OF WISCONSIN)
) SS:
COUNTY OF PRICE)

On this the __ day of _____, 2025, before me, the undersigned notary, personally appeared **SHANNON GREENWOOD**, who acknowledged herself to be the **City Clerk** of the **CITY OF PARK FALLS**, a municipal corporation in the County of Price, Wisconsin, and that she, as such **City Clerk**, being authorized to do so, executed the foregoing instrument for the purposes therein stated, by signing the name of the municipal corporation in the County of Price, Wisconsin, by herself as **City Clerk**.

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In witness whereof, I have hereunto set my hand and official seal.

(Signature of Notary Public)

Printed Name: _____

Notary Public, State of Wisconsin, County of _____

My Commission Expires: _____

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSEE:

SDG BESS, LLC, a Delaware limited liability company

Signature _____

Printed Name: _____

Title: _____

STATE OF FLORIDA §

 §

COUNTY OF ORANGE §

On the ____ day of _____, in the year 2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she is the _____ of **SDG BESS, LLC**, a Delaware limited liability company.

(Signature of Notary Public)

Printed Name: _____

My Commission Expires: _____

Lessee's Signature Page to Memorandum of Lease

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Exhibit A

Premises

The Property is all of the following tracts or parcels of land, situated in the County of Price, Wisconsin, consisting of ~~40.4643~~ acres, more particularly described as follows:

Parcel Number: ~~50-026-2-40-01-22-2 01-000-1000050-271-2 40-01-14-2 01-000-10000~~

**CITY OF PARK FALLS
COUNTY OF PRICE, WISCONSIN**

ORDINANCE NO. 25-006

SECTION 334-9: CHRONIC NUISANCE PREMISES

Section 1: The Common Council of the City of Park Falls ordains the creation of Section 334-9, Chronic Nuisance Premises, of the Municipal Code as follows:

- A. DEFINITIONS. As used in this section, the following terms shall have the meanings indicated:
1. CHIEF OF POLICE.CHRONIC NUISANCE PREMISES. A premises that meets any of the following criteria:
 - i. Is a premises which has generated three or more calls for police services that have resulted in enforcement action for nuisance activities on three separate days within a three-hundred-sixty- five-day period, with such calls resulting in enforcement action. Three or more calls for police services resulting in enforcement action for nuisance activities include enforcement action taken against any person associated with the premises while at or within 200 feet of the premises for a nuisance activity.
 - ii. Is a premises which has had one enforcement action associated with the premises resulting from the manufacture, delivery or distribution of a controlled substance(s) as defined in Chapter 961 of the Wisconsin Statutes.
 2. CHRONIC NUISANCE PREMISES NOTICE. The notice issued by the Chief of Police or designee and referred to in § 11-8-2(A) of this article.
 3. ENFORCEMENT ACTION. Any of the following: The physical arrest of an individual(s); the issuance of a citation for a law violation; or the filing of a civil or criminal action in a court of law by City Attorney or District Attorney regarding nuisance activities.
 4. NUISANCE ACTIVITIES. For purposes of establishing a chronic nuisance premises, "nuisance activities" means any of the following activities, behaviors, or conduct:
 - i. An act of harassment as defined in § 947.013, Wis. Stats.
 - ii. Disorderly conduct as defined in § 947.01, Wis. Stats.
 - iii. Crimes of violence as defined in Ch. 940, Wis. Stats.
 - iv. Resisting or obstructing an officer as prohibited by § 946.41, Wis. Stats.
 - v. Indecent exposure as prohibited by § 11-1-1 of the Code of the City of Park Falls or § 944.20(1)(b), Wis. Stats.
 - vi. Damage to property as prohibited by § 943.01, Wis. Stats.
 - vii. Discharge of a firearm as prohibited by § 11-2-1 of the Code of the City of Park Falls.
 - viii. Crimes involving illegal possession of firearms as defined in §§ 941.23, 941.26, 941.28, 941.29 and 948.60, Wis. Stats.
 - ix. Trespass to land as defined in § 943.13, Wis. Stats, or criminal trespass to dwelling as defined in § 943.14, Wis. Stats.
 - x. Obstructing a street or sidewalk, as prohibited by § 11-2-5 of the Code of the City of Park Falls.
 - xi. Theft as defined in § 943.20, Wis. Stats.
 - xii. Arson as defined in § 943.02, Wis. Stats.
 - xiii. Depositing rubbish as prohibited by § 6-2-11 of the Code of the City of Park Falls.
 - xiv. Keeping a place of prostitution as defined in § 944.34, Wis. Stats.
 - xv. Loitering as prohibited by § 11-2-6 of the Code of the City of Park Falls.
 - xvi. Prostitution as prohibited by § 944.30, Wis. Stats.
 - xvii. Soliciting prostitutes as prohibited by § 944.32, Wis. Stats.
 - xviii. Pandering as prohibited by § 944.33, Wis. Stats.

- xix. Selling, offering for sale or giving away of any intoxicating liquors or fermented malt beverages without a license as provided in 7-2-3 of the Code of the City of Park Falls, Licenses and Permits, Article II, Alcoholic Beverages, of the Code of the City of Park Falls, or § 125.04(1), Wis. Stats.
 - xx. Possession, manufacture, distribution or delivery of a controlled substance or related offenses as defined in Ch. 961, Wis. Stats.
 - xxi. Maintaining a drug dwelling as defined in § 961.42, Wis. Stats.
 - xxii. Illegal gambling as defined in § 945.02, Wis. Stats.
 - xxiii. Owning, keeping or harboring a dangerous animal, as defined in 7-1-11 of the Code of the City of Park Falls, Licenses and Permits, Dog Regulations and Licensing, of the Code of the City of Park Falls.
5. PERSON ASSOCIATED WITH. Any person who, whenever engaged in a nuisance activity, has entered, patronized, visited or attempted to enter, patronized or visited, or waited to enter, patronized or visit a premises or person present on a premises, including without limitation any officer, director, customer, agent, employee, or any independent contractor of a property, person in charge, or owner of a premises. "Person" under this article includes entities as well as individuals.
6. PERSON IN CHARGE. Any person who is the operator or in constructive possession of premises, including but not limited to an owner or occupant of premises under his or her ownership or control.

SECTION 11-8-2. PROCEDURE, PENALTIES, AND REMEDIES

- A. Upon finding that a premises meets the definition of a chronic nuisance premises, the Chief of Police may declare the premises a chronic nuisance premises. The Chief of Police shall provide a written notice of his or her determination to the premises owner identified by the City Assessor's records for that premises. The chronic nuisance premises notice ("CNP notice") shall be deemed delivered if sent either by first-class mail to the premises owner's last known address or delivered in person to the premises owner. If the premises owner cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the premises owner's usual place of abode in the presence of some competent member of the family at least 14 years of age, or a competent adult currently residing there and who shall be informed of the contents of the CNP notice. If a current address cannot be located, it shall be deemed sufficient if a copy of the CNP notice is sent by first class mail to the last known address of the owner as identified by the records of the City Assessor. The CNP notice shall contain the following information:
- 1. Street address, parcel number or a legal description sufficient to identify the premises.
 - 2. A concise statement, including a description of the relevant activities supporting the determination that the premises are a chronic nuisance premises.
 - 3. A statement that the owner shall immediately notify the Chief of Police of any change in address to ensure receipt of future notices.
 - 4. A statement that the cost of future enforcement may be assessed as a special charge against the premises.
 - 5. A statement that the owner shall, within 10 days of receipt of the CNP notice, respond to the Chief of Police either with an appeal or to propose a written course of action to abate the nuisance activities. The statement shall direct the premises owner to schedule a meeting with the Chief of Police or designee to discuss the nuisance activity and the premises owner's intent regarding abatement.
 - 6. A statement that the premises' owner may be subject to a forfeiture action with a penalty of not less than \$500 nor more than \$1,500 per day for permitting a chronic nuisance premises.
- B. Reporting to police; domestic abuse; enforcement.
- 1. In reaching a determination that a premises is a chronic nuisance premises, activities that were reported to the police by the premises owner or on-site premises manager shall not be included as nuisance activities.

2. Section 968.075, Wis. Stats., broadly defines "domestic abuse." Therefore, in reaching a determination that a premises is a chronic nuisance premises, activities that are "domestic abuse" incidents pursuant to § 968.075, Wis. Stats., shall not be included as nuisance activities unless the incidents have been reviewed by the Chief of Police and the City Attorney and a determination is made that, based upon the specific facts of each incident, the activities should be deemed nuisance activities under the definition of "nuisance activities" in § 11-8-1(4). In determining whether to include such activities, the Chief of Police and City Attorney shall consider the strong public policy in favor of domestic victims reporting alleged abuse.
3. Nuisance abatement.
 - i. If the owner responds to the CNP notice pursuant to Subsection A with a nuisance abatement proposal, the Chief of Police may accept, reject or work with the owner to modify the proposal. The plan is acceptable if it can reasonably be expected to result in the abatement of the nuisance activities described in the CNP notice within 60 days.
 - ii. Premises owners and operators shall be consulted if possible, regarding nuisance abatement methods and strategies and shall be encouraged to submit a comprehensive nuisance abatement plan.
 - iii. Premises owners and operators shall be consulted if possible, regarding use of available resources, including community service providers, when nuisance activity associated with the premises is not caused or contributed to by the direct actions of a tenant.
 - iv. If the premises owner or operator meets with the Chief of Police and presents an acceptable abatement plan and initiates action to abate the nuisance activities occurring on the premises, the Police Department may delay further enforcement of this article.
 - v. If the premises owner or operator ceases to cooperate with the efforts to abate the nuisance activities, the Chief of Police will reinstitute enforcement of this article and the premises owner will be sent a change in status letter. This letter will document Police Department efforts to contact and/or obtain cooperation of the owner or operator.
 - vi. Failure by the premises owner or operator to respond within 10 days as directed in this subdivision shall result in a forfeiture of \$500 plus court costs and fees.
- C. The City may charge the property owner for the cost of enforcement whenever the Chief of Police determines that any of the following have occurred:
 1. A premises owner has failed to respond to the CNP notice in Subsection A of this section.
 2. An enforcement action for an additional nuisance activity has occurred at a premises for which notice has been issued pursuant to Subsection A and this enforcement action has occurred not less than 15 days after the CNP notice has been issued; or
 3. A course of action submitted pursuant to Subsection B (3) of this section has not been completed.
- D. To charge such costs of enforcement to the property owner, the Chief of Police shall refer to Section 11-6-7: Abatement of Public Nuisances to calculate the cost of enforcement to abate this and any subsequent nuisance activities. The Chief of Police shall notify the premises owner of the decision to refer the cost of enforcement to the City Clerk or Treasurer. Delivery of this notice, along with a copy of the Chief's referral letter to the City Clerk or Treasurer, shall be made as set forth in Subsection A. The notice shall contain:
 1. The street address or legal description sufficient for identification of the premises.
 2. A statement that the Chief of Police has referred the cost of enforcement to the City Clerk or Treasurer with a concise description of the nuisance activities and the relevant sections of the ordinances.
 3. Notice of the premises owner's right to appeal pursuant to §11-8-3.
- E. Each subsequent incident of enforcement action for nuisance activity shall be deemed a separate violation and costs will continue to be assessed pursuant to Subsection C(3) of this section until the nuisance is abated pursuant to § 11-8-7.

- F. Suspension of cost recovery. If after the receipt of a billing notice from the City Clerk or Treasurer, the premises owner develops an acceptable plan and initiates action to abate nuisance activities occurring on the premises, the Chief of Police will suspend further enforcement of this article. The premises owner is still responsible for any enforcement costs incurred prior to the premises owner's submitting an abatement plan, including the administrative fee. If the premises owner ceases to cooperate with the efforts to abate the nuisance activities, the Chief of Police will reinstitute enforcement of this article after sending the premises owner a change in status letter.
- G. Forfeiture. A forfeiture action may be commenced by the City Attorney for each enforcement action for nuisance activity occurring after the premises have been declared a chronic nuisance premises. The forfeiture shall be not less than \$500 nor more than \$1,500 for each enforcement action.

SECTION 11-8-3. APPEAL

Appeal of the determination of the Chief of Police pursuant to either § 11-8-2A, or the action of the City Clerk or Treasurer imposing special charges pursuant to Section 11-6-7: Abatement of Public Nuisances against the premises, may be submitted in writing to the Common Council as an administrative decision.

SECTION 11-8-4. EVICTION OR RETALIATION PROHIBITED

- A. It shall be unlawful for a landlord to terminate the lease agreement or periodic tenancy of any tenant or otherwise retaliate against any tenant because that tenant complained to the Chief of Police about nuisance activities on the landlord's premises. It shall be unlawful for a landlord or any person acting as an agent for the landlord, to intimidate or actively discourage a tenant and/or persons associated with a tenant, from calling the police to report nuisance activity associated with a premises. It shall be presumed that any attempt to increase charges, reduce services, or to otherwise harass or retaliate against the tenant during the twelve-month period following receipt of the complaint by the Chief of Police constitutes unlawful retaliation under this subsection. Such presumption shall be rebutted by the preponderance of evidence that the actions taken by the landlord were based upon good cause. Notwithstanding the foregoing, a tenant's lease agreement or periodic tenancy may be terminated for a failure to pay rent; committing nuisance activity as defined in 11-8-1; for the commission of waste upon the premises; violating the terms and conditions of the lease agreement or periodic tenancy or as otherwise provided in Ch. 704, Wis. Stats. and Ch. ATCP 134, Wis. Adm. Code. A landlord's failure to renew a lease agreement or periodic tenancy upon expiration of such lease agreement or periodic tenancy shall not be deemed a violation of this subsection.
- B. "Good cause" as used in this section means that a landlord must show good cause for his or her actions, other than one related to or caused by the operation of this section.
- C. Penalty. Any person violating §11-8-4 shall be subject to a forfeiture of not less than \$100 nor more than \$2,000 per day for each violation.

SECTION 11-8-5. Injunction.

This article may be enforced by injunction.

SECTION 11-8-6. Abatement in accordance with state law.

Nothing in this article shall be construed as prohibiting the abatement of public nuisances by the City or its officials in accordance with the laws of the state.

SECTION 11-8-7. When nuisance is deemed abated.

The public nuisance created by a chronic nuisance premises shall be deemed abated when no enforcement action to address nuisance activities occurs for a period of six consecutive months from the date stated on the notice declaring the premises a chronic nuisance premises and/or there are no building inspection cases generated for a period of 365 days from the date stated on the notice declaring the premises a chronic nuisance premises.

SECTION 11-8-8. Severability.

The provisions of any part of this article are severable. If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions, subsections and applications of such ordinance to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this section that the same would have been adopted had such invalid provisions, if any, not been included herein.

Section 2: If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a Court of competent jurisdiction or by any agency or of any kind by anyone else, the remainder of this Ordinance shall not be affected.

Section 3: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall take effect and be in effect after passage and publication according to law.

APPROVED:

ATTEST:

Tara Tervort, Mayor

Shannon Greenwood, Clerk

Adopted:
Approved:
Published:
Attest:



410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715)762-2436 Fax (715) 762-2437
www.cityofparkfalls.com

To: Honorable Mayor and Alders
From: Scott J. Kluver, ^{SK} Administrator
Re: Hines Park Campground Regulations
Date: February 14, 2025

As part of the effort to review expenses and increase revenues, I have reviewed the utilization of the Hines Park Campground over the past two years. In that process, the utilization of each site was looked at. Overall, the utilization of the campground was a 34 percent of maximum occupancy in 2023 and 26.4 percent of maximum occupancy in 2024. I would consider that low. Now, it is nearly impossible to get 100 percent occupancy during the season given the weather in certain months; however, occupancy in the 50 to 60 percent range would generally indicate a well-used campground with high occupancy during the peak summer months.

With this information, the Park, Recreation, and Historical Landmarks Committee has made a recommendation to amend the current ordinance with changes indicated. There are some clarifications of the language and an extension of the season to reflect the reality of when the park really has been closing. The most significant change is the removal of the two-week maximum stay. The reasons for this are, based on the available data, several campers have stayed in the campground for longer periods of time and we are making them move, or come in to request an extension, which is just busywork. Furthermore, there are no criteria to deny an extension. What is the Clerk supposed to say "I don't like the color of your camper?" What is the point of having this provision? From a business perspective, if the City is trying to generate revenue, why would we make it more difficult for our customers to stay there? The Committee agreed with this logic.

As a side note, know that staff are also looking into free/inexpensive ways to better market and find the park. We will be reviewing the campground in the early spring to make sure the sites are presentable and the best they can be. Finally, we are looking at adding wi-fi to the park as a desired amenity.

Please let me know if you have any questions on these proposed changes.

ARTICLE II

Hines Park Regulations

[Adopted as Sec. 12-1-5 of the 1997 Code; amended in its entirety 2-13-2023 by Ord. No. 23-001]

§ 345-5. Definitions.

As used in this article, the following terms shall have the meanings indicated:

DESIGNATED — As shown by the map kept by the City Clerk and indicated by signs at Hines Park.

GLASS BEVERAGE CONTAINER — Any vessel or container made of glass and containing or used for containing any drink or beverage.

UNIT or CAMPING UNIT — Any enclosed thing or device commonly used to provide shelter while camping such as a tent, camper, or travel trailer.

§ 345-6. Motorized vehicles.

No person shall drive, operate, or park an automobile, truck, motorcycle, or other motorized vehicle in Hines Park, except on the paved roads and in designated parking areas. Notwithstanding the foregoing, a camper may park at their camping site but only if they park within 15 feet of their tent, trailer, or other camping unit.

§ 345-7. Snowmobile trails.

No person shall drive or operate a snowmobile in Hines Park, except on designated snowmobile trails.

§ 345-8. Camping; permit; conduct.

- A. Camping will be allowed in Hines Park only in designated camping sites and only by permit.
- B. The charge for the permits is as follows:
 - (1) A fee in an amount as set from time to time by Common Council for each trailer, camper, or other unit with wheels pulled by, carried, or incorporated as part of a vehicle. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**
 - (2) A fee in an amount as set from time to time by Common Council for each tent. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**
- C. "Occupied site" means a camping unit or another piece of easily identifiable camping equipment such as camping chair, screened tent, boat trailer, etc. must be left at the site.
- D. For the purposes of the above permits, the "day" begins at 2:00 p.m. and ends at 2:00 p.m. the following day.
- E. Permits must be paid for and displayed at the camp site prior to 2:00 p.m. each day if staying over; otherwise immediately upon arrival.
- F. The use of amplifying sound devices is prohibited during Hines Park closed hours.

- G. Fires are only permitted in grills or designated fire pits.
- H. Hines Park Campground shall be closed each year from the Monday after the third full weekend in October to April 30. Notwithstanding the foregoing, the Hines Park Campground may be closed by the Public Works Director earlier in October, depending on weather conditions, but generally no earlier than October 1.
- ~~I. Camp sites may be occupied for up to two weeks maximum. Extended stay camping permits are available for up to four weeks and must be filed and approved by the City Clerk's office. Only one extended stay camping permit is allowed per site, per season, and per camping unit.~~

§ 345-9. Closed hours.

Hines Park shall close between 10:00 p.m. to 6:00 a.m. No person shall enter or remain in Hines Park from 10:00 p.m. to 6:00 a.m. ~~except that campers~~ that have paid for a site. Campers, during this time period, shall observe "quiet hours" and should limit noise, movement, and activities that would cause disturbance to other campers. ~~with a valid permit may enter and remain in their camping site.~~

§ 345-10. Animals.

No dogs, cats, or other pets or domestic animals shall be allowed in the designated picnic area.

§ 345-11. Alcoholic beverages.

No person shall consume any alcoholic beverage in Hines Park between the hours of 10:00 p.m. and 6:00 a.m., except that campers with a camping permit may consume alcoholic beverages at their camp site and inside their tent, trailer, or other camping unit.

§ 345-12. Glass containers.

No glass beverage containers are allowed in Hines Park, except as specifically provided in this section. It shall be a violation of this section to possess a glass beverage container in Hines Park or to bring or transport a glass beverage container into Hines Park, except that:

- A. A camper with a valid permit may transport glass beverage containers to their camping unit and from their camping unit to a trash receptacle.
- B. A camper with a valid permit may possess a glass beverage container inside their camping unit.
- C. The roads traveling through Hines Park may be used for the purpose of transporting glass beverage containers to points outside of Hines Park.

§ 345-13. Metal detectors and digging.

Digging or the use of metal detectors is prohibited in Hines Park.

§ 345-14. Violations and penalties.

- A. Persons violating the provisions of this article shall be subject to the following penalties:

- (1) The penalties described in § 1-2, as well as the costs of prosecution, ejection, and/or

restitution. Each day shall be considered a separate offense.

- (2) The revocation of permit or right to enter or remain at the park.

- (3) Denial of future camping privileges.
- B. Law enforcement officers may remove campers from the camping area when the permit or right to enter or remain at the park has been suspended, revoked, or has lapsed. Persons expelled are not eligible for refunds for any unused camping fees.
- C. Law enforcement officers may require individual campers or persons to be removed from the camping area that are causing unnecessary disturbances to other persons in the campground, are damaging or destroying property or the natural environment, or have not paid the required fees. Persons expelled are not eligible for refunds for any unused camping fees.
- D. Nothing in this section shall prohibit the issuance of other citations that may apply, including but not limited to trespassing.



City Of Park Falls Admin Email <admin@cityofparkfalls.com>

RE: MMC-Park Falls - EMS Garage

1 message

Dunlap, Kirk L <dunlap.kirk@marshfieldclinic.org>

Thu, Feb 13, 2025 at 8:31 AM

To: City Of Park Falls Admin Email <admin@cityofparkfalls.com>

Cc: Tara Tervort <mayor@cityofparkfalls.com>, "Pflanz, Robert" <pflanz.robert@marshfieldclinic.org>, Shannon Greenwood <clerk@cityofparkfalls.com>

Scott,

I apologize for my delayed response to your email below. After discussions with Marshfield Clinic Health System (MCHS) Real Estate and Legal team members, we propose using an amendment to the existing lease to change the termination and renewal language, since other terms of the lease appear to be acceptable to both the City and MCHS. We believe using an amendment would be a simpler process for both parties.

In general, MCHS proposes the lease be extended 5 years (to 6/30/2030), with the following changes/terms:

- Remove the mutual 90-day termination
- Include ability for either party to terminate the lease with an 18-month notice, this would:
 - address the city's concern you might need the garage in the future, and sooner than 5 years
 - give MCHS enough time to plan and build a new garage, if that is deemed to be the best (or only) course of action
- Keep the auto renewal, but change it to 2 years since the mutual termination notice is 18 months

If these general terms are acceptable to the City, I will have MCHS Legal draft the amendment for your review. If these are not acceptable, please provide your desired terms for consideration by MCHS. Also, if you would like to discuss this matter further, I will work with your team to arrange a meeting, either in-person or on Teams. Thank you for your consideration.

Kirk



Kirk Dunlap - Senior Project Manager – Design & Construction

Office: 715-387-9578 | **Ext:** 79578 | **Cell:** 715-240-8539

From: City Of Park Falls Admin Email <admin@cityofparkfalls.com>

Sent: Monday, November 18, 2024 4:16 PM

To: Dunlap, Kirk L <dunlap.kirk@marshfieldclinic.org>

LEASE AGREEMENT

THIS LEASE (the "Lease") is made and entered into by and between the City of Park Falls, a Wisconsin Municipal Corporation, (hereinafter called the "Lessor") and Flambeau Hospital, Inc., d/b/a Marshfield Medical Center – Park Falls, 98 Sherry Avenue, Park Falls, WI 54552 (hereinafter called the "Lessee");

1. PREMISES: The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the property described in the attached Addendum, consisting of a legal description and a description of the portion of the property leased (the "Property").

2. IMPROVEMENTS: The Lessee may only construct improvements upon the Property with the explicit written consent of the Lessor.

3. TERM: The term of this Lease is for three years, commencing on July 1, 2022, and ending on June 30, 2025, unless as sooner provided in this Lease. This Lease will automatically renew for additional periods of one (1) year unless either party serves notice on the other party at least sixty (60) days before the expiration of the current term of their intention not to renew, although any extension must be approved by the City Council. In the event that this Lease renews, the Lessee and Lessor shall remain under the same obligations of this Lease, although the rent, specified in Paragraph 4 below, shall increase annually by three percent (3%) each year. Notwithstanding the foregoing, either party may terminate this Lease at any time by providing the other party with ninety (90) days' notice in writing as specified in Paragraph 20 below.

4. RENT: The standard monthly rent shall be \$500.00 payable on the first day of each month to the Lessor, with the first payment due on July 1, 2022. By mutual

agreement of the parties, the Lessee may make the rental payments to such party or parties as the Lessor has designated in writing. Lessee may prepay rent with no penalty. In the event that this Lease renews, the rent shall increase annually by three percent (3%) each year. Lessor shall pay all real estate taxes for the Property, if any.

5. USE OF PREMISES: The Lessee agrees that the Property shall be used for operations of its business, for storage of its ambulances and related equipment and for no other purpose or purposes without the Lessor's written consent.

6. REPAIRS AND MAINTENANCE: The Lessee, during the term of this Lease or any extension or renewal of this Lease, shall, at its expense, make all repairs as shall be reasonably necessary to keep the Property and any improvements in good condition and repair. The Lessee shall also maintain the Property to keep it in good condition. The Lessee further agrees that all damages or injuries done to the Property by the Lessee or by any person who may be in or upon the Property, except the Lessor, Lessor's agent, servants and employees, shall be repaired by the Lessee at its expense. The Lessee agrees at the expiration of this Lease or upon the earlier termination thereof, to quit and surrender the Property in good condition and repair, reasonable wear and damage by act of God or fire or other causes beyond the control of the Lessee excepted.

7. ASSIGNMENT AND SUBLETTING: The Lessee shall not assign this Lease or any interest therein nor sublease the Property or any part thereof or any right or privilege appurtenant thereof, nor permit the occupancy or use of any part thereof by any other person without first obtaining the written consent of the Lessor.

8. INSOLVENCY: If any proceedings in bankruptcy or insolvency be filed against the Lessee or if any writ of attachment or writ of execution be levied upon the

interest herein of the Lessee and such proceedings or levy shall not be released or dismissed within sixty (60) days thereafter, if any sale of the leasehold interest hereby created or any part thereof should be made under any execution or other judicial process, or if the Lessee shall make any assignment for benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, the Lessor, at Lessor's election, may reenter and take possession of the Property and remove all persons therefrom and may, at Lessor's option, terminate this Lease.

9. ATTORNEY'S FEES: In the event of any litigation between the parties hereto arising out of this Lease, or the Property, the prevailing party therein shall be allowed all reasonable attorney's fees expended or incurred in such litigation to be recovered as a part of the costs therein.

10. DEFAULT: The Lease is made upon the express condition that, if the Lessee fails to pay the rent reserved hereunder or any part thereof after the same shall become due, and such failure shall continue for a period of ten (10) days after written notice thereof from the Lessor to Lessee, or if the Lessee fails or neglects to perform, meet or observe any of the Lessee's other obligations hereunder and such failure or neglect shall continue for a period of ten (10) days after written notice thereof from the Lessor to Lessee, then the Lessor at any time thereafter, by written notice to the Lessee, may lawfully declare the termination hereof and reenter the Property or any part thereof, and by due process of law, expel, remove and put out the Lessee or any person or persons occupying the Property and may remove all personal property therefrom without prejudice to any remedies which might otherwise be used for the collection of arrears of rent or for preceding breach of covenant or conditions.

Notwithstanding any other provisions of this Lease, where the curing of any alleged default requires more than payment of money, and the work of curing said default cannot reasonably be accomplished within the time otherwise permitted herein, and where the Lessee has commenced upon the said work of curing said default and is diligently pursuing the same, then the Lessee shall be entitled to reasonable time extensions to permit the completion of said work of curing said default, as a condition precedent to any reentry by the Lessor or termination of this Lease by the Lessor, and any defect that is cured shall not thereafter be grounds for reentry or for termination.

11. NONWAIVER OF DEFAULT: The subsequent acceptance of rent hereunder by the Lessor shall not be deemed a waiver of any preceding breach of any obligation hereunder by the Lessee other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by the Lessor shall not constitute a waiver of any other breach regardless of knowledge thereof.

12. INDEMNITY AND INSURANCE: The Lessee hereby agrees to indemnify the Lessor against and to hold the Lessor harmless from any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever while in, upon, or about the Property or any sidewalks adjacent thereto during the term of this Lease or any extension hereof. The Lessee hereby agrees to secure and carry general liability insurance insuring all users of the property and particularly the general public in the amount of One Million Dollars per incident and \$300,000 per individual. The Lessee agrees to insure the Property with fire and casualty insurance covering eighty (80%) percent of its value and listing the Lessor as co-insured on such policy, and providing the Lessor with a certificate of the insurer showing coverage to be

in effect.

13. UTILITIES AND SERVICES: Lessee is to pay for all water, fuel, gas, oil, heat, electricity, power, materials, and telephone and computer services and services which may be furnished to it or used by it in or about the Property.

14. ENTRY AND INSPECTION: The Lessor shall have the right to enter Property for any City business and inspection of the Property upon 24 hours' notice to Lessee.

15. DESTRUCTION OF THE PREMISES: In the event of a total or partial destruction of the Property during the Lease caused by the Lessee, the Lessee shall forthwith repair the same, provided such repairs can be made within 180 days under the laws and regulations of state, federal, county or municipal authorities, but such partial destruction shall in no way annul or void this Lease, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount and value of the undamaged space.

Should the total or partial destruction result from causes covered by the fire and extended coverage insurance furnished by the Lessee, the insurance proceeds shall be made available to the Lessee to effect the required repairs. If such repairs cannot be made within 180 days, the Lease may be terminated at the option of either Party.

16. ALTERATIONS: The Lessee shall not make, or suffer to be made, any alterations of the real property improvements in excess of \$5,000.00 value without first obtaining the written consent of the Lessor, and any additions to, or alterations of, the said

real property improvements shall become at once a part of the realty and belong to the Lessor. If written consent of the Lessor to any proposed alterations by the Lessee shall have been obtained, the Lessee agrees to advise Lessor in writing of the date upon which such alterations will commence in order to permit the Lessor to post notice of non-responsibility. The Lessee shall keep the leased Property free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

17. CONDEMNATION: If the whole of the Property shall be taken or condemned by any competent authority for any public use or purpose, then the term hereby granted shall cease on the day prior to the taking of possession by such authority or on the day prior to the vesting of title in such authority, whichever first occurs, and rent hereunder shall be paid to and adjusted as of that day.

If a portion of the Property shall be condemned or taken and, as a result thereof, there shall be such a major change in the character of the Property as to prevent Lessee from using the same in substantially the same manner as theretofore used, then and in that event, the Lessee may either cancel and terminate this Lease, as of the date when the part of the Property so taken or condemned shall be required for such public purpose, or said Lessee may continue to occupy the remaining portion, provided, however, the Lessee shall give written notice to the Lessor, within fifteen (15) days after the date of any taking or vesting of title, of its election. In the event the Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount and value of such remaining space; and provided further that Lessee shall, at Lessee's own

expense, promptly and with all reasonable diligence (subject to strikes, lockouts, inability to procure material and labor in the free market, governmental restrictions, fire, the elements, and other extraordinary conditions beyond Lessee's reasonable control) do such work as to make a complete architectural unit of the remainder of the building on the Property and this Lease shall continue for the balance of its term, subject to the terms and conditions herein stated.

The entire award of damages or compensation for the Property taken, or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to and be the property of the Lessor, and the Lessee hereby assigns to Lessor any and all such award or purchase price. Nothing herein contained shall be deemed or construed to prevent Lessee from interposing and prosecuting in any condemnation proceeding a claim for the value of any trade fixtures installed in the leased Property by the Lessee and in the case of a partial condemnation of the leased Property, the cost, loss, or damages sustained by Lessee as the result of any alterations, modifications, or repairs which may be reasonably required of the Lessee in order to place the remaining portion of the leased Property not so condemned in a suitable condition for Lessee's further occupancy.

18. ABANDONMENT: The Lessee agrees not to vacate or abandon the Property at any time during the leased term of this Lease. Should the Lessee vacate or abandon said Property or be dispossessed by process of law or otherwise, such abandonment, vacation, or dispossession shall be a breach of this Lease and, in addition to any other rights which the Lessor may have, the Lessor may remove any personal property belonging to the Lessee which remains on the leased Property and store the

same, such removal and storage to be for the account of the Lessee.

19. LAWS AND REGULATIONS: The Lessee, at its own cost and expense, shall comply promptly with all laws, rules, and orders of all federal, state, and municipal governments, or departments, which may be applicable to the leased Property.

20. NOTICES: All notices to be given to the Lessee shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the Lessee at Marshfield Clinic Health System, Inc., Attn: Manager - Real Estate & Properties, 1000 N. Oak Avenue, Marshfield, WI 54449 with a copy to: Attn: Legal Services – Contracts Coordinator (same address). Notices by the Lessee to Lessor shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the Lessor at City of Park Falls, City Hall, 400 Fourth Avenue South, Park Falls, WI 54552. Notices shall be deemed delivered when deposited in the United States mail, as above provided. Change of address by either party must be by notice given to the other in the same manner as above specified.

21. MISCELLANEOUS:

(a) The paragraph captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

(b) Time is of the essence of this Lease and of all provisions hereof, except in respect to the delivery of possession of the Property at the commencement of the term hereof.

(c) Any addenda or amendments to this Lease, including but not limited to

the amendment fixing the term of this Lease, may be signed by only one officer of the Lessee.

(d) This Lease may be executed in parts or counterparts, each of which, when taken together, shall constitute an original.

22. SUCCESSORS: All terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, provided that nothing in this paragraph shall be deemed to permit any assignment, subletting, occupancy, or use contrary to the provisions of Paragraph 7.

23. REPRESENTATIONS BY LESSOR: Upon commencement of this Lease, Lessee shall accept the Property "as is" and Lessee agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of the Lessor in respect to the Property except as contained in this Lease.


IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the day and year first written below.

LESSOR: CITY OF PARK FALLS

LESSEE: FLAMBEAU HOSPITAL, INC.
d/b/a MARSHFIELD MEDICAL CENTER
– PARK FALLS


Brentt Michalek (Nov 18, 2022 11:21 CST)

By: Brentt Michalek
Title: City Administrator


Michael Olson (Nov 18, 2022 09:19 CST)

By: Michael F. Olson
Title: Manager - Real Estate & Properties

ADDENDUM

Address: 79 Case Avenue, Park Falls WI 54552

Space Description:

- South portion of the building covering approximately 48' X 48'
- Approximately 2,304 SF

Tax Parcel No: 50-271-2-40-01-24-3 01-000-10000 (Legacy PIN 271112504000)

Parcel Legal Description:

Beginning on the intersection of the south line of Linden Street in the City of Park Falls, with the east line of Case Ave. thence running South along said east line of Case Ave. a distance of 717 feet to a point of beginning; thence east a distance of 429 feet; thence south at right angles a distance of 150 feet; thence west at right angles a distance of 429 feet; thence north at right angles to a distance of 150 feet; to a point of beginning.

Excepting there from:

Lot 1 of Certified Survey Maps, Volume 4, Page 21, Price County Courthouse

The west 120 feet of said above-described 429' x 150' parcel

And a parcel commencing at the southeast corner of Certified Survey Map Volume 4, Page 21; thence east 48 feet to the east line of said above described 429' x 150' parcel; thence south along the east line a distance of 115 feet to a point; thence west perpendicular to the east line a distance of 50 feet; thence in a northwesterly direction to a point located 50 feet west and 55 feet south of said southeast corner of CSM Volume 4, Page 21; thence north 55 feet to the south line of said CSM; thence east 50 feet along said south line of CSM Volume 4, Page 21 to the point of beginning.

Subject to ingress and egress to the above-mentioned parcel by the Department of Natural Resources and their agents.

Also, Lot 2 of Certified Survey Map No. 407, as recorded in Vol. 2 of Certified Survey Maps, Page 143, as document No. 205665, being a part of the Northeast Quarter of the Southwest Quarter, Section 24, Township 40 North, Range 1 West, in the City of Park Falls, Price County, Wisconsin.

All being in Section 24, Township 40 North, Range 1 West, Price County, Wisconsin.



410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715)762-2436 Fax (715) 762-2437
www.cityofparkfalls.com

To: Honorable Mayor and Alders

From: ^{SK} Scott J. Kluver, Administrator

Re: Administrator Job Description Modifications

Date: February 14, 2025

Enclosed you will find a requested adjustment to my job description. These relates to a proposed hiring and termination policy discussed briefly at the last meeting. I bring this to you now before the seasonal hiring decisions are made.

The proposed language would give the Administrator the authority to hire and fire below the department head level. Do note that Library employees are not included in this under current policy. Department head level employees would be a recommendation to the Mayor and Council. Please keep in mind that by statute, the grievance policy has the Council as the final arbiter in cases of suspension and termination. A copy of that policy is enclosed for your reference.


In my opinion, the proposed change is more standard and reflects that the hiring decisions are made by those more involved with the process and the termination process is more appropriate as currently the Council is both the executioner and the judge.

- Promotes the economic well-being and growth of the City through public and private sector cooperation, and by facilitating land use planning initiatives, serving as a liaison for development entities, managing development financing tools, and preparing and coordinating developer agreements with the City Attorney.
- Serves as coordinator and claims agent for City property, liability, worker's compensation and disability insurance programs. Renewal agent for all City insurance policies; ensuring complete coverage for City.
- Communicates regularly with the Mayor and City Council, through oral or written reports, regarding the status of City activities and initiatives.
- Serves as the City's Human Resources Officer. Develops, implements, and enforces City Personnel Rules and Regulations as approved by the City Council. Recommends revisions to personnel policies when necessary, and annually evaluates City Department Heads with input from the Mayor. ~~Recommends to the City Council the promotion, compensation, discipline, and termination of employees as appropriate. Maintains employee records and official personnel files.~~ Maintains employee records and official peronnel files. Maintains compliance with Federal and State drug and alcohol CDL testing requirements. Is responsible for the administrative direction, supervision, and coordination of all employees as allowed by law and City policies.
- Solicits or advertises for applicants to fill position vacancies as appropriate. Reviews the applications according to established hiring procedures and submits a ranked list of applicants to the City Council for action. In consultation with the respective department head, is responsible for the appointment, promotion, and when necessary for the good of the City, the suspension or termination of employees below the department head level.
- Recommend to the Mayor and Council the appointment, promotion, and when necessary for the good of the City, the suspension or termination of department heads.
- Recommends salaries, wage scales, and working conditions of employees to the City Council for appropriate action.
- Assures that city employees receive adequate opportunities for training and professional development necessary to maintain and improve their job-related knowledge and skills and serves as the approving authority for employee requests to attend conferences, professional meetings and training schools etc., provided that sufficient budgeted funds are available for such attendance.
- Development and maintenance of Comprehensive Capital Improvement Plan
- Serves as City Purchasing Agent and oversees the purchase and contracting for supplies and services, subject to the City's purchasing policies and subject to any provisions contained in Wisconsin State Statutes.

- (ee) Violation of any lawful or official regulation, policy or rule, or failure to obey any lawful and reasonable direction given to any employee by their supervisor.
- (ff) Any other act or omission which results in the loss of public trust or affects the employee's ability to perform their duties as a City employee.
- (gg) Violation of the City Employee Handbook

In addition, violation of the following rules shall also be considered misconduct and shall be considered cause for disciplinary action including dismissal depending on the severity of the violation.

- (a) All employees shall observe all City ordinances, including, but not limited to, the City Code of Ethics.
- (b) All employees shall follow all the policies set forth in the Employee Handbook.
- (c) All employees shall exercise reasonable care when driving any City vehicles.
- (d) Any employee involved in an accident involving City vehicles shall immediately notify the Police. Vehicles should not be moved until Police arrive.



All employees should be always courteous in dealing with the public. Employees should, when necessary, listen carefully to complaints and refer them to the proper supervisor for action.

SEC. 9.4 GRIEVANCE PROCEDURE

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline, and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police employees subject to Section 62.13(6m), Wis. Stats., and grievances subject to a grievance policy in an active collective bargaining agreement. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, the following definitions apply:

"Employee discipline" includes all levels of progressive discipline, but shall not include the following items:

- (a) Oral or written reprimands.
- (b) Placing an employee on paid administrative leave pending an internal investigation.
- (c) Counseling, meetings, or other pre-disciplinary action.
- (d) Actions taken to address work performance, including use of a performance improvement plan or job targets.
- (e) Demotion, transfer or change in job assignment.

- (f) Documentation of employee acts or omissions in an employment file; or
- (g) Other personnel actions taken by the employer that are not a form of progressive discipline.

“Employee termination” shall include action taken by the employer to terminate an individual’s employment for misconduct or performance reasons, but shall not include the following personnel actions:

- (a) Voluntary quit.
- (b) Layoff or failure to be recalled from layoff at the expiration of the recall period.
- (c) Work reduction activities.
- (d) Retirement.
- (e) Job abandonment, “no-call, no-show”, or other failure to report to work.
- (f) Termination of employment due to medical conditions, lack of qualification or license, or other inability to perform job duties; or
- (g) Any other cessation of employment not involving involuntary termination including but not limited to completion of assignment of a temporary, seasonal, contract, daily assignment, substitute, or replacement employment relationship.

“Workplace safety” is defined as conditions of employment affecting an employee’s physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

Any written grievance filed under this policy must contain the following information:

- (a) The name and position of the employee filing it.
- (b) A statement of the issue involved.
- (c) A statement of relief sought.
- (d) A detailed explanation of the facts supporting the grievance.
- (e) The date(s) the event(s) giving rise to the grievance took place.
- (f) The identity of the policy, procedure or rule that is being challenged.
- (g) The steps the employee has taken to review the matter, either orally or in writing, with the employee’s supervisor; and
- (h) The employee’s signature and the date.

SEC. 9.5 STEPS OF THE GRIEVANCE PROCEDURE

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

Step 1 – Written Grievance Filed with the Department Head. The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or their designee will investigate the facts, giving rise to the grievance and informing the employee in writing of their decision, if possible, within ten (10) business days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the City of Park Falls Administrator, who shall conduct Step 1 investigation.

Step 2 – Review by the City Administrator. If the grievance is not settled at Step 1, the employee may appeal the grievance to the City Administrator five (5) business days of the receipt of the decision of the department head at Step 1. The City Administrator or their designee will review the matter and inform the employee in writing of their decision, if possible, within ten (10) business days of receipt of the grievance.

Step 3 – Impartial Hearing Officer. If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the City Administrator's decision, a request for written review by an impartial hearing officer. The Mayor, in consultation with the Personnel Committee shall select the impartial hearing officer. The hearing officer shall not be a City employee. In all cases, the grievant shall have the burden of proof to support the grievance. The impartial hearing officer will determine whether the City of Park Falls acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

Step 4 – Review by the Governing Body. If the grievance is not resolved after Step 3, the employee or the City Administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Governing Body. For all other employees, the appeal shall be filed with the City Council. The Governing Body shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the Governing Body's next regular meeting. The Governing Body will inform the employee of its findings and decision in writing within ten (10) business days of the Governing Body's meeting. The Governing Body shall decide the matter by majority vote and this decision shall be final and binding.

An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee will not be compensated for time spent processing their grievance through the various steps of the grievance procedure.

ARTICLE X

SEPARATION OF EMPLOYMENT

SEC. 10.1 CITY PROPERTY AND RECORDS

All employees voluntarily terminating or involuntarily terminating employment with the City are required to return all City property and records to the City upon termination of employment.



410 Division Street
P.O. Box 146
Park Falls, WI 54552
Phone (715)762-2436 Fax (715) 762-2437
www.cityofparkfalls.com

To: Honorable Mayor and Alders

From: ^{SK} Scott J. Kluver, Administrator

Re: Resolution for WisDOT Traffic Study

Date: February 17, 2025

Enclosed is a resolution to request a traffic study be done on STH 13 by WisDOT in order to address the stated whereases in the resolution. This is timely because of the Safe Streets and Roads for all study, the recent discussion of the safety of mowers in the median, and because the speed limit needs to be lower to address access of ATVs/UTVs to businesses in those areas. We have been informed that such a study may not occur until the late summer/fall of this year, but would encourage WisDOT to complete it as soon as possible. Please let me know if you have any questions related to this request.

**CITY OF PARK FALLS, PRICE COUNTY
STATE OF WISCONSIN**

RESOLUTION NO. 25-003

A RESOLUTION TO REQUEST SPEED LIMITS ON PORTIONS OF STH 13 WITHIN THE CITY
OF PARK FALLS BE REDUCED

WHEREAS, the City of Park Falls completed a Safe Streets and Roads for All study in 2024 which identified speed of vehicles as an issue; and

WHEREAS, during a recent discussion regarding the proposed improvements of STH 13, the safety of mowers on the medians adjacent to the Super One store near the south entrance to the City were a concern; and

WHEREAS, with a large employer, school traffic, and a proposed new 60-unit housing development on the north side of the City there is a concern of vehicle speed north of 5th Street North to the City limits; and

WHEREAS, lowering the speed limits will allow for the City to consider other modifications to vehicular traffic that could provide benefit to business and tourists to the community.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Common Council for the City of Park Falls that:

The City of Park Falls requests the Wisconsin Department of Transportation modify the speed limits on both ends of STH 13 near the entrances/exits to the City and that the required traffic and speed study commence this summer.

The Clerk is hereby directed to forward a copy of this resolution to the appropriate WisDOT staff for our area.

Adopted this 24th of February, 2025, by the City of Park Falls Common Council.

Tara Tervort, Mayor

STATE OF WISCONSIN)
)
COUNTY OF PRICE)

I hereby certify that the foregoing resolution is a true, correct and complete copy of Resolution #25-003 duly and regularly adopted by the Common Council for the City of Park Falls on the 24th day of February, 2025.

Shannon Greenwood, City Clerk

ADOPTED:
PUBLISHED:
ATTEST: