



AGENDA OF THE COMMON COUNCIL

TUESDAY, DECEMBER 20, 2022, 6:00 PM

In person at City Hall Room 203--Council Chambers.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. This item contains information and instructions for the Zoom virtual meeting. It also contains a comment form.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. Reappointments:

Downtown Business Improvement District Board

Jim Dubois, 118 S. Washington St., Green Bay, WI 54301

Term to expire: December 1, 2025

J. Ordinances - Second Reading for Adoption.

1. General Ordinance No. 24-22

An ordinance amending Section 40-3(b), Green Bay Municipal Code, relating to Temporary Parking Regulations.

2. General Ordinance No. 29-22

An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking

regulations.

K. Landmarks Commission (November 16, 2022).

1. To deny the Certificate of Appropriateness (COA, 22-41) on the design review for window replacements located at 240 N. Broadway.

The Council may convene in closed session pursuant to Section 19.85(1)(a), Wis. Stats., for purposes of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

L. Report of the Improvement & Services Committee (December 14, 2022).

1. To approve the 2023 proposed vegetation maintenance at the City's stormwater ponds and facilities.
2. To approve the request by Department of Public Works to adopt the Proposed 2023 Sanitary Sewer Rates.
3. To approve the request by Department of Public Works to adopt the Proposed 2023 Storm Sewer Rates.

M. Report of the Protection & Policy Committee (December 12, 2022).

1. To approve a change of agent for Harp & Eagle LTD (St. Brendan's Inn) at 234 S. Washington St. to Daniel Anton Joppe.
2. To approve a change of agent to Ultimate Mart, LLC (Pick n' Save #186) at 1819 Main St. to Lori Demeny.
3. To grant an application for a Class "B" Beer license for Allegedly LLC at 2056 Main St. Suite A with a license premises description as "SUITE A-BAR AREA-ENT CENTER, COOK PREP/STORAGE RMS (2)/COOLER/HALLWAY/BASEMENT/BATHROOMS," with the approval of the proper authorities (Previously licensed during the 2021-2022 license year as Berceaus's Last Stop)
4. To deny a request by Stephen Preisler at 826 S. Baird St. to appeal invoices.
5. To approve General Ordinance 26-22 Relating to Condominiums.
6. To approve General Ordinance 28-22 regarding Board of Absentee Ballot Canvassers.
7. To approve General Ordinance 27-22 Relating to Elected Officials.
8. To refer to staff a request by Ald. Scannell (District 7) for consideration with possible action on requesting the Greater Green Bay Blueprint to Prevent and End Homeless to report to Council 2x's/year.
9. Informational Only: The Liquor Violation Report.

10. Informational Only: The Clerk's Office Licensing Report.

N. Report of the Protection & Policy Committee Granting Operator Licenses.

1. Report of the Protection & Policy Committee Granting Operator Licenses.

O. Report of the Finance Committee (December 13, 2022).

1. To approve the purchase of FortiNet EPP-APT, EDR/MDR and MultiFactor Authentication software and support for 36 months for total cost of \$154,125.00.
2. To approve the acceptance of the State of Wisconsin Department of Administration Neighborhood Investment Fund Grant program for \$5,000,000 as part of the American Rescue Plan Act of 2021.
3. To approve a request by the Department of Public Works for a sole-source purchase of an Aries TR3320 Pathfinder Tractor (with case) and an Aries PE3530 CCTV Camera (with case) from JWR, Inc., in the amount of \$51,229.
4. To approve the acceptance of the WEDC Community Development Investment Grant for up to \$250,000.
5. To approve a first amendment to the resolution adopting the City's plan for expenditure of funds received pursuant to the American Rescue Plan Act of 2021.
6. Regarding the Report of the Claims Committee: To proceed as directed in closed session and approve the balance of the report.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

7. To approve the engagement of Husch Blackwell as outside counsel to provide legal assistance related to the Lambeau Field Stadium Lease.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

8. To approve a resolution authorizing budget amendments for unbudgeted community events and costs offset by invoices for a total of \$39,719.27.

P. Report of the Park Committee. (December 14, 2022)

1. To approve a Leadership Green Bay project to improve the Wildlife Sanctuary 4K outdoor exploration/play area with the construction of a new dock and shelter along with providing funding to set up a scholarship fund for bussing Wildlife Sanctuary 4K students.
2. To approve the purchase of playground equipment for John Muir Park from GameTime for a total cost of \$25,674.89.

Q. Report of the Personnel Committee. (December 13, 2022)

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Public Works Supervisor - Public Works Department
 - b. Legal Assistant - Law Department

R. Report of the Public Arts Commission (December 14, 2022).

1. To approve the TDS utility box Call-for-Art.

S. Report of the Equal Rights Commission (December 8, 2022).

1. To present the Equal Rights Commission Housing Report on Martin Luther King Day (January 16, 2023).
2. INFORMATIONAL: Equal Rights Commission Annual Report to the Mayor and Common Council.

T. Informational.

1. MuniCtReportNov2022

U. Resolutions.

1. Resolution drawing final orders to contractors for December 20, 2022.
2. First amendment to the resolution adopting the City's plan for expenditure of funds received pursuant to the American Rescue Plan Act of 2021.
3. Resolution authorizing budget amendments for unbudgeted community events and costs offset by invoices for a total of \$39,719.27.

V. Ordinances - First Reading.

1. General Ordinance 26-22
An ordinance amending section 36-278, Green Bay municipal code, relating to condominiums.
2. General Ordinance 28-22
An Ordinance Amending Section 2-290(A), Green Bay Municipal Code, Relating To Board Of Absentee Ballot Canvassers.
3. General Ordinance 27-22
An Ordinance Amending Section Code Section 2-122, Green Bay Municipal Code, Relating To Elected Officials.

W. Referral of Petitions & Communications.

X. Adjournment.

- 1) SUPPLEMENTAL INFORMATION: The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions



2022-12-20 Common Council

Zoom Meeting Information

Topic: 2022-12-20 Council Zoom

Time: Dec 20, 2022 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84806416989>

Meeting ID: 848 0641 6989

Passcode: 690468

One tap mobile

+13126266799,,84806416989#,,,,*690468# US (Chicago)

+16469313860,,84806416989#,,,,*690468# US

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 848 0641 6989

Passcode: 690468

Find your local number: <https://us02web.zoom.us/j/84806416989>

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. Online comments will be accepted until 4:30 pm on Council day.

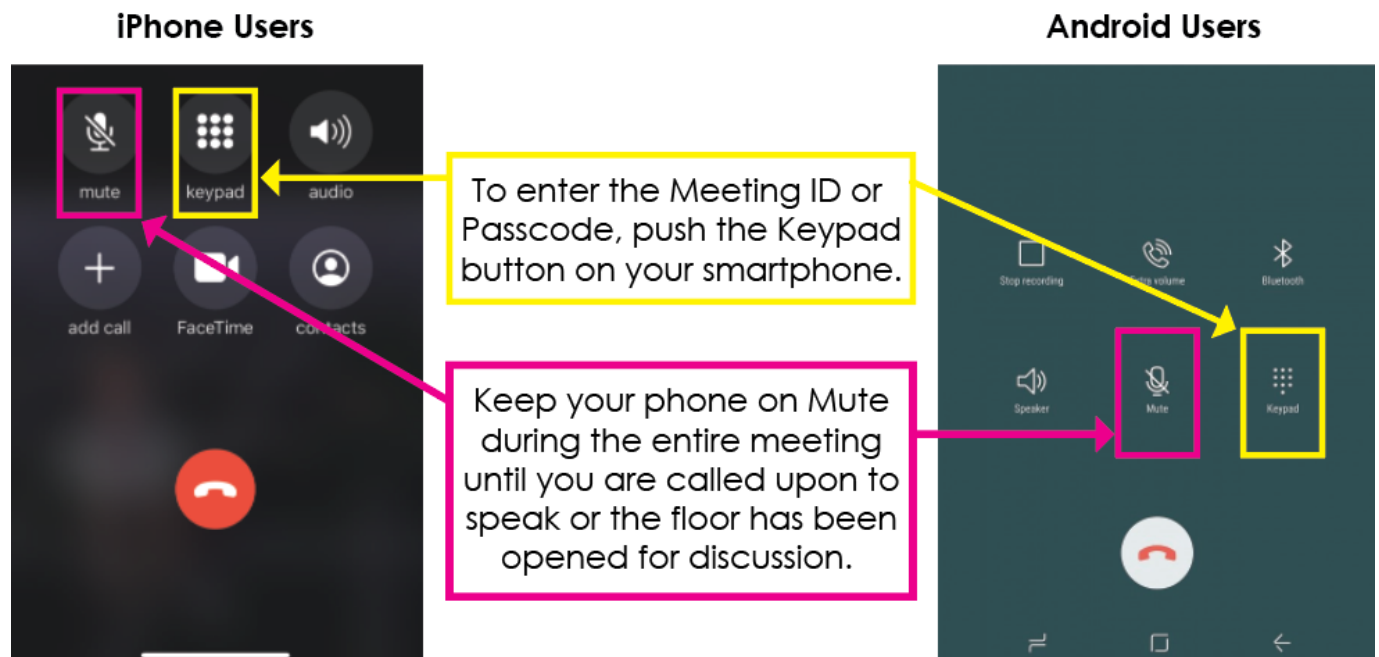
Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You'll receive another email confirming that you're registered for the meeting.
 - b. If you're using a phone, your registration will be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users—if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking will prevent your background noise from interfering with others' ability to listen to and participate in the meeting.
 - b. If you're using a telephone, please identify yourself with your phone number and state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



GENERAL ORDINANCE NO. 24-22

AN ORDINANCE
AMENDING SECTION 40-3(b)(2),
GREEN BAY MUNICIPAL CODE,
RELATING TO TEMPORARY PARKING REGULATIONS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 40-3(b), Green Bay Municipal Code, is hereby amended to read:

Sec. 40-3. Traffic, Bicycle and Pedestrian Commission.

(b) *Powers and duties.*

- (1) *General.* The Traffic, Bicycle and Pedestrian Commission gives due consideration to both motorized and non-motorized traffic within the City. The Commission shall coordinate traffic, bicycle and pedestrian activities; carry out educational activities in traffic, bicycle and pedestrian matters; supervise the preparation and publication of traffic, bicycle and pedestrian reports; reference existing transportation, pedestrian and bicycle plans; receive complaints having to do with traffic, bicycle and pedestrian matters; and recommend to the Council and other City officials ways and means for improving traffic, bicycle and pedestrian conditions, including the acquisition of off-street parking and the administration and enforcement of traffic regulations.
- (2) *Temporary regulations.* To test proposed regulations under actual conditions, the Traffic, Bicycle and Pedestrian Commission may make temporary regulations governing traffic for trial periods ~~not to exceed~~ of 90 days. **The Commission shall reconsider such temporary regulations prior to the expiration of the 90-day period or at the first meeting practicable thereafter.** If such trial periods are deemed successful by the Commission, it shall make its recommendations accordingly to the Council, ~~so the Council may consider legislation to make such temporary regulations permanent.~~ **Any such temporary regulation shall remain in effect until Council takes action on legislation to make such temporary regulations permanent.**
- (3) *Self-government.* The Traffic, Bicycle and Pedestrian Commission shall make its own rules regarding meetings and procedures and may enact such rules for attendance as to declare any of the civilian offices on the Commission vacant because of violation thereof.
- (4) *Residential parking districts.* Subject to Council approval, the Traffic, Bicycle and Pedestrian Commission may promulgate regulations to implement and amend provisions relating to Residential Parking Districts as defined in Section 40-27. Such regulations shall become effective upon Common Council approval.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

12/6/2022

GENERAL ORDINANCE NO. 29-22

**AN ORDINANCE
AMENDING SECTION 40-34,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following 2-HOUR PARKING 7 AM TO 4 PM SCHOOL DAYS zone:

HUBBARD STREET, both sides, from Allard Avenue to Woodlawn Avenue.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zone:

HUBBARD STREET, south side, from Allard Avenue to a point 55 feet east of Allard Avenue.

SECTION 3. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following 2-HOUR PARKING 7 AM TO 4 PM SCHOOL DAYS zones:

HUBBARD STREET, north side, from Allard Avenue to Woodlawn Avenue.

HUBBARD STREET, south side, from a point 55 feet east of Allard Avenue to Woodlawn Avenue.

SECTION 4. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

City Clerk

DJAH
12/6/22



CERTIFICATE OF APPROPRIATENESS APPLICATION

Department of Community
and Economic Development
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3300 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

All fields must be completed before application will be processed.

File Number: _____

1. Address: 240 N. Broadway (317 Dousman Street), Green Bay, WI 54303

2. Parcel #: 4-65

3. Owner of record: BFAM, LLC Phone: (813) 500-0296

300 N. Van Buren Street	Green Bay	WI	54301
(Address)	(City)	(State)	(Zip)

4. Applicant's Name: Garritt R. Bader, Managing Member, BFAM, LLC

300 N. Van Buren Street	Green Bay	WI	54301
(Address)	(City)	(State)	(Zip)

813-500-0296		gb@gb-re.com
(Office Phone #)	(Cell Phone #)	(E-mail Address)

5. Present use of Property: Vacant

6. Description of Project: Describe each item of the project separately. Include existing condition(s) when describing item. Also, describe the proposed work, material(s) to be used and the impact the item would have on existing historic or architectural features of the property. (Attach additional sheets if necessary.)

This project is the complete renovation of the former Bangkok Garden/Baxter's property at the SEC of N. Broadway and Dousman Streets. The first floor will be renovated for (likely) two retail/commercial users; the second floor will be gutted, with structural reinforcement added to afford residential use on the second floor. The exterior will receive new windows, paint and signage.

7. Attachments:

- ☒ Site Plan of the lot (Please indicate direction of north, dimensions, structures, etc.)
- ☒ Sketches, drawings, building and streetscape elevations, and/or annotated photos
- ☒ Exterior photos
- ☒ Specifications (materials) for the project
- ☐ Phased development plan for the project (if proposed in phases)
- ☐ Inspection report (required for demolition requests only)
- ☐ Cost estimates for all the proposed work
- ☐ Other (please explain): _____

CERTIFICATE OF APPROPRIATENESS APPLICATION (Continued)

8. The following action is requested:

☒ **Approval of COA by Landmarks Commission** (projects not listed below)

☐ **Approval of COA by staff:** (Check all that apply)

- ☐ Roof repair/replacement
- ☐ Gutter repair/replacement
- ☐ Private sidewalk and driveway repair/replacement of the same dimensions and orientation
- ☐ Chimney repair and tuckpointing according to the Secretary of the interior standards and in appropriate color and design
- ☐ Installation of fences
- ☐ Storm window or storm door installation, repair, or replacement
- ☐ Installation of glass blocks in basement window openings
- ☐ Painting of existing unpainted brick
- ☐ Unattached nonvisible accessory structures
- ☐ Replacement of identical siding
- ☐ Replacement or repair to porches identical to existing style and materials
- ☐ Commercial sign replacement of identical dimensions

Petitioner Signature: _____

Owner Signature: _____

Date Received: _____ Staff: _____

TRIFAB® VG (VERSAGLAZE®)
TRIFAB® VG 450, 451 & 451T (THERMAL) FRAMING SYSTEMS &
TRIFAB® 451UT (ULTRA THERMAL) FRAMING SYSTEM



Design + Performance

Versatility with Unmatched Fabrication Flexibility



Geisinger Professional Building
Jenkins Township, Pennsylvania
ARCHITECT
Mericle Commercial Real Estate Services
Wilkes-Barre, Pennsylvania
GLAZING CONTRACTOR
Sterling Glass, Inc., Scranton, Pennsylvania
PHOTOGRAPHER
© Perzel Photography Group

Trifab® VersaGlaze® is built on the proven and successful Trifab® platform – with all the versatility its name implies. There are enough framing system choices, fabrication methods, design options and performance levels to please the most discerning building owner, architect and installer. The 4.5" depth Trifab® VersaGlaze® Framing System family is available with non-thermal, thermal and ultra-thermal performance levels. The ultra-thermal Trifab® 451UT Framing System, is designed for the most demanding thermal performance and employs a dual Isolock® thermal break.

AESTHETICS

Trifab® VersaGlaze® Framing Systems offer designers a choice of front-, center-, back- or multi-plane glass applications. Structural silicone

glazing (SSG) and weatherseal glazing options further expand designers' choices, allowing for a greater range of possibilities for specific project requirements and architectural styles. All systems have a 4-1/2" frame depth; Trifab® VersaGlaze® 450 has 1-3/4" sightlines, while Trifab® VersaGlaze® 451/451T and Trifab® 451UT have 2" sightlines.

With seamless incorporation of Kawneer entrances or windows, including GLASSvent® visually frameless ventilators, Trifab® framing can be used on almost any project. These framing systems can also be packaged with Kawneer curtain walls and overhead glazing, thereby providing a full range of proven, and tested, quality products for the owner, architect and installer from a single-source supplier.

ECONOMY

Trifab® VersaGlaze® 450/451/451T/451UT Framing Systems offer a variety of fabrication choices to suit your project:

- **Screw Spline** – for economical continuous runs utilizing two-piece vertical members that provide the option to pre-assemble units with controlled shop labor costs and smaller field crews for handling and installation. (available for all systems)
- **Shear Block** – for punched openings or continuous runs using tubular moldings with shear block clips that provide tight joints for transporting large pre-assembled multi-lite units. (available for 450/451/451T systems)
- **Stick** – for fast, easy field fabrication. Field measurements and material cuts can be done when metal is on the jobsite. (available for 450/451/451T systems)
- **Pre-glazed** – The combination of screw spline construction with pre-glazing in the shop accelerates installation and reduces field labor time while minimizing disruption to the surrounding area or existing tenants. Making it an exceptional choice for new or retrofit applications, particularly in urban areas or where space is limited. (available for 451/451T/451UT framing)



Brighton Landing
Cambridge, Massachusetts
ARCHITECT
ADD Inc., Cambridge, Massachusetts
GLAZING CONTRACTOR
Ipswich Bay Glass Company, Inc., Rowley, Massachusetts
PHOTOGRAPHER
© Gordon Schenck, Jr.

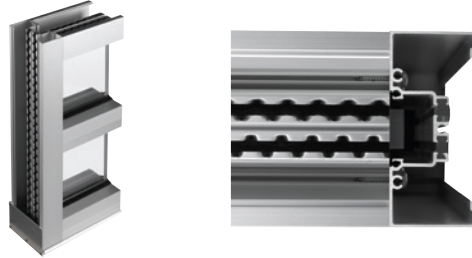
All systems can be flush glazed from either the inside or outside. The weatherseal option provides an alternative to SSG vertical mullions for Trifab® VersaGlaze® 450/451/451T. This ABS/ASA rigid polymer extrusion allows complete inside glazing and creates a flush glass appearance on the building exterior without the added labor of scaffolding or swing stages. Additionally, high-performance flashing options are engineered to eliminate perimeter sill fasteners and associated blind seals.

FOR THE FINISHING TOUCH

Architectural Class I anodized aluminum and painted finishes in fluoropolymer (AAMA 2605) and solvent-free powder coatings (AAMA 2604) offer a variety of color choices.

PERFORMANCE

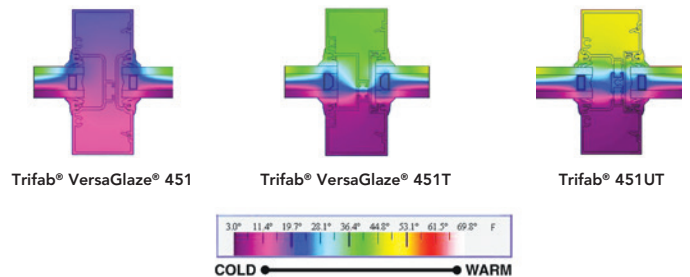
Kawneer's Isolock® thermal break technology creates a composite section, prevents dry shrinkage and is available on Trifab® VersaGlaze® 451T. For even greater thermal performance, a dual Isolock® thermal break is used on Trifab® 451UT.



Trifab® 451UT uses a dual Isolock® thermal break (right) and features a new high-performance sill design, which incorporates a screw-applied end dam (left), ensuring positive engagement and tight joints between the sill flashing and end dam.

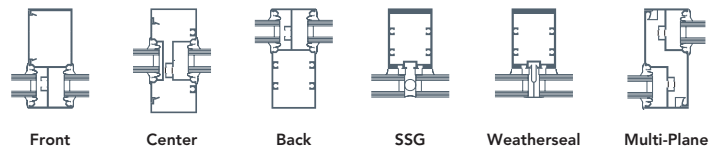
U-factor, CRF values and STC ratings for Trifab® framing systems vary depending upon the glass plane application. Project-specific U-factors can be determined for each individual project. (See the Kawneer Architectural Manual or Kawneer.com for additional information.)

Thermal simulations showing temperature variations from exterior/cold side to interior/warm side.



PERFORMANCE TEST STANDARDS

Air Infiltration	ASTM E283
Water	AAMA 501, ASTM E331
Structural	ASTM E330
Thermal	AAMA 1503
Thermal Break	AAMA 505, AAMA TIR-A8
Acoustical	AAMA 1801, ASTM E1425













WISCONSIN
BAKED & BREWED
Cafe Tenant

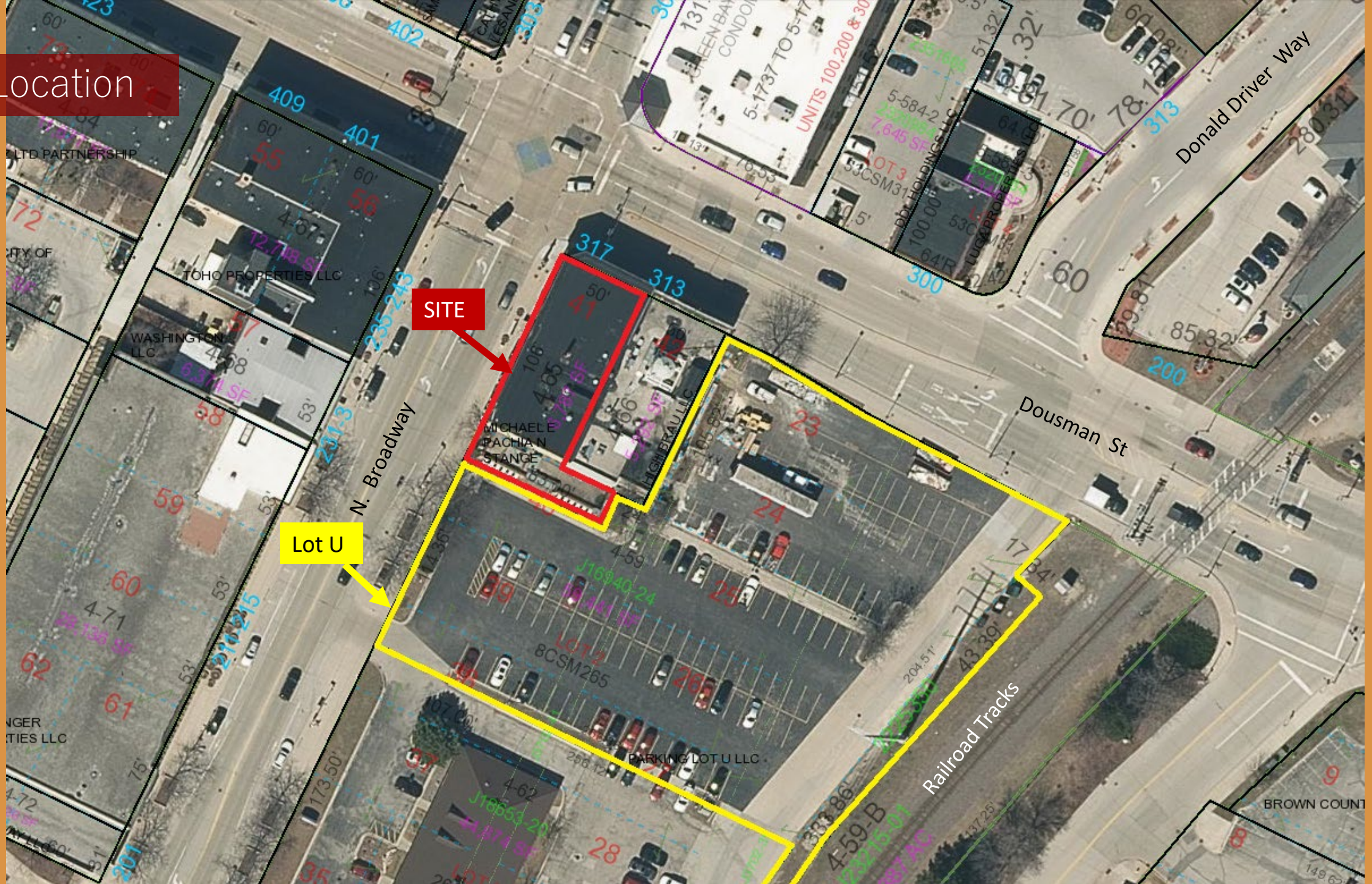
Apartment
Sign



Landmarks Commission Submittal

240 N. Broadway / 317 Dousman Street, Green Bay

Location



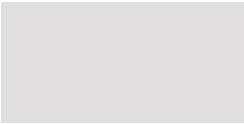
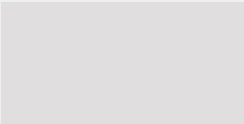
Current 2nd Floor



KAWNEER ANODIZED FINISHES

Kawneer gives you a wide variety of anodized finishes with attractive alternatives. The benefit of a durable, anodized finish is married to the beauty of some very dynamic and exciting colors.

At the start of every design, there's a choice of how you want to finish. Contact your Kawneer sales rep for the information on these and other finishes available from Kawneer.

	KAWNEER FINISH NO.	COLOR	ALUMINUM ASSOCIATION SPECIFICATION	OTHER COMMENTS
	#14	CLEAR	AA-M10C21A41	Architectural Class I (0.7 mils minimum)
	#17	CLEAR	AA-M10C21A31	Architectural Class II (0.4 mils minimum)
	#40	DARK BRONZE	AA-M10C21A44	Architectural Class I (0.7 mils minimum)
	#29	BLACK	AA-M10C21A44	Architectural Class I (0.7 mils minimum)



VISION
ARCHITECTURE, LLC

P.O. Box 224
Neenah, WI 54956
920-904-4300

www.vision-architecture.net

Proposed Renovation For:

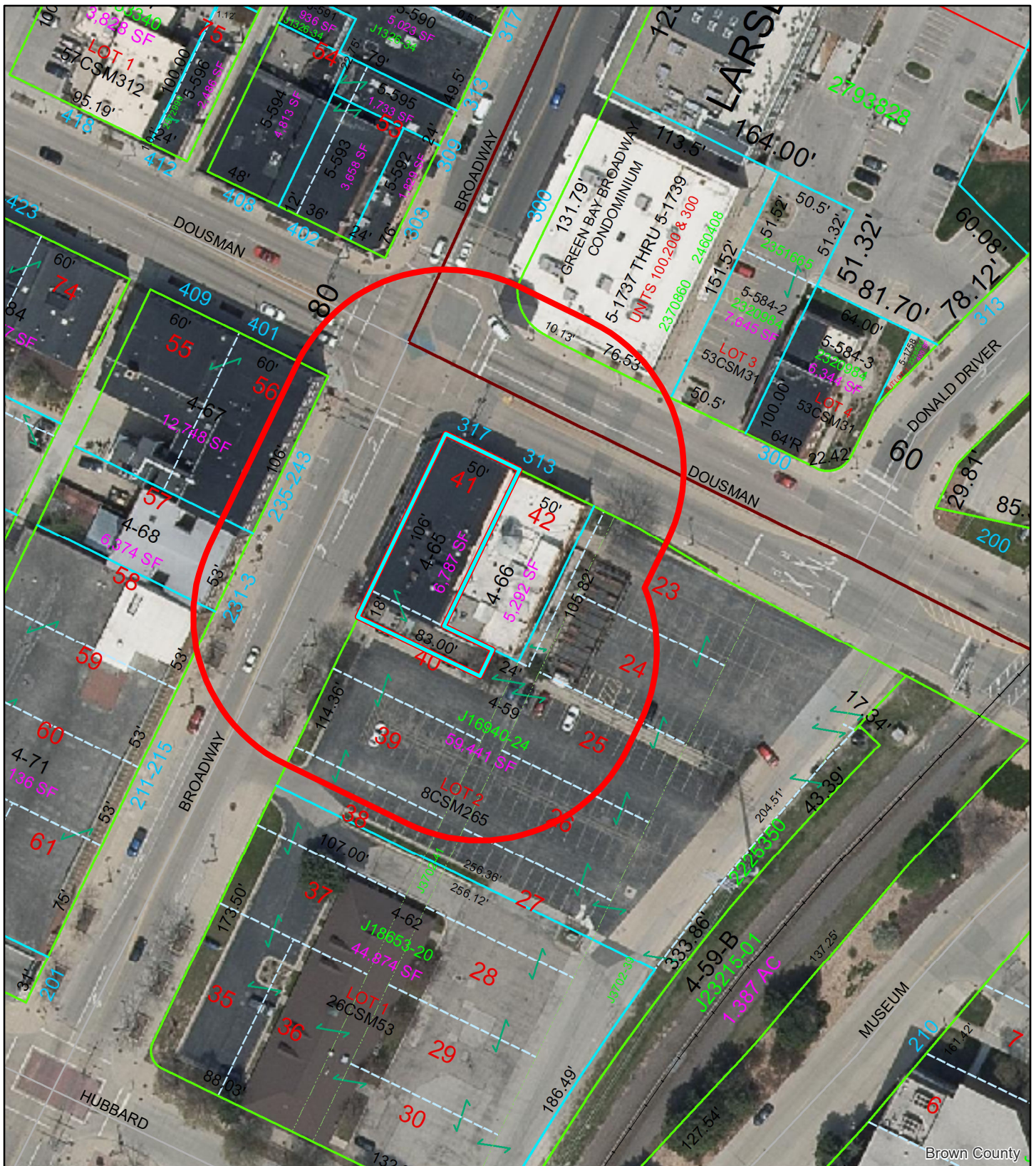
240 N. Broadway

Green Bay, Wisconsin

Issue Date: 10/3/2022

Revisions:

A2.0



Brown County



(COA 22-41) Window Replacement 240 N Broadway

0 20 40 80 Feet



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 11 Oct 2022 X:\Planning\Basemaps\template_8.5x11.mxd

- 240 N Broadway
- 100-ft. Notification Area



Community & Economic Development Department
100 North Jefferson Street - Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3400
Fax 920.448.3426

November 21, 2022

BFAM, LLC
300 N Van Buren Street
Green Bay, WI 54301

Re: Certificate of Appropriateness, Updated Partial Approval

Dear Applicant:

Please be informed that the City of Green Bay's Landmark Commission has approved a portion the Certificate of Appropriateness (COA) for work at 240 N Broadway.

Replacement of the second-floor windows, the painting of the wood facade features, and renovation to the single-story building at the rear of the property were approved in October. **Replacement of the existing first-floor windows along the north façade and the southwest façade were approved November, 16, 2022.**

Please note that this approval expires one year from the date of this COA. If the project as described above has not been started by the above date, a new COA will be required. Any changes to the project should be reported to the Landmark Commission's staff prior to work being done. If substantial changes are proposed, a new COA may be required.

The creation of a new storefront at the northwest corner along Broadway was denied.

You have the right to appeal this decision as detailed in Section 44-1552(3) of the Green Bay Municipal Code:

(3) Appeals. Should the LC or their designee fail to issue a COA due to the failure of the proposal to conform to the requirements and guidelines of this article and Division 5 of Article II of this chapter and applicable guidelines, the applicant may appeal such decision to the Common Council within 30 days. In addition, if the LC fails to issue a COA, the LC shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a COA within the requirements and guidelines of this article and Division 5 of Article II of this chapter.

Any permits required for your project as required by the City's Municipal Code can now be applied for. For questions regarding building permits, please contact our Inspection Division at (920) 448-3300. To request an appeal, please contact me directly.

Sincerely,

Stephanie Hummel, AICP
Planner II

sjh

cc: Pete O'Connor, Inspection Division



Report to the
Landmarks Commission
of the City of Green Bay

MEETING DATE

November 16, 2022

PREPARED BY

Jason Flatt, Staff

AGENDA ITEM # E.1

(COA 22-41) Consideration with possible action on a design review for window replacements located at 240 N. Broadway - Held from October 19, 2022 meeting.

BACKGROUND

Update from Applicant for 11/16/22 Meeting:

The existing first floor windows would be replaced because (a) code requires an exit door for the new residential access stairwell on the Dousman Street side, far east end of the building, and thus, (b) moving that existing door east 15-20 feet to meet this results in a new storefront system there and a subsequent desire for all the glass to then match as a result. On the Broadway side of the building, and as previously discussed, it's a developer and tenant desire for aesthetic, neighborhood, and functional improvement. (My identified user has indicated that it will pull out of the deal without the visibility that the glass will afford.)

240 N. Broadway (aka. 315-317 Dousman, the historic Felix DuChateau Saloon, more recently the Bangkok Garden & Baxter's) is a contributing property in the Broadway-Dousman NRHP Historic District built in 1909. This building occupies a prominent corner of the district, with primary façades along both Dousman and N Broadway. This district was added to the NRHP in 1999. At that time the district consisted of 15 buildings (12 contributing, 3 non-contributing)—today there are 11 contributing buildings and 2 non-contributing buildings.

Per the 1999 NRHP nomination (which remains true today):

"This building has undergone few exterior alterations, and retains a high level of integrity. Two stories tall and constructed of red brick, the building has two storefronts facing Dousman and one at the rear of the building facing Broadway. The storefronts are relatively intact, although the glass itself appears to have been replaced; all of the storefronts are surmounted by original transom beams with rosettes. The second floor is dominated by four projecting bay windows: one located at the rear and one near the center of the Broadway side, one located at the corner of the building, and one located at the east corner of the Dousman façade. All four have hipped roofs, flat projecting floors, and pressed metal paneling in a delicate curvilinear pattern immediately beneath the windows. All of the bays also have double-hung one-over-one sash, which appear to be original but are obscured by aluminum storm panes. With the exception of the bay projecting from the corner, all of the bays are semi-hexagonal; the bay over the corner entry has five sides and is suspended above a cutaway entry. The remaining windows of the second floor are all singly-set, glazed in the same manner as the windows in the bays, and are surmounted by stone keystones set into their slightly arched plain surrounds. The building is crowned with a simple cornice consisting of pressed-metal brackets under a plain overhang. An excellent example of commercial vernacular architecture in the early twentieth century, this building retains a high level of integrity."

The COA application calls for exterior changes, including new windows, paint, and signage. The proposed new windows will require substantial alteration of the fenestration along the N Broadway façade as well as

removal of a storefront doorway on the Dousman façade (both are primary façades). A rendering of the two primary façades (Dousman & N Broadway) and window manufacturer information has been provided. At present, the COA application lacks detailed information on the following:

- details on the signage (design, foundation, attachment points, illumination, etc)
- info on the rear addition and secondary façades
- replacement window finish (anodized vs. powder coat)
- replacement window visual light transmittance value
- operability of the second story windows
- paint (confirmation that no unpainted brick is to be painted)
- potential impact to the original transom beams

The COA includes some information on proposed interior changes. Interiors are beyond the jurisdiction of the City of Green Bay's Landmarks Commission and are not addressed in this report.

With regard to the proposal to replace windows and remove storefront doorway(s)—altering the building's fenestration—LC staff refers to the following requirements and guidance. The most relevant, high-level portions of the Secretary of the Interior's Standards include the following:

- "1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*
- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*
- 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.*
- 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.*
- 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.*
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment."*

Per the Secretary of the Interior's Standards for the Treatment of Historic Properties With Guidelines For Preserving, Rehabilitating, Restoring & Reconstructing Buildings, some recommended practices regarding WINDOWS warrant careful consideration. The following is from page 109 of those Guidelines:

RECOMMENDED - Adding new window openings on rear or other secondary, less visible elevations, if required by a new use. The new openings and the windows in them should be compatible with the overall design of the building but, in most cases, not duplicate the historic fenestration.

NOT RECOMMENDED - Changing the number, location, size, or glazing pattern of windows on primary or highly-visible elevations which will alter the historic character of the building.

Cutting new openings on character-defining elevations or cutting new openings that damage or destroy significant features.

RECOMMENDED - Replacing windows that are too deteriorated to repair using the same sash and pane configuration, but with new windows that operate differently, if necessary, to accommodate a new use. Any change must have minimal visual impact. Examples could include replacing hopper or awning windows with casement windows, or adding a realigned and enlarged operable portion of industrial steel windows to meet life-safety codes.

NOT RECOMMENDED - Replacing a window that contributes to the historic character of the building with a new window that is different in design (such as glass divisions or muntin profiles), dimensions, materials (wood, metal, or glass), finish or color, or location that will have a noticeably different appearance from the historic windows, which may negatively impact the character of the building."

The Wisconsin Historical Society / SHPO has established several window requirements for historic storefronts. Those requirements include a visual light transmittance of 72 or higher (a VT rating of 0.72) for each window. Also, metal framed windows must not have an anodized finish. These requirements are particularly applicable to storefront windows. Reference:
<https://www.wisconsinhistory.org/Records/Article/CS4308> --and--
<https://www.wisconsinhistory.org/pdfs/hp/HPR-Guidelines-Tax-Credit-Projects-for-Income-Producing-Properties.pdf>

Additionally, the Wisconsin Historical Society / SHPO is clear on how to treat the building exterior:
"BUILDING EXTERIOR

A primary facade is one that is visible from public rights-of-way and, in most cases, has significant architectural detailing. A secondary facade is one that is generally visible from public view, but may not contain as many distinguishing architectural features. A rear facade is one that is usually not seen by the public and contains little architectural detailing. As a rule, primary facades should be left intact, while rear facades may sometimes be altered more substantially."

Reference: <https://www.wisconsinhistory.org/pdfs/hp/HPR-Guidelines-Tax-Credit-Projects-for-Income-Producing-Properties.pdf>

LC staff notes that the proposal to alter the building's fenestration (window opening size) along N Broadway will have a substantial negative impact to the integrity of the building. The Department of the Interior, via their National Register of Historic Places eligibility requirements, defines seven aspects of integrity. Those aspects of integrity, their brief definitions (as succinctly summarized in the article, "Seven Aspects of Integrity" by Patricia L. Duncan, National Register Coordinator, Division of Historic Preservation – Louisiana SHPO), and how altering the fenestration will impact those aspects are detailed below:

LOCATION – "the particular point or position where the historic property was constructed, the significant person made their contribution, or the historic event occurred." Altering the fenestration will not impact the integrity of location.

SETTING – "the character of the place where the historic resource is located." Altering the fenestration will not impact the integrity of the setting for this property, but the setting of other historic buildings within this district will be impacted by changes to this building.

DESIGN – "the combination of elements that creates the form, plan, space, structure, and style of a property." Altering the fenestration will have a significant, negative impact to this building's integrity of design. Specifically, the existing window openings along N Broadway, which are relatively small and at a high elevation in the first story façade, are historic, character-defining features of this building. This building was built primarily to accommodate the Felix DuChateau saloon in this corner storefront (the building was built with four (4) storefronts – two (2) on Dousman and two (2) on N Broadway, near the rear of the building). The historic window openings reflect the history of the building and society by providing natural light inside the historic saloon space while effectively shielding the patrons and their actions from public display. Enlarging these window openings would effectively erase this critical aspect of the building's historic design and create a false sense of historical development. Removal of the doorway on the Dousman façade alters the historic two-storefront design of the building on that side. The negative impact to the building's integrity of design resulting from altered fenestration on primary façades is difficult to overstate.

MATERIALS – "the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property." Enlarging windows on a primary façade requires the removal of historic material. This removal of historic material (the bricks in the wall) is not only a loss of material, but a reimagining of that material's pattern and configuration. The negative impact to the building's integrity of materials resulting from altered fenestration on the primary façades is very significant.

WORKMANSHIP – "the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory." Altering the fenestration will have some negative impact upon the integrity of workmanship as significant portions of the visible brick façade will be cut open, requiring some measure of

effort to disguise the resulting scars to remaining material that was cut through, and discarded along with the fine mortar lines that exemplify the masons' workmanship on this building.

FEELING – “a property's expression of the aesthetic or historic sense of a particular period of time. To have the aspect of feeling, a property must have surviving physical features that express its historic character and help the visitor experience an awareness of its history and importance.” As noted in the ‘design’ section above, the existing window openings along N Broadway, which are relatively small and at a high elevation in the first story façade, are historic, character-defining features of this building. This building was built primarily to accommodate a saloon in this corner storefront. These historic window openings reflect the history of the building and society by providing natural light inside the historic saloon space while effectively shielding the patrons from public display. Enlarging these window openings would effectively erase this critical aspect of the building's historic feeling. Additionally, removal of a storefront doorway largely erases the feeling that this building had when constructed to accommodate four (4) storefronts.

ASSOCIATION – “the direct link between an important historic event or person and a historic property. This connection can occur only if the property's historic physical features, or character, survives.” Currently, this property maintains a clear association with its builder, Felix DuChateau, and his saloon for which this building was built. Altering the fenestration will have some negative impact upon the integrity of association as significant physical features, and character, will no longer survive.

Two members of LC staff conducted a site visit with the COA applicant on September 21. The above concerns were, at a high level, conveyed to the applicant at that time.

LC staff appreciates this opportunity to refer to the City of Green Bay Municipal Code, Chapter 44, Article XV, Section 44-1552, “Powers and duties of Landmarks Commission”, part (2), subpart b., which states the following:

(2) Regulation of construction, reconstruction, alteration, and demolition.

b. Upon filing of any application for a COA with the LC, the LC shall approve the application unless:

- 1. In the case of a designated historic structure or designated historic site, the proposed work would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon which said work is to be done;*
- 2. In the case of construction of a new improvement upon a designated historic site or within a designated historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;*
- 3. In the case of any property located in a designated historic district, the proposed construction, reconstruction, exterior alteration, or demolition does not conform to the purpose and intent of this article and Division 5 of Article II of this chapter, or to the objectives and design criteria of the historic preservation plan for said district;*
- 4. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City or State;*
- 5. In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.*

RECOMMENDATION

LC staff recommends denial of the COA application. As proposed, the COA application proposes work that “would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon which said work is to be done”. Furthermore, “the proposed...exterior alteration...does not conform to the purpose and intent” of Municipal Code Chapter 44, Article II, Division 5 which creates the City's Landmarks Commission. This recommendation is based upon an analysis of the character-defining features of this designated historic property, the building's historic context and significance, the Secretary of the Interior's Standards (notably, at a high level, numbers 1, 2, 3, 5, 6, & 9 are all effectively violated under the proposed scope of work), and the Wisconsin SHPO rules (including that “primary façades should be left intact”). Additionally, the proposal to alter the building's fenestration is specifically identified and described as “NOT RECOMMENDED” in the ‘Secretary of the Interior's Standards...With Guidelines’ book. The

damage to this particular building's historic integrity that would result from altering the fenestration on a primary façade (particularly the N Broadway façade with enlarged windows, to a lesser extent the Dousman façade with substitution of a window for a historic doorway) is substantial and irreversible.

LC staff recommends tabling any action on other aspects of this COA application until further details are provided by the applicant. Current unknowns include:

- details on the signage (design, foundation, attachment points, illumination, etc)
- info on the rear addition and secondary façades
- replacement window finish (anodized vs. powder coat)
- replacement window visual light transmittance value
- operability of the second story windows
- paint (confirmation that no unpainted brick is to be painted)
- potential impact to original transom beams

LC staff recognizes that the LC has typically looked favorably on replacing windows where the proposed replacements are identical in size, arrangement, and general appearance to those already present. As such, LC staff is happy to endorse, conceptually, replacement of existing windows with appropriate replacements.

FISCAL IMPACT

ATTACHMENTS

1. COA 22-41 Map
2. COA 22-41 Renderings
3. COA 22-41 Renderings 2
4. COA 22-41, Anodize-finish-chart--F
5. COA 22-41 Manuf. Details
6. COA 22-41, Applicant PP Slides
7. COA 22-41 Application



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # L.I

To approve the 2023 proposed vegetation maintenance at the City's stormwater ponds and facilities.

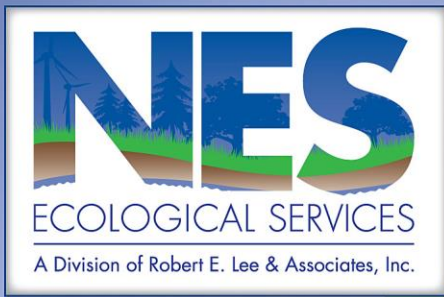
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Maintenance Proposal_2023
2. Proposal_2022_Barina Creek Sediments
3. 2022 Annual Insp. Report and 2023 Prop



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Maintenance Proposal

Royal Woods, Barina Creek, Berger Street,
Huron-Sitka, McAuliffe Park, Juza-Shorewood,
Eaton Heights, Mossy Oak & Voyager Drive Facilities

Prepared for

City of Green Bay

100 N. Jefferson
Green Bay, WI 54301
Project #10575084

Authored By:

James Havel

October 18, 2022

www.NESWI.com

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INTRODUCTION – NARRATIVE SUMMARY

NES Ecological Services, A Division of Robert E. Lee & Associates, Inc., is pleased to submit this proposal to assist with the installation, monitoring and maintenance of native vegetation & aquatic habitats at nine (Royal Woods, Huron-Sitka, Berger, Barina Creek, McAuliffe Park, Juza-Shorewood, Eaton Heights, Mossy Oak and Voyager Drive) of the city's stormwater management facilities. The proposal prioritizes the recommended activities to be conducted at each facility as outlined in the Detention Basin Assessment Report – 2022.

NES ecologists will be responsible for providing the following services:

- Inspections, both terrestrial & aquatic, to Assess Condition of Stormwater Facilities
- Meetings, Consultations, Correspondence, and/or reports if necessary
- Apply Herbicide to control Terrestrial & Emergent Invasive and Aggressive Plant Species (secure permits if necessary)
- Submit Proper Herbicide Treatment Documentation to WDNR and the City of Green Bay
- Woody Vegetation Removal
- Mowing Activities for Vegetation Management
- Conduct Prescribed Burns
- Coordinate w/city & city's Fire Department
- Notify Adjacent Landowners of Prescribed Burn
- Obtain Proper Permits and Pay Necessary Fees for Burning and Other Items as Necessary
- Ensure Proper Signage is in place during Burning & Arrange Traffic Control
- Prepare a Press Release, if necessary, to be distributed by City of Green Bay
- Attend Meetings as necessary for Burning Activities
- Site Preparation, including Herbicide Application & Discing Ground Work
- Provide & Install Side Slope Mix on Repair Areas
- Provide & Install Shoreline Mix on Repair Areas
- Install Non-Native Grass Seed, if Adaptive Management dictates the need
- Provide & Install Emergent Plant Plugs in Repair Areas
- Furnish, Install, and Maintain Herbivore Protection Fencing
- Furnish & Install Erosion Control Materials
- Periodically Inspect all city Stormwater Facilities

PROJECT TEAM

The primary contact person to coordinate the project for NES will be James Havel, Senior Ecologist and Project Manager, while Nick Kintopf, Restoration Ecologist, will be the lead field ecologist for the project. The City of Green Bay will be a key part of the project team. It is the intent of NES to work as an extension of the city and with city staff to ensure the stormwater facilities are managed appropriately. NES staff will also work with the city's muskrat trapper.

NES's ecological staff have extensive experience in monitoring native landscapes; site preparation; installing seeds, live plants, biologists, herbivore fencing, and erosion control measures; and maintenance through mowing, prescribed burns and herbicide applications. Our team will strive to conduct the proposed work in an efficient manner to reduce project costs while achieving the desired goals.

As mentioned above, James Havel will be the project leader. Mr. Havel will be the prime contact person for the city. Mr. Kintopf will be in charge of conducting the annual facility inspection visits and

assessment reports. Mr. Kintopf or Ian Mueller (Restoration Ecologist) will be responsible for leading aspects of the annual field operations. He will be the manager of, and a participant in, the field work. Mr. Kintopf and Mr. Mueller along with Dustin Sablich (Restoration Ecologist) will also participate in the prescribed burns, maintenance, installation and site preparation work. NES/REL also has several full-time and seasonal staff that have worked with our ecologists and are available when needed.

PROJECT RECOMMENDATIONS

Task 1. Provide Facility Inspection and Consultation

Prior to conducting any maintenance activities, NES will assess the overall condition of the communities at each stormwater facility. Nick Kintopf will be the primary person from NES performing this task; however, Ian Mueller and Dustin Sablich will also participate since they will be responsible for leading field activities. These facility site inspections will be used to determine preliminary maintenance activities. We will not prepare a report after this assessment, but we will conduct future maintenance activities accordingly based upon this visit. If there are any major issues, NES will notify the City of Green Bay.

In addition to the early season inspection, NES ecologists will periodically review all the stormwater facilities. To more accurately track conditions of a facility and activities conducted by our ecologists, a Stormwater Facility Inspection Form will be completed each time NES performs maintenance activities or a site is reviewed. The following information will be recorded:

- 1) Native and invasive species found on-site so their presence and relative level of occurrence can be tracked over time along with the success of previous maintenance activities, if conducted. The information will be used to determine future maintenance activities and performance schedules.
- 2) Plant and/or structural damage from muskrats and/or geese
- 3) Algae growth
- 4) Site conditions by taking photos from the same vantage point each visit.

These forms will be provided to the city as a means of tracking progress throughout the year.

At the end of each month in which a pond is visited, NES will provide a summary report of the pond and vegetation conditions. At a minimum the report will include:

- 1) Maintenance activities that were conducted – both vegetation (herbicide application, mowing, etc.) and non-vegetation (debris removal, erosion repair, etc.) related.
- 2) Professional opinion regarding the current condition of the pond and associated vegetation communities.
- 3) Recommendations for future maintenance activities.
- 4) Issues or potential issues such as herbivore damage (muskrats or geese), erosion within or around the basin, algae levels, lack of vegetation establishment, illicit discharges, and structural problems.
- 5) Site photos

Herbicide Application Records, which will include the species targeted, will also be included with these reports if applications occurred during that month.

If there are issues we believe should be addressed prior to sending the monthly report, NES will notify the City of Green Bay immediately.

NES will also provide an annual report by August/early September of each year that:

- 1) Summarizes activities performed in the current year
- 2) Provides recommended maintenance activities for the following growing season
- 3) Reviews the overall condition of the stormwater management facility

All reports will be provided in a format acceptable to the City of Green Bay so they can be posted on the city's website for residents.

Task 2. Provide Miscellaneous Consultations and Meetings

This task will be performed by one of our ecologists, when the need for special consultations and meetings arise. Prior to conducting this task, NES will coordinate with city personnel, and any other parties needing to attend, to determine a mutually convenient date to meet/consult. NES will only perform this task with special authorization and request by the city.

NES ecologists have worked with clients from all sector types. These include private landowners, residential clients, municipal officials, commercial property managers, business owners, government officials, and many others. We have experienced many situations with individuals that require significant communication, partnership, and education as to the reasons for utilizing functional native landscapes. Often the native landscapes are utilized in conjunction with traditional lawns and hardscapes, both for functionality and traditional landscape values. Our ecologists are very qualified and comfortable in these situations. If and when these meetings occur, NES will come prepared to each with appropriate background information from past visits, field efforts, and up-to-date information for the situation at hand. NES will also provide a written memo to the city documenting discussions and any recommendations made during the meeting/consultation. The ecologist involved will provide this information within one week.

Due to the spontaneous nature of this item, a specific schedule does not apply. NES will be responsive and meet the required time frames for this task when it arises.

Task 3. Apply Herbicide

As outlined in the Detention Basin Assessment Report – 2022, invasive species within the wetland and upland plant communities at the stormwater facilities will be treated with herbicide through various methods. NES has accounted for all likely treatment methods and herbicides that could be used for this project.

Task 4. Cut & Treat Woody Vegetation

As outlined in the Detention Basin Assessment Report – 2022, woody species around the stormwater facilities will be cut and treated with herbicide through various methods. Since remaining populations are small, management of the cut material will be done by NES staff. The woody debris will either be chipped and spread on-site or removed to city's east side compost yard. Our cost estimate includes conducting the chipping and/or removal.

Most of the work for this task has been completed; therefore, little to no additional effort is required. Unwanted seedlings will be addressed in Tasks 3, 6 & 8 once the initial large, established material is removed.

Task 5. Mow Vegetation to 6"-8" Height & Spot Mowing

As outlined in the Detention Basin Assessment Report – 2022, mowing activities will be conducted to control undesirable vegetation and to assist with renewal of the native plantings where prescribed burns cannot be utilized.

Task 6. Conduct Controlled Prairie Burn

As outlined in the Detention Basin Assessment Report – 2022, prescribed burns will be conducted where possible to help control undesirable cool season species and woody vegetation. We believe this activity can be safely conducted at all the stormwater facilities. It is ideal to leave some patches or sections of the native community unburned so wildlife has existing habitat and insects overwintering in the vegetation survive; however, we also understand there are increased costs with conducting this activity more than every 3-5 years; therefore, if prescribed burns are implemented at the facilities, the entire site will be burned.

Task 7. Perform Prairie Burn Administration

NES will coordinate with city staff, obtain all necessary permits, attend any meetings specifically requested for the burning operations, and provide written notification to the city and locally affected residents for all of the burn sites.

Task 8. Site Preparation Herbicide and Discing

If necessary, site preparation activities will occur within identified disturbed areas located around the stormwater facilities. These activities will ensure the invasive species found within these areas are controlled and the site restored to a community dominated by native vegetation.

Task 9. Furnish and Install Side Slope Prairie & Wetland Seed

Native seed mixes will be installed per the recommendations outlined in the Detention Basin Assessment Report – 2022. This task will focus primarily on addressing an area to be converted from lawn to prairie in the southern portion of Barina Creek and within the wet meadow zone at the facility due to the removal of woody vegetation and Phragmites within and around the stormwater facility. As management activities continue, additional seeding may be required due to the removal of woody vegetation, Phragmites, cattails or other invasive species within and around other ponds.

Task 10. Furnish and Install Emergent Plant Plugs

This task will focus on addressing areas with little or no emergent vegetation present. No planting is proposed for 2023; however, as management activities occur, additional planting may be required due to the removal of woody vegetation, Phragmites, cattails or other invasive species within the ponds.

Task 11. Furnish, Install & Remove Herbivore Protection Fencing

To protect newly installed plants, a fencing system will be erected around the planted vegetation and maintained for a minimum of one growing season, where necessary. Fencing needs are not anticipated in 2023.

Task 12. Furnish and Install Class I, Urban, Type A Erosion Control Blanket

NES crews are highly experienced in the variety of erosion control products that are on the market. The crews have installed a wide range of products, from silt fence, to sediment stops, erosion control blankets, check dams, and many others. They are familiar with the manufacturers recommended installation methods for these products. NES has consulted and installed erosion control products in restoration situations, stormwater basin situations, and for utility operations.

The NES team has installed Class I, Urban, Type A blanket in a variety of applications, from small restoration areas to large acreage stormwater basins. The team will have reviewed, and have on hand, the detailed product specification sheets when installing the products. Attention to detail related to proper trenching methods, overlap related to water flow, and secure stapling will be of the utmost importance. The product used will be WintersStraw Bio or an approved equal listed on the WI DOT PAL list.

Although seeding is proposed, the need for erosion blanket is unlikely do the relatively level nature of the sites to be seeded. Erosion is not anticipated; however, if issues arise, materials will be installed in a timely fashion to correct problems.

RESPONSE TIME

Any problems that may arise will be addressed by NES within five days or less. We will work with the City of Green Bay to achieve desired results while providing quality work in a timely manner.

CITY OF GREEN BAY TASKS

As time allows, city staff may participate in specific tasks discussed above like the removal of woody vegetation. The city's ability to chip and remove cut material in 2015-2017 allowed our staff to focus on removal and treatment efforts. We also acknowledge that the city will be contracting a trapper to conduct the muskrat trapping activities. NES will communicate often with the city to determine how these activities are being completed. NES will work with the city to determine staff availability to reduce overall project costs.

COST ESTIMATE

An itemized cost breakdown (Tables 1-9) for anticipated maintenance services on the nine stormwater facilities is located below. To help with budget decisions, an annual cost estimate for each anticipated task is provided for each facility. Annual assessments will help determine remaining priorities. Table 10 contains a total estimated cost for all nine facilities.

Barina Creek

Prioritized tasks for 2023 are as follows:

- 1) Facility Inspection and Reporting (Task #1)
- 2) Phragmites & Narrow-leaved Cattail Control (Tasks #3 & #5)
- 3) Selective Herbicide Application & Mowing (Tasks #3 & #5)
- 4) Prescribed Burn – southern half of facility (Tasks #6 & #7), only if northern half is burned in the fall of 2022
- 5) Conduct Site Preparation Activities in the Southern Portion of the Facility (Task 8)
- 6) Seed/Overseed Prairie Near Southern Inlet and Wet Meadow in Previous Phragmites Control Areas – South Side of Facility (Task #9), if necessary

Table 1. Cost Estimate for 2023.

Task	Estimated Cost
#1 - Facility Inspection & Report Preparation	\$875
#2 - Miscellaneous Meetings/Consultations	\$250
#3 - Herbicide Applications	\$2,600
#5 - Mowing Activities	\$2,600
#6 – Prescribed Burn	\$3,000
#7 – Prescribed Burn Administration	\$500
#8 – Site Preparation Herbicide & Discing	\$2,500
#9 – Furnish & Install Prairie Seed	\$1,000
#9 – Furnish & Install Wetland Seed (if necessary)	\$3,500
Total Cost	\$16,825

Berger

Prioritized tasks for 2023 are as follows:

- 1) Facility Inspection and Reporting (Task #1)
- 2) Japanese Knotweed Control (Tasks #3 & #5)
- 3) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 2. Cost Estimate for 2023.

Task	Estimated Cost
#1 - Facility Inspection & Report Preparation	\$875
#2 - Miscellaneous Meetings/Consultations	\$250
#3 - Herbicide Applications	\$1,200
#5 - Mowing Activities	\$1,000
Total Cost	\$3,325

Eaton Heights

Prioritized tasks for 2023 are as follows:

- 1) Facility Inspection and Reporting (Task #1)
- 2) Emergent Wetland - Phragmites & Narrow-leaved Cattail Control (Tasks #3 & #5)
- 3) Selective Herbicide Application & Mowing (Tasks #3 & #5)
- 4) Repair & Remove Herbivore Fencing (Task #11)

Table 3. Cost Estimate for 2023.

Task	Estimated Cost
#1 - Facility Inspection & Report Preparation	\$875
#2 - Miscellaneous Meetings/Consultations	\$250
#3 - Herbicide Applications	\$1,900
#5 - Mowing Activities	\$2,000
#11 – Repair & Remove Herbivore Protection Fencing	\$2,100
Total Cost	\$7,125

Huron-Sitka

Prioritized tasks for 2023 are as follows:

- 1) Facility Inspection and Reporting (Task #1)
- 2) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 4. Cost Estimate for 2023.

Task	Estimated Cost
#1 - Facility Inspection & Report Preparation	\$875
#2 - Miscellaneous Meetings/Consultations	\$250
#3 - Herbicide Applications	\$700
#5 - Mowing Activities	\$500
Total Cost	\$2,325

Juza-Shorewood

Prioritized tasks for 2023 are as follows:

- 1) Facility Inspection and Reporting (Task #1)
- 2) Emergent Wetland - Phragmites & Narrow-leaved Cattail Control (Tasks #3 & #5)
- 3) Selective Herbicide Application & Mowing (Tasks #3 & #5)
- 4) Prescribed Burn (Tasks #6 & #7), if not completed in fall of 2022.

Table 5. Cost Estimate for 2023.

Task	Estimated Cost
#1 - Facility Inspection & Report Preparation	\$875
#2 - Miscellaneous Meetings/Consultations	\$250
#3 - Herbicide Applications	\$1,200
#5 - Mowing Activities	\$900
#6 – Prescribed Burn	\$2,000
#7 – Prescribed Burn Administration	\$500
Total Cost	\$5,725

McAuliffe Park

Prioritized tasks for 2023 are as follows:

- 1) Facility Inspection and Reporting (Task #1)
- 2) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 6. Cost Estimate for 2023.

Task	Estimated Cost
#1 - Facility Inspection & Report Preparation	\$875
#2 - Miscellaneous Meetings/Consultations	\$250
#3 - Herbicide Applications	\$900
#5 - Mowing Activities	\$1,500
Total Cost	\$3,525

Mossy Oak

Prioritized tasks for 2023 are as follows:

- 1) Facility Inspection and Reporting (Task #1)
- 2) Selective Herbicide Application & Mowing (Tasks #3 & #5)

Table 7. Cost Estimate for 2023.

Task	Estimated Cost
#1 - Facility Inspection & Report Preparation	\$875
#2 - Miscellaneous Meetings/Consultations	\$250
#3 - Herbicide Applications	\$4,500
#5 - Mowing Activities	\$2,400
Total Cost	\$8,025

Royal Woods

Prioritized tasks for 2023 are as follows:

- 1) Facility Inspection and Reporting (Task #1)
- 2) Japanese Hedge Parsley & *Phragmites* Control (Tasks #3 & #5)
- 3) Selective Herbicide Applications & Mowing (Tasks #3 & #5)

Table 8. Cost Estimate for 2023.

Task	Estimated Cost
#1 - Facility Inspection & Report Preparation	\$875
#2 - Miscellaneous Meetings/Consultations	\$250
#3 - Herbicide Applications	\$1,000
#5 - Mowing Activities	\$900
Total Cost	\$3,025

Voyager Drive

Prioritized tasks for 2023 are as follows:

- 1) Facility Inspection and Reporting (Task #1)
- 2) Selective Herbicide Application (Tasks #3)

Table 9. Cost Estimate for 2023.

Task	Estimated Cost
#1 - Facility Inspection & Report Preparation	\$475
#2 - Miscellaneous Meetings/Consultations	\$250
#3 - Herbicide Applications	\$725
Total Cost	\$1,450

Table 10. Total Estimated Maintenance Costs – 2023.

Pond	2023
Barina Creek	\$16,825
Berger	\$3,325
Eaton Heights	\$7,125
Huron-Sitka	\$2,325
Juza-Shorewood	\$5,725
McAuliffe Park	\$3,525
Mossy Oak	\$8,025
Royal Woods	\$3,025
Voyager Drive	\$1,450
Grand Total*	\$51,350

* Costs to conduct these tasks will be billed on a time and expense basis; however, NES will work with the City of Green Bay to eliminate tasks were applicable and reduce costs where able to ensure desired work is conducted within the constraints of the budget. Services not covered within this proposal will be negotiated with the city.

If you have any questions or there are other items you wish to include, please contact me. If the proposal is acceptable, please amend our existing contract with the City of Green Bay to conduct Year 9 – 2023 maintenance activities described above and in the Detention Basin Assessment Report – 2022 completed by NES for the city. We look forward to our continued working relationship.

Sincerely,

NES ECOLOGICAL SERVICES



James Havel
Division Manager
Senior Ecologist
jhavel@releeinc.com

ROBERT E. LEE & ASSOCIATES, INC.



Jared Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager
jschmidt@releeinc.com

September 27, 2022

Ms. Kelly O'Malley, Stormwater Engineering Technician
CITY OF GREEN BAY
100 N. Jefferson
Green Bay, WI 54301
Kelly.OMalley@greenbaywi.gov

RE: Environmental Services – Barina Creek Sediment Investigation

Dear Ms. O'Malley:

Robert E Lee & Associates, Inc. (REL) is pleased to provide this professional services proposal the sediment sampling and testing for accumulated material within Barina Creek, City of Green Bay, WI.

REL will conduct soil investigation at Barina Creek within the storm water feature in the areas previously identified by the City of Green Bay Department of Public Work (DPW) staff, specifically to evaluate depth of accumulated sediment at the sample location, collect samples of the sediment (5), and perform lab testing to characterize the accumulated sediment within the basin. The purpose of this investigation is to help inform the existence and extent of accumulated sediments at the location of each sample and to help identify how the sediment can be disposed of. Laboratory testing of the sediment will be completed following the basic guidance for soil sampling in storm water facilities provided by the Wisconsin Department of Natural Resources (NR 528). Sediment collection will be conducted via wading into the shallow water or collecting by boat.

This information will be provided to City DPW staff to be utilized for their use. As desired, REL can assist with the preparation of a sediment disposal plan, should the soils be characterized in a fashion that requires off-site disposal, whether by land spreading or solid waste disposal. REL can also provide a complete bathymetric survey of the basin as desired, to help determine the overall volume of material to be removed, if dredging is performed. The additional services can be scoped once the nature of the sediment is determined.

REL will complete the requested sampling for a lump sum of \$2,200, with an additional lab fee estimated to be \$600. Lab fees will be billed as a reimbursable expense above the sampling fee provided.

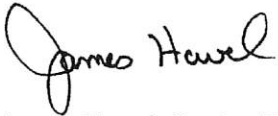
We appreciate the opportunity to submit our proposal for environmental services and look forward to continuing to service the City of Green Bay with professional services. Attached, and made part of this proposal, are our Standard Terms and Conditions, dated June 2006. If this proposal is acceptable to you, please sign in the location on the following page and return a copy for our files.

Ms. Kelly O'Malley, Stormwater Engineering Technician
CITY OF GREEN BAY
RE: Environmental Services – Barina Creek Sediment Investigation

Please do not hesitate to call me if you have any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



James Havel, Senior Ecologist
NES Ecological Services

JH/JGS/NJM

ENC.

ACCEPTED BY CITY OF GREEN BAY



Signature

MATTHEW R. HECKENLAIBLE 10/06/2022

Print Name

Date

ROBERT E. LEE & ASSOCIATES, INC.

STANDARD TERMS AND CONDITIONS

I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and non-salary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee's time spent working directly on the subject project.
3. General and administrative overhead charges distributed on the basis of employee time spent working directly on the subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such non-salary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Non-salary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.
3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.

4. Living and traveling expenses of employees when away from home office on business connected with the project.

5. Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$1,000,000.

V. SUSPENSION OF WORK

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained

herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2000



October 7, 2022

Ms. Kelly O'Malley
City of Green Bay – Engineering
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

Re: City of Green Bay
2022 Annual Inspection, Assessment Report and Proposal
Baird Creek Preserves Ponds, Larscheid Pond, Mills Street Pond,
Basten Street Wetlands, Excalibur Pond, and Superior Pond
McM. No. G0018-09-22-00163.04

Dear Ms. O'Malley:

The purpose of this report is to provide the results of an Annual Assessment of the vegetation (terrestrial and aquatic) at seven City of Green Bay stormwater facilities and provide a Proposal for 2023 services. These facilities are listed below.

- ▶ Baird Creek Preserve Northwest Pond Facility
- ▶ Baird Creek Preserve Northeast Pond Facility
- ▶ Larscheid Pond Facility
- ▶ Mills Street Pond Facility
- ▶ Basten Street Wetlands Facility
- ▶ Excalibur Pond Facility
- ▶ Superior Pond

McMahon Associates, Inc. (McMAHON) walked over the upland and safety shelf of each stormwater facility to assess the current conditions following treatment protocols this year. Each of the seven stormwater facilities are discussed in detail below. The proposed 2023 services are detailed in the '5-Year Stormwater Facility Adaptive Native Vegetation Proposal & Budget (Revised Annually)'.

Ms. Kelly O'Malley
City of Green Bay – Engineering

Baird Creek Preserve Northwest Pond Facility

■ **Prairie**

The prairie is in the sixth year of growth. The prairie is high quality providing a variety of color from spring to fall. The primary species include smooth penstemon, purple coneflower, stiff goldenrod, Canada goldenrod, bergamot, lavender hyssop, sky blue aster, New England aster and Indian grass. Basic long-term maintenance should be performed to maintain the high quality. The following activities have occurred this year so far.

- ▼ Spot herbicided the prairie.

■ **Proposal**

▼ **Prairie**

- ◆ Spot herbicide and spot mow invasive species in the prairie to continue to improve the moderate to high quality prairie.

▼ **Safety Shelf and Shoreline**

We do not recommend additional activities in the safety shelf or shoreline until the pond leak is identified and repaired. The proper hydrology is required to restore aquatic vegetation. The water level is approximately 20-inches below the normal pool elevation design.

Baird Creek Preserve Northeast Pond Facility

■ **Prairie**

The prairie is in the sixth year of growth. The prairie is outstanding and high quality providing rich color from spring to fall. The primary species are purple coneflower, butterfly milkweed, oxeye sunflower, blue lobelia, stiff goldenrod, New England aster, Indian grass, smooth penstemon, smooth blue aster, little bluestem grass and bergamot. Basic long-term maintenance should be performed to maintain the high quality. The following activities have occurred this year so far.

- ▼ Spot herbicided and hand pulled invasive species in the prairie to continue to maintain the high quality prairie.

■ **Safety Shelf and Shoreline**

The aquatic plants are developing slowly due to lower light conditions generated by the forest located to the south and are the same as last year. There is not any shoreline erosion due to the small size of the pond, wind protection from the woods and shoreline plants. Aquatic plant species include softstem bulrush, burreed, arrowhead and sedges. The following activities occurred this year.

- ▼ Herbicided phragmites.

Ms. Kelly O'Malley
City of Green Bay – Engineering

- **Proposal**

- ▼ **Prairie**
 - ◆ Spot herbicide, hand pull, and/or spot mow invasive species in the prairie.
- ▼ **Safety Shelf and Shoreline**
 - ◆ Spot herbicide cattails, phragmites and woody vegetation to maintain the area.

We do not recommend additional aquatic planting in the future since the plants have reached near equilibrium with the environmental conditions.

Larscheid Pond Facility

The prairie is outstanding in quality and diversity providing a rich variety of color from spring to fall. Primary species include purple coneflower, butterfly milkweed, stiff goldenrod, sweet black eyed susan, New England aster, bergamot, smooth blue aster, smooth penstemon, iron weed, and Indian grass. Basic long-term maintenance should be performed to maintain the high quality. The following activities occurred this year so far:

- **Prairie**

- ▼ Spot herbicided and hand pulled invasive species in the mesic prairie.

- **Safety Shelf and Shoreline**

The aquatic plants are in excellent condition on the safety shelf with many different native species. Active emergent aquatic plants include burreed, arrowhead, yellow lily and white lily. Cattails and phragmites were absent from the pond due to effective eradication five years ago and did not require treatment this year.

- **Proposal**

- ▼ **Prairie**
 - ◆ Spot herbicide, hand pull, and mow invasive species to continue to maintain the high quality prairie.
- ▼ **Safety Shelf and Shoreline**

There are no invasive species in the safety shelf and shoreline. We recommend general observation to detect potential invasive species.

Mill Street Pond Facility

The prairie grasses are doing outstanding at the site with grass standing 5 to 8 feet tall in the fall. This will substantially deter geese. Primary species are big blue stem grass and Indian grass. Some wildflowers are starting to emerge including great blue lobelia, cardinal flower, marsh milkweed and bergamot. Invasive broadleaf weeds such as hairy vetch, sweet flowers, queen annes lace and leafy spurge exist at very low amounts.

Ms. Kelly O'Malley
City of Green Bay – Engineering

The following activities occurred this year so far:

- **Prairie**

- ▼ Spot herbicide invasive species.

- **Safety Shelf and Shoreline**

The emergent aquatic plants are nearly absent from the safety shelf due expansion of the carp population and individual size. Aquatic plants, besides water lily, will not survive with the current carp population.

- ▼ Herbicide Phragmites

- **Proposal**

- ▼ **Prairie**
 - ◆ Spot herbicide, hand pull and/or mow invasive species.

- **Wetlands and Shoreline**

- ▼ Cattails and phragmites should be herbicided to maintain the area.

Additional aquatic plants are not recommended in the future due to the high carp population size and large individuals.

Basten Street Wetlands Facility

- **Prairie**

The existing prairie is high quality providing a variety of color from spring to fall. The 0.49 acre prairie restoration area has high density of plants and is high quality. The primary species include purple coneflower, stiff goldenrod, smooth penstemon, Indian grass, New England aster, smooth blue aster, blue lobelia, grass leaved goldenrod, path rush, sweet black eyed susan, butterfly milkweed, switch grass and boneset. The 0.25 acre wet prairie area is in the fifth year growth and has good amount of prairie plants flowering especially blue lobelia. The following activities have occurred this year so far.

- ▼ Spot herbicided and hand pulled invasive species.

- **Wetlands and Shoreline**

The wetland plants have greatly expanded naturally. The native emergent plant species include softstem bulrush, burreed and river bulrush. The entire shallow marsh is nearly covered with vegetation.

- ▼ Herbicide cattails and phragmites (will occur in October).

Ms. Kelly O'Malley
City of Green Bay – Engineering

■ Proposal

- ▼ Prairie
 - ◆ The invasive species should be spot herbicided, spot mowed, and hand pulled in the prairie to maintain the high quality prairie.
- ▼ Wetlands and Shoreline
 - ◆ Spot herbicide cattails, phragmites and woody vegetation to maintain the area.

Additional aquatic plants are not recommended in the future since most of the suitable area is occupied by plants and expanding naturally.

Excalibur Pond Facility

■ Prairie

The prairie around the pond is of high quality providing a variety of color from spring to fall. The primary species in the upland areas include new England aster, bergamot, little bluestem grass, stiff goldenrod, switchgrass, and brown eyed susan. The species along the wet prairie near the pond include woolgrass, blue vervain, bluejoint grass, water horehound, boneset and various sedges. The amount of invasive species in the prairie including crown vetch (couple patches), clovers, bull thistle, Canada thistle and leafy spurge has been reduced this year by treatments.

The following activities occurred this year:

- ▼ Spot herbicided and hand pulled invasive species.

■ Safety Shelf and Pond

The safety shelf contains approximately 80% coverage of native water lilies that provide beneficial functional values. The lilies continued to expand this year due to successful eradication of phragmites in the deeper parts of the safety shelf. Also, small amounts of native burreed and arrowhead exist in the safety shelf.

The sediment is hard in many places of the safety shelf which makes it difficult for some aquatic species to be planted and survive. The safety shelf varies from 3 to 10 feet wide. We recommend leaving the safety shelf 'as-is' since the lilies are expanding naturally in areas formally occupied by non-native cattail and phragmites. There does not appear to be shoreline erosion from waves, due to the small isolated nature of the pond and shoreline plants/lilies.

The pond contains several native submergent aquatic plants including sago pondweed and muskgrass (type of macro algal). The submergent plants and macro algal are beneficial to improving water quality.

The following activities occurred this year:

- ▼ Herbicide cattails and phragmites.

Ms. Kelly O'Malley
City of Green Bay – Engineering

- **Proposal**

- ▼ **Prairie**
 - ◆ Spot herbicide and hand pull invasive species to maintain the high quality prairie.
- ▼ **Safety Shelf**
 - ◆ Herbicide the phragmites, cattails and wood vegetation to eradicate them from the site.

Superior Pond

- **Prairie**

A diverse prairie mix was seeded in the spring of 2022. The results so far are good but there is too low of amount of prairie grasses that germinated. The reason is unknown, but this can happen at times. The invasive species are low. There are high amounts of purple prairie clover and butterfly milkweed in the prairie with some coneflowers.

The following activities occurred this year.

- ▼ Spot herbicided invasive species.

- **Safety Shelf and Shoreline**

The safety shelf is covered with high quality native emergent aquatic plants including river bulrush, softstem bulrush and burreed. A high amount of willow brush and cottonwood saplings existed on the shoreline that were successfully eradicated this year.

The following activities occurred this year.

- ▼ Spot herbicided willow brush and cottonwood saplings.
- ▼ Will herbicide cattails in October.

- **Proposal**

- ▼ **Prairie**
 - ◆ We recommend assessing the prairie for additional prairie development in 2023. If necessary, in the spring of 2024, over seeding the prairie with primarily a grass-based prairie mix. This would be significantly less cost than this year's prairie seeding since grasses are substantially less cost than wildflowers. Prairie over seeding a second or third year is sometimes necessary to provide proper diversity to a prairie. It is important to conduct the second or third year, when necessary, to assist in keeping invasive species out by supplying competition.
 - ◆ Spot herbicide invasive species in the prairie.
- ▼ **Safety Shelf and Shoreline**
 - ◆ Herbicide cattails, phragmites and willow brush to maintain high quality aquatic plants in the safety shelf and shoreline.

Page 7 | October 7, 2022

Ms. Kelly O'Malley
City of Green Bay – Engineering

If you have any questions, please let me know.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read 'Stuart A. Boerst', written in a cursive style.

Stuart A. Boerst, P.S.S., P.H.
Associate / Senior Ecologist

SAB:car:mck

Enclosure: Photographs

5-Year Stormwater Facility Adaptive Native Vegetation Proposal & Budget (Revised Annually)

City of Green Bay | Brown County, Wisconsin

October 7, 2022

McM. No. G0018-09-22-0000163.04



BAIRD CREEK PRESERVE NORTHWEST POND (0.99 Acre Prairie)

PRAIRIE/WETLAND MAINTENANCE ACTIVITY	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Project Management / Site Meetings	\$200	\$200	\$200	\$200	\$200
Spot Herbicide Hand Pull and Mow Exotic / Invasive Species In Prairie (Spring-Fall)	\$500	\$500	\$500	\$500	\$500
Prescribed Prairie Burn	--	\$1,100	--	--	--
Annual Inspection and Assessment Report and Proposal	\$200	\$200	\$200	\$200	\$200
Total	\$900	\$2,000	\$900	\$900	\$900

BAIRD CREEK PRESERVE NORTHEAST POND (1.3 Acre Prairie)

PRAIRIE/WETLAND MAINTENANCE ACTIVITY	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Project Management / Site Meetings	\$200	\$200	\$200	\$200	\$200
Spot Herbicide Hand Pull and Mow Exotic / Invasive Species In Prairie (Spring-Fall)	\$400	\$400	\$400	\$400	\$400
Herbicide Cattails, Phragmites, Purple Loosestrife, Woody Vegetation in Wetlands	\$200	\$200	\$200	\$200	\$200
Prescribed Prairie Burn	--	\$1,000	--	--	--
Annual Inspection and Assessment Report and Proposal	\$200	\$200	\$200	\$200	\$200
Total	\$1,000	\$2,000	\$1,000	\$1,000	\$1,000

LARSCHEID POND (0.99 Acre Prairie)

PRAIRIE/WETLAND MAINTENANCE ACTIVITY	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Project Management / Site Meetings	\$200	\$200	\$200	\$200	\$200
Spot Herbicide Hand Pull and Mow Exotic / Invasive Species In Prairie (Spring-Fall)	\$300	\$300	\$300	\$300	\$300
Prescribed Prairie Burn	--	\$1,100	--	--	--
Annual Inspection and Assessment Report and Proposal	\$200	\$200	\$200	\$200	\$200
Total	\$700	\$1,800	\$700	\$700	\$700

MILLS STREET POND (3.77 Acre Prairie)

PRAIRIE/WETLAND MAINTENANCE ACTIVITY	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Project Management / Site Meetings	\$200	\$200	\$200	\$200	\$200
Prescribed Prairie Burn	--	--	\$1,600	--	--
Supply and Install One 1-Inch Swamp White Oak	--	--	--	--	--
Spot Herbicide Hand Pull and Mow Exotic / Invasive Species In Prairie (Spring-Fall)	\$400	\$400	\$400	\$400	\$400
Herbicide Cattails, Phragmites, Purple Loosestrife, Woody Vegetation in Wetlands	\$300	\$300	\$300	\$300	\$300
Annual Inspection and Assessment Report and Proposal	\$200	\$200	\$200	\$200	\$200
Total	\$1,100	\$1,100	\$2,700	\$1,100	\$1,100

BASTEN STREET WETLANDS FACILITY (1.65 Acre Prairie)

PRAIRIE/WETLAND MAINTENANCE ACTIVITY	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Project Management / Site Meetings	\$200	\$200	\$200	\$200	\$200
Spot Herbicide Hand Pull and Mow Exotic / Invasive Species In Prairie (Spring-Fall)	\$400	\$400	\$400	\$400	\$400
Herbicide Cattails, Phragmites, Purple Loosestrife, Woody Vegetation in Wetlands	\$300	\$300	\$300	\$300	\$300
Prescribed Prairie Burn	--	\$1,500	--	--	--
Annual Inspection and Assessment Report and Proposal	\$200	\$200	\$200	\$200	\$200
Total	\$1,100	\$2,600	\$1,100	\$1,100	\$1,100

EXCALIBUR POND FACILITY (0.31 Acre Prairie)

PRAIRIE/WETLAND MAINTENANCE ACTIVITY	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Project Management / Site Meetings	\$200	\$200	\$200	\$200	\$200
Spot Herbicide Hand Pull and Mow Exotic / Invasive Species In Prairie (Spring-Fall)	\$300	\$300	\$300	\$300	\$300
Herbicide Cattails, Phragmites, Purple Loosestrife, Woody Vegetation in Wetlands	\$200	\$200	\$200	\$200	\$200
Annual Inspection and Assessment Report and Proposal	\$200	\$200	\$200	\$200	\$200
Total	\$900	\$900	\$900	\$900	\$900

SUPERIOR POND (1.49 Acre Prairie)

PRAIRIE/WETLAND MAINTENANCE ACTIVITY	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Project Management / Site Meetings	\$200	\$200	\$200	\$200	\$200
Spot Herbicide Hand Pull and Mow Exotic / Invasive Species In Prairie (Spring-Fall)	\$1,000	\$700	\$400	\$400	\$400
Herbicide Cattails, Phragmites, Purple Loosestrife, Woody Vegetation in Wetlands	\$500	\$500	\$500	\$500	\$500
Annual Inspection and Assessment Report and Proposal	\$200	\$200	\$200	\$200	\$200
Total	\$1,900	\$1,600	\$1,300	\$1,300	\$1,300



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # L.2

To approve the request by Department of Public Works to adopt the Proposed 2023 Sanitary Sewer Rates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2023 Sanitary Rate Submittal to Committee

PROPOSED 2023
SEWER SERVICE CHARGES

SECTION (3)(c)1. NON-MONITORED USERS

Section (3)(c)1.a. Normal Sewage Strength Parameters Five year Average

Biochemical Oxygen Demand (BOD)	= 259 ppm
Suspended Solids (S.S.)	= 437 ppm
Phosphorous	= 6.8 ppm
Total Kjeldahl Nitrogen (TKN)	= 38.8 ppm

Section (3)(c)1.b. Service Charge

Service Charge = Customer Charge + Volume Charge

Section (3)(c)1.c. Customer Charge

<u>Meter Size</u> (Inches)	<u>Monthly</u> <u>Billed Customers</u>		<u>Quarterly</u> <u>Billed Customers</u>	
	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)	<u>Allowance</u> (100 c.f.)	<u>Amount</u> (\$)
5/8 or 3/4	1	\$ 18.00	3	\$ 38.00
1	3	32.60	9	80.20
1 1/2	5	47.20	15	122.40
2	10	84.50	30	229.30
3	20	181.10	60	511.10
4	30	269.90	90	745.60
6	65	535.30	195	1,493.60
8	175	1,263.60	510	3,538.50
10	250	1,797.60	750	5,152.00

c.f. = cubic feet

Section (3)(c)1.d. Volume Charge

The G.B.M.S.D. rates for the current period are:

Volume:	\$0.88669/1,000 gallons
BOD:.....	\$0.56941/pound
Suspended Solids.....	\$0.70913/pound
Phosphorous:	\$3.22273/pound
TKN:	\$0.75539/pound

Based On The G.B.M.S.D. Rates, The Volume Charges Are As Follows:

The G.B.M.S.D. Charge shall be: \$3.83/100 cubic feet

The City charge shall be: \$2.29/100 cubic feet

The total volume charge shall be: \$6.12/100 cubic feet

Section (3)(c)2. MONITORED USERS

Abnormal Strength Sewage

Section (3)(c)2.a. Service Charge

Service Charge = Monthly Customer Charge + Quantity Charge
+ Sampling Charge

Section (3)(c)2.b. Monthly Customer Charge

\$239.00 per month

Section (3)(c)2.c. Quantity Charges

	<u>G.B.M.S.D. Rate</u>	<u>City Rate</u>	<u>Total Rate</u>
Volume:	\$0.66324/100 c.f. ^(a)	\$2.29/100 c.f.	\$2.95324/100 c.f.
BOD:	\$0.56491/pound	--	\$0.56491/pound
S.S.:	\$0.70913/pound	--	\$0.70913/pound
Phosphorous:	\$3.22273/pound	--	\$3.22273/pound
TKN:	\$0.75539/pound	--	\$0.75539/pound

^(a)Equivalent to \$0.88669/1,000 gallons
c.f. = cubic feet

Section (3)(c)2.d. Sampling Charge

2023 Rates

Sample Collection (\$12) & Analysis (\$45) = \$57.00 per sample

Sampler Rental = \$35.00 per day

SANITARY SEWER DISTRICT RATE HISTORY

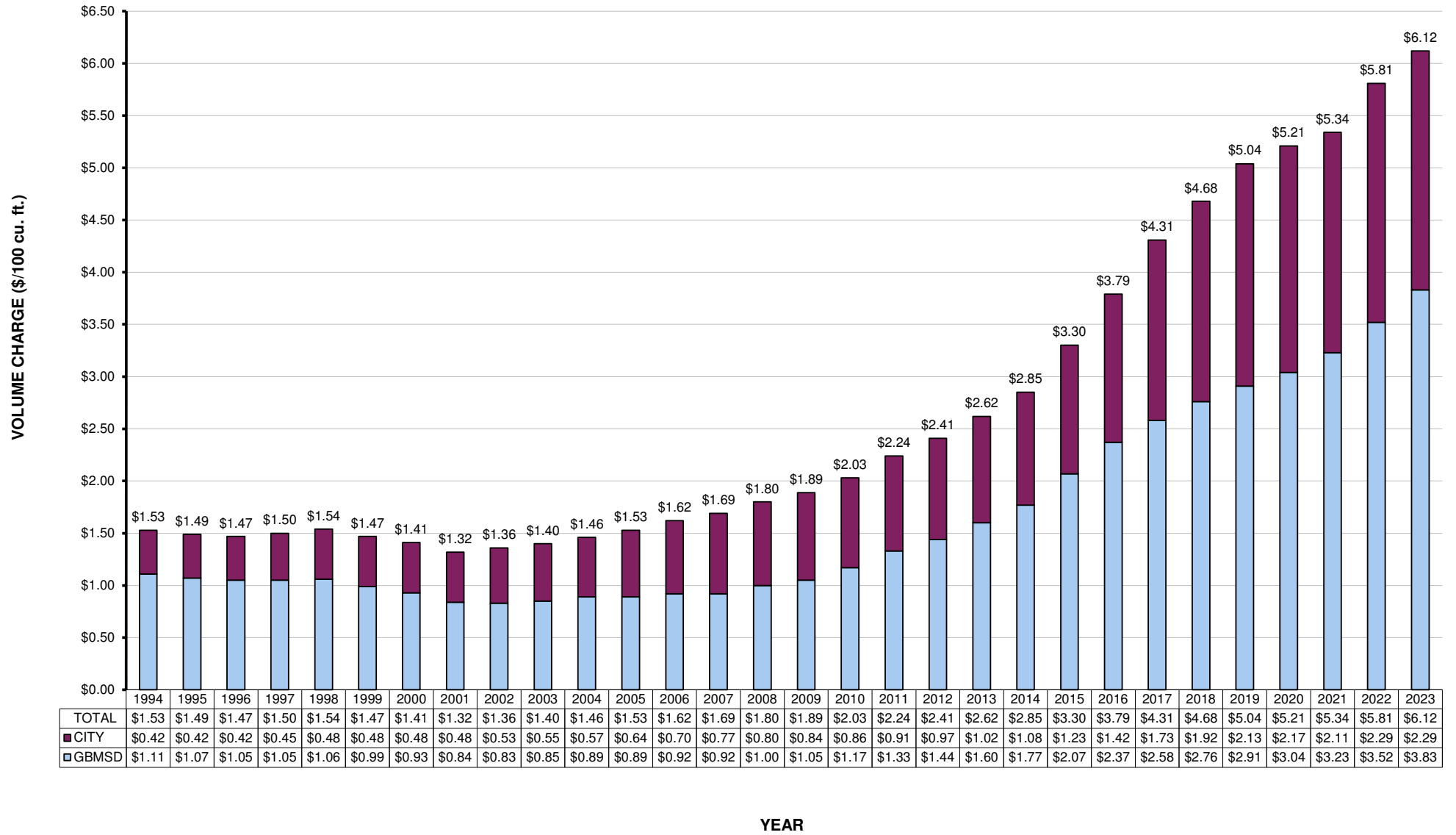
YEAR	VOLUME CHARGE			MINIMUM CHARGE				QUARTERLY	BUDGET
	NON-MONITORED USERS			NON-MONITORED USERS				CHARGE	
	GBMSD	CITY	TOTAL	I/I	VOLUME	BILLING	TOTAL	(AVERAGE	
RESIDENTIAL									
								CUSTOMER)	
1979	\$0.55	\$0.27	\$0.82	\$3.73	\$2.46	\$1.36	\$7.55	\$22.31	\$5,418,930.00
1980	\$0.56	\$0.33	\$0.89	\$4.48	\$2.67	\$1.50	\$8.65	\$24.67	\$5,138,000.00
1981	\$0.56	\$0.36	\$0.92	\$4.52	\$2.76	\$1.47	\$8.75	\$25.31	\$5,358,500.00
1982	\$0.55	\$0.40	\$0.95	\$4.32	\$2.85	\$2.18	\$9.35	\$26.45	\$5,683,500.00
1983	\$0.54	\$0.42	\$0.96	\$4.35	\$2.88	\$2.47	\$9.70	\$26.98	\$6,282,000.00
1984	\$0.55	\$0.44	\$0.99	\$4.36	\$2.97	\$2.67	\$10.00	\$27.82	\$6,573,000.00
1985	\$0.54	\$0.40	\$0.94	\$4.42	\$2.82	\$2.86	\$10.00	\$26.92	\$7,004,000.00
1986	\$0.56	\$0.36	\$0.92	\$3.70	\$2.76	\$2.84	\$9.30	\$25.86	\$6,867,000.00
1987	\$0.62	\$0.38	\$1.00	\$3.91	\$3.00	\$3.04	\$9.95	\$27.95	\$7,275,000.00
1988	\$0.62	\$0.38	\$1.00	\$4.04	\$3.00	\$3.11	\$10.15	\$28.15	\$7,902,000.00
1989	\$0.72	\$0.38	\$1.10	\$4.04	\$3.30	\$3.16	\$10.50	\$30.30	\$8,216,000.00
1990	\$0.92	\$0.38	\$1.30	\$4.04	\$3.90	\$3.26	\$11.20	\$34.60	\$8,979,000.00
1991	\$0.93	\$0.41	\$1.34	\$4.24	\$4.02	\$3.14	\$11.40	\$35.52	\$9,588,000.00
1992	\$1.01	\$0.41	\$1.42	\$3.75	\$4.26	\$3.09	\$11.10	\$36.66	\$10,331,000.00
1993	\$1.09	\$0.41	\$1.50	\$3.10	\$4.50	\$3.75	\$11.35	\$38.35	\$11,773,000.00
1994	\$1.11	\$0.42	\$1.53	\$2.98	\$4.59	\$3.93	\$11.50	\$39.04	\$10,914,000.00
1995	\$1.07	\$0.42	\$1.49	\$3.00	\$4.47	\$4.58	\$12.05	\$38.87	\$11,349,000.00
1996	\$1.05	\$0.42	\$1.47	\$3.00	\$4.41	\$4.64	\$12.05	\$38.51	\$12,336,000.00
1997	\$1.05	\$0.45	\$1.50	\$3.00	\$4.50	\$4.92	\$12.42	\$39.42	\$12,163,500.00
1998	\$1.06	\$0.48	\$1.54	\$3.00	\$4.62	\$5.56	\$13.18	\$40.90	\$12,206,700.00
1999	\$0.99	\$0.48	\$1.47	\$3.00	\$4.41	\$5.40	\$12.81	\$39.27	\$12,744,500.00
2000	\$0.93	\$0.48	\$1.41	\$3.00	\$4.23	\$5.51	\$12.74	\$38.12	\$12,300,000.00
2001	\$0.84	\$0.48	\$1.32	\$3.00	\$3.96	\$5.62	\$12.58	\$36.34	\$14,744,000.00
2002	\$0.83	\$0.53	\$1.36	\$3.12	\$4.08	\$5.44	\$12.64	\$37.12	\$14,601,010.00
2003	\$0.85	\$0.55	\$1.40	\$3.12	\$4.20	\$5.44	\$12.76	\$37.96	\$14,707,890.00
2004	\$0.89	\$0.57	\$1.46	\$3.27	\$4.38	\$5.61	\$13.30	\$39.58	\$14,914,160.00
2005	\$0.89	\$0.64	\$1.53	\$3.91	\$4.59	\$4.94	\$13.50	\$41.04	\$15,165,010.00
2006	\$0.92	\$0.70	\$1.62	\$4.29	\$4.86	\$4.62	\$13.80	\$42.96	\$15,234,270.00
2007	\$0.92	\$0.77	\$1.69	\$4.80	\$5.07	\$4.63	\$14.50	\$44.92	\$15,523,730.00
2008	\$1.00	\$0.80	\$1.80	\$5.23	\$5.40	\$4.74	\$15.40	\$47.80	\$15,700,210.00
2009	\$1.05	\$0.84	\$1.89	\$5.41	\$5.67	\$5.33	\$16.40	\$50.42	\$13,977,596.00
2010	\$1.17	\$0.86	\$2.03	\$5.72	\$6.09	\$5.57	\$17.40	\$53.94	\$15,658,490.00
2011	\$1.33	\$0.91	\$2.24	\$6.52	\$6.72	\$5.06	\$18.30	\$58.62	\$16,355,716.00
2012	\$1.44	\$0.97	\$2.41	\$6.60	\$7.23	\$5.01	\$18.80	\$62.18	\$17,593,540.00
2013	\$1.60	\$1.02	\$2.62	\$6.67	\$7.86	\$5.07	\$19.60	\$66.76	\$17,183,170.00
2014	\$1.77	\$1.08	\$2.85	\$6.00	\$8.55	\$5.42	\$20.00	\$71.30	\$18,623,220.00
2015	\$2.07	\$1.23	\$3.30	\$6.59	\$9.90	\$5.41	\$21.90	\$81.30	\$20,000,120.00
2016	\$2.37	\$1.42	\$3.79	\$8.98	\$11.37	\$5.57	\$25.90	\$94.12	\$21,522,582.00
2017	\$2.58	\$1.73	\$4.31	\$9.00	\$12.93	\$5.56	\$27.60	\$105.18	\$24,325,816.00
2018	\$2.76	\$1.92	\$4.68	\$9.74	\$14.04	\$5.93	\$29.70	\$113.94	\$25,995,950.00
2019	\$2.91	\$2.13	\$5.04	\$10.72	\$15.12	\$5.90	\$31.70	\$122.42	\$28,754,196.00
2020	\$3.04	\$2.17	\$5.21	\$10.24	\$15.63	\$6.41	\$32.30	\$126.08	\$31,012,511.00
2021	\$3.23	\$2.11	\$5.34	\$11.52	\$16.02	\$6.66	\$34.10	\$130.22	\$31,176,695.00
2022	\$3.52	\$2.29	\$5.81	\$11.57	\$17.43	\$6.94	\$35.90	\$140.48	\$31,181,361.00
2023	\$3.83	\$2.29	\$6.12	\$11.55	\$18.36	\$8.02	\$37.90	\$148.06	\$34,384,298.00
%CHANGE	8.81	0.00	5.34	-0.17	5.34	15.56	5.57	5.40	10.27

NOTE:

- 1) GBMSD VOLUME CHARGE = Cost of treatment of 100 cu. ft. of sewage with an estimated strength 249/425/6.8/39.9 (BOD, Suspended Solids, Phosphorous, TKN)
NOTE: TKN billing parameter added 01/01/92.
- 2) CITY VOLUME CHARGE = Service charge (per 100 cu. ft.) for such items as administrative costs, sewer repair, maintenance charges, etc.
- 3) I/I CHARGE = Quarterly charge for infiltration/inflow.
- 4) MINIMUM VOLUME CHARGE = Total volume charge x 300 cu. ft./qtr.
- 5) BILLING CHARGE = Cost for water Department to prepare bill.
- 6) QUARTERLY CHARGE = (average residential customer) = 1800 cu. ft. x total volume charge + minimum charge.

12/9/21

SANITARY SEWER DISTRICT RATE HISTORY





Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # L.3

To approve the request by Department of Public Works to adopt the Proposed 2023 Storm Sewer Rates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2023 Storm Rate Submittal to Committee

STORM WATER UTILITY

ACCOUNT NUMBER 205525 - XXXXX

Number of ERU's

79,250

DRAFT 2023 BUDGET

12/09/22

ACCOUNT #	TITLE	Amount
50001	REGULAR SALARIES	\$1,537,182
50501	OVERTIME	\$39,996
51201	HEALTH INSURANCE	\$334,507
51202	DENTAL INSURANCE	\$25,709
51203	LIFE INSURANCE	\$1,938
51204	LEVY SUPPORTED HEALTH INSURANCE	\$0
51210	SOCIAL SECURITY	\$95,474
51211	MEDICARE	\$22,352
51212	WORKER'S COMPENSATION	\$39,114
51301	WRS - EMPLOYER SHARE	\$107,274
51402	CLOTHING ALLOWANCE	\$3,000
51403	SAFETY GLASSES	\$1,500
51404	PERSONAL SUPPLIES	\$5,000
52001	TRAINING & TRAVEL	\$6,900
52003	DUES & BONDS	\$9,520
53001	CONTRACTUAL SERVICES	\$150,000
53002	COPY MACHINE	\$3,000
53014	LICENCES & PERMITS	\$51,600
53017	FINANCE SERVICES	\$401,000
53020	DATA PROCESSING SERVICES	\$50,000
53021	LEGAL FEES	\$3,000
53031	ENGINEERING / ADMINISTRATIVE	\$0
53040	SANITATION DISPOSAL CHARGES	\$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)	\$344,556
53110	SEWER SAMPLING CHARGES	\$5,000
54001	MATERIALS & SUPPLIES	\$100,000
54007	PUBLIC EDUCATION	\$5,000
54010	GAS, OIL & LUBRICANT	\$61,000
55101	EQUIPMENT REPAIRS	\$200,000
55130	CITY EQUIPMENT USAGE	\$300,000
55140	EQUIPMENT REPLACEMENT	\$0
55150	NEW EQUIPMENT	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0
55320	DIKE MAINTENANCE	\$5,000
55358	PUMP STATION REPAIRS	\$100,000
56101	ELECTRICITY	\$110,000
56201	NATURAL GAS	\$110
56301	TELEPHONE	\$4,000
56302	CELL PHONES	\$7,000
56402	WATER	\$1,750
56403	SEWER	\$100
57098	DEPARTMENT INSURANCE CHARGES	\$21,851
59910	TRANSFER OUT - GENERAL FUND	\$470,000
59930	TRANSFER OUT - DEBT SERVICE	\$1,533,354
	TRANSFER OUT - FORESTRY DEBT SERVICE	\$0
59940	TRANSFER OUT - CAPITAL PROJECTS	\$2,888,110
	Subtotal	\$9,244,897
205670	TRANSFER OUT - FORESTRY FUNDING	\$1,422,856
		-\$6,248
	Subtotal w/ Forestry	\$10,661,505
	APPLIED SURPLUS	\$0
	APPLIED INTEREST REVENUE	\$0
	TOTAL	\$10,661,505

ERU charge(per year) **\$134.53**

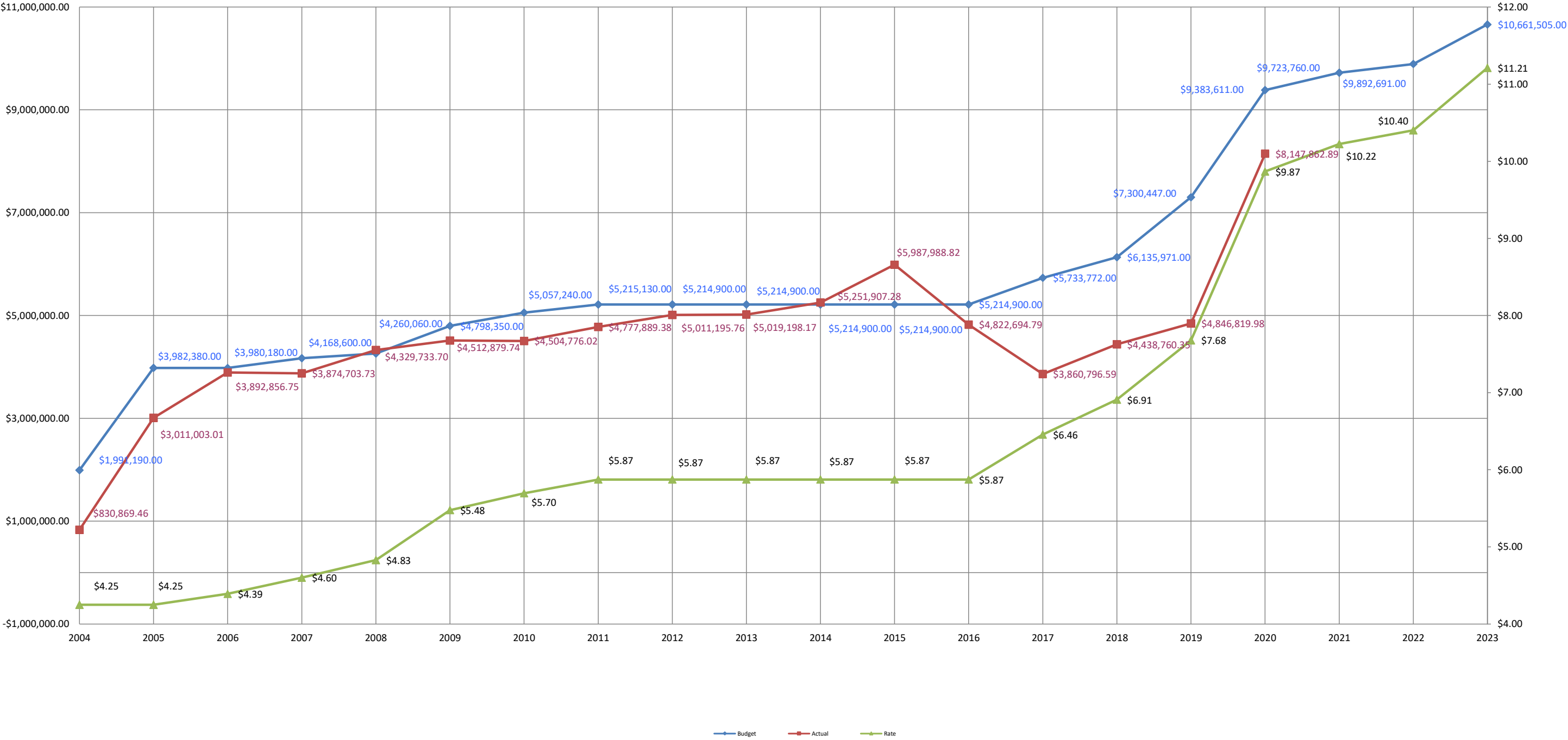
ERU Charge(per month) **\$11.21**

ANNUAL BUDGET COMPARIS

ACCOUNT #	TITLE	2004		2005		2006		2007		2008		2009	2009	2010	2010	2011	2011	2012	2012	2013
		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
50001	REGULAR SALARIES	\$371,830.00	\$276,836.55	\$739,830.00	\$485,011.91	\$764,950.00	\$654,717.11	\$788,370.00	\$666,937.54	\$813,160.00	\$817,840.18	\$848,930.00	\$935,354.67	\$861,340	\$882,919	\$885,030	\$905,652	\$889,800	\$968,560	\$934,450
50501	OVERTIME	\$128,860.00	\$107,004.50	\$150,740.00	\$63,096.59	\$166,820.00	\$87,529.90	\$168,100.00	\$111,048.74	\$150,160.00	\$106,913.90	\$153,300.00	\$108,632.21	\$153,640	\$86,203	\$154,480	\$22,417	\$144,000	\$3,965	\$40,000
51201	HEALTH INSURANCE	\$114,130.00	\$73,560.97	\$259,930.00	\$148,835.27	\$219,500.00	\$250,203.52	\$216,120.00	\$271,770.16	\$262,520.00	\$281,361.09	\$263,870.00	\$273,001.30	\$252,990	\$151,358	\$255,530	\$165,177	\$251,360	\$248,256	\$243,160
51202	DENTAL INSURANCE	\$7,730.00	\$6,703.62	\$18,970.00	\$12,978.85	\$17,810.00	\$21,020.93	\$17,410.00	\$21,090.40	\$18,430.00	\$20,185.31	\$18,420.00	\$19,038.39	\$18,890	\$11,373	\$19,480	\$13,083	\$19,310	\$18,864	\$20,430
51203	LIFE INSURANCE	\$870.00	\$807.77	\$2,070.00	\$1,242.47	\$1,650.00	\$1,980.00	\$1,680.00	\$2,016.00	\$1,620.00	\$1,213.12	\$1,680.00	\$2,281.21	\$1,680	\$1,483	\$1,870	\$2,345	\$1,900	\$1,970	\$1,860
51204	LEVY SUPPORTED HEALTH INSURANCE																			\$14,380
51210	SOCIAL SECURITY	\$24,840.00	\$22,473.53	\$55,220.00	\$31,005.66	\$50,580.00	\$42,911.33	\$51,370.00	\$43,299.29	\$50,430.00	\$53,638.24	\$62,140.00	\$58,659.98	\$62,930	\$57,170	\$64,450	\$54,099	\$64,100	\$56,592	\$66,870
51211	MEDICARE	\$5,830.00	\$5,510.37	\$12,920.00	\$7,906.05	\$11,830.00	\$10,612.38	\$12,010.00	\$11,108.76	\$11,800.00	\$13,170.68	\$14,530.00	\$14,985.16	\$14,720	\$14,387	\$15,080	\$13,271	\$15,000	\$13,516	\$15,640
51212	WORKER'S COMPENSATION	\$5,000.00	\$0.00	\$22,000.00	\$0.00	\$13,000.00	\$5,676.66	\$24,400.00	\$9,980.51	\$26,800.00	\$68,718.98	\$28,480.00	-\$13,817.43	\$22,950	-\$23,373	\$19,090	\$77,132	\$23,570	\$0	\$26,050
51301	WRS - EMPLOYER SHARE	\$39,240.00	\$31,673.77	\$90,840.00	\$50,810.11	\$84,610.00	\$64,850.33	\$87,820.00	\$67,607.07	\$86,210.00	\$82,237.75	\$104,230.00	\$88,152.42	\$111,650	\$90,456	\$120,590	\$68,574	\$61,000	\$50,104	\$70,410
51401	CAR ALLOWANCE			\$0.00	\$87.99	\$0.00	\$1,182.99	\$0.00	\$365.87		\$0.00								\$8	
51402	CLOTHING ALLOWANCE					\$0.00	\$200.95	\$0.00	\$316.52										\$85	
51404	PERSONAL SUPPLIES							\$0.00	\$100.00											
51403	SAFETY GLASSES	-	-	-	-	-	-	-	-	-	-	-		\$1,000	\$232	\$1,000	\$0	\$1,000	\$0	\$1,000
51404	PERSONAL SUPPLIES	-	-	-	-	-	-	-	-	-	-	-		\$3,000	\$0	\$3,000	\$0	\$3,000	\$0	\$3,000
52001	TRAINING & TRAVEL	\$0.00		\$0.00		\$0.00	\$1,139.64	\$0.00	\$6.01	\$2,000.00	\$33.58	\$0.00	\$320.00	\$1,000	\$435	\$250	\$250	\$250	\$414	\$23,000
52003	DUES & BONDS	-	-	-	-	-	-	-	-	-	-	\$4,500.00	\$4,500.00	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
53001	CONTRACTUAL SERVICES	\$12,500.00	\$3,500.00	\$25,000.00	\$3,900.00	\$25,000.00	\$11,124.88	\$68,640.00	\$69,531.55	\$70,020.00	\$68,065.42	\$355,220.00	\$162,372.54	\$67,800	\$61,156	\$77,500	\$29,044	\$177,500	\$43,409	\$63,500
53002	COPY MACHINE	-	-	-	-	-	-	-	-	-	-	-	\$345.47	\$2,500	\$787	\$3,000	\$949	\$3,000	\$214	\$1,500
53014	LICENCES & PERMITS	-	-	-	-	-	-	-	-	-	-	\$12,000.00	\$12,000.00	\$12,000	\$12,000	\$12,000	\$12,000	\$13,750	\$13,750	\$13,750
53017	FINANCE SERVICES	\$95,000.00	\$0.00	\$200,000.00	\$180,000.00	\$200,000.00	\$207,462.05	\$210,000.00	\$200,000.00	\$210,000.00	\$235,869.35	\$220,000.00	\$216,000.00	\$230,000	\$225,000	\$250,000	\$250,000	\$240,000	\$225,000	\$225,000
53020	DATA PROCESSING SERVICES	-	-	-	-	-	-	-	-	-	-	-		\$13,190	\$6,914	\$13,190	\$6,883	\$10,000	\$6,896	\$10,000
53021	LEGAL FEES																			
53031	ENGINEERING/ADMINISTRATIVE SERVICES																			
53040	SANITATION DISPOSAL CHARGES	-	-	-	-	-	-	-	-	-	-	-		\$387,600	\$0	\$397,800	\$0	\$200,000	\$251,941	\$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)																			
53110	SEWER SAMPLING CHARGES	\$5,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$206.60	\$10,000.00	\$0.00	\$10,000.00		\$10,000	\$2,267	\$10,000	\$0	\$5,000	\$0	\$5,000
53112	SEWER SERVICE RATE STABILIZATION	\$873,990.00	\$0.00	\$134,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0	\$0	\$0	\$0	\$0	\$0	0
54001	MATERIALS & SUPPLIES	\$25,000.00	\$23,304.94	\$50,000.00	\$45,104.10	\$50,000.00	\$16,191.14	\$50,000.00	\$24,473.34	\$50,000.00	\$59,395.51	\$84,750.00	\$42,005.39	\$75,000	\$40,493	\$60,000	\$50,624	\$60,000	\$40,616	\$60,000
54007	PUBLIC EDUCATION																			
54010	GAS, OIL & LUBRICANT	\$0.00		\$1,000.00	\$2,721.41	\$5,000.00	\$4,743.54	\$10,000.00	\$19,785.67	\$10,000.00	\$31,500.97	\$40,000.00	\$19,827.41	\$60,000	\$29,888	\$45,000	\$39,799	\$45,000	\$44,018	\$45,000
55101	EQUIPMENT REPAIRS	\$0.00		\$1,000.00	\$5,200.84	\$5,000.00	\$7,527.06	\$17,500.00	\$30,044.19	\$17,500.00	\$41,576.68	\$40,000.00	\$37,667.62	\$60,000	\$63,099	\$60,000	\$62,974	\$70,000	\$91,935	\$100,000
55130	CITY EQUIPMENT USAGE	\$265,000.00	\$277,038.72	\$530,000.00	\$324,542.00	\$543,000.00	\$450,159.40	\$510,000.00	\$460,656.03	\$510,000.00	\$438,171.37	\$475,000.00	\$401,331.97	\$435,000	\$385,274	\$450,000	\$341,649	\$450,000	\$194,759	\$450,000
55140	EQUIPMENT REPLACEMENT	\$0.00		\$145,500.00	\$128,125.88	\$145,000.00	\$139,597.28	\$166,000.00	\$158,099.95	\$2,000.00	\$0.00	\$0.00		\$0	\$0	\$0	\$6,316	\$0	\$0	\$0
55150	NEW EQUIPMENT	\$0.00		\$0.00		\$0.00	\$0.00	\$14,000.00	\$8,732.60	\$5,000.00	\$4,197.00	\$0.00		\$2,000	\$0	\$0	\$0	\$0	\$0	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0.00		\$0.00		\$17,160.00	\$0.00	\$35,820.00	\$0.00	\$56,540.00	\$0.00	\$56,540.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0
55320	DIKE MAINTENANCE	\$0.00		\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000
55358	PUMP STATION REPAIR (NEW 2018)																			
56101	ELECTRICITY	\$12,500.00	\$2,454.72	\$25,000.00	\$19,920.29	\$27,750.00	\$23,794.66	\$29,310.00	\$22,438.93	\$29,310.00	\$30,246.53	\$31,590.00	\$30,558.87	\$34,040	\$42,695	\$36,400	\$44,330	\$45,000	\$32,102	\$56,000
56201	NATURAL GAS	\$150.00	\$0.00	\$300.00	\$0.00	\$310.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100	\$0	\$110	\$0	\$110	\$0	\$110
56301	TELEPHONE																			
56302	CELL PHONES	\$750.00	\$0.00	\$1,000.00	\$106.59	\$1,000.00	\$0.00	\$750.00	\$0.00	\$750.00	\$0.00	\$750.00	\$0.00	\$750	\$0	\$1,650	\$0	\$1,650	\$0	\$1,650
56402	WATER	\$100.00	\$0.00	\$200.00	\$0.00	\$220.00	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$200	\$0	\$200	\$0	\$200	\$0	\$200
56403	SEWER	\$50.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100	\$0	\$100	\$0	\$100	\$0	\$100
57098	DEPARTMENT INSURANCE CHARGES	\$2,820.00	\$0.00	\$5,720.00	\$5,070.00	\$6,780.00	\$7,464.00	\$7,230.00	\$8,419.00	\$6,410.00	\$11,878.04	\$6,640.00	\$6,151.75	\$7,740	\$14,133	\$7,900	\$6,150	\$15,000	\$6,360	\$1,670
59910	TRANSFER OUT - GENERAL FUND																		\$0	\$200,000
59930	TRANSFER OUT - DEBT SERVICE	\$0.00		\$65,340.00	\$65,337.00	\$108,110.00	\$382,767.00	\$166,670.00	\$166,669.00	\$204,000.00	\$204,000.00	\$210,380.00	\$286,970.81	\$302,770	\$302,766	\$427,650	\$422,391	\$432,540	\$424,929	\$394,050
59940	TRANSFER OUT - CAPITAL PROJECTS	\$0.00		\$1,430,000.00	\$1,430,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,650,000.00	\$1,759,520.00	\$1,750,000.00	\$1,806,540.00	\$2,041,160	\$2,041,160	\$2,178,280	\$2,178,280	\$2,256,260	\$2,268,433	\$2,220,990
	FORESTRY CAPITAL (CREDIT)	\$0.00	\$0.00	\$0.00	\$9.93															
205670	TRANSFER OUT - FORESTRY FUNDING																			
	APPLIED SURPLUS													-\$200,000	\$0	-\$365,000	\$0	-\$294,000	\$0	-\$303,370
	APPLIED INTEREST REVENUE																			
	TOTAL	\$1,991,190.00	\$830,869.46	\$3,982,380.00	\$3,011,003.01	\$3,980,180.00	\$3,892,856.75	\$4,168,600.00	\$3,874,703.73	\$4,260,060.00	\$4,329,733.70	\$4,798,350.00	\$4,512,879.74	\$5,057,240.00	\$4,504,776.02	\$5,215,130.00	\$4,777,889.38	\$5,214,900.00	\$5,011,195.76	\$5,214,900.00
	Equivalent Runoff Units (ERU's)	39,000		78,000		75,500		75,500		73,500		73,000		74,000		74,000		74,000		74,000
	ERU charge(per year)	\$51.00		\$51.00		\$52.68		\$55.20		\$57.96		\$65.73		\$68.34		\$70.47		\$70.47		\$70.47
	ERU Charge(per month)	\$4.25		\$4.25		\$4.39		\$4.60		\$4.83		\$5.48		\$5.70		\$5.87		\$5.87		\$5.87

ACCOUNT #	TITLE	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2016 Actual	2017 Budget	2017 Actual	2018 Budget	2018 Actual	2019 Budget	2019 Actual	2020 Budget	2020 Actual	2021 Proposed Budget	2022 Proposed Budget	2023 Proposed Budget
50001	REGULAR SALARIES	\$993,514	\$945,230	\$1,030,914	\$1,073,670	\$1,293,193	\$1,108,778	\$1,091,213	\$1,131,498	\$1,239,881	\$1,162,066	\$772,176	\$1,265,315	\$818,045	\$1,344,840	\$849,588	\$1,449,296	\$1,487,466	\$1,537,182
50501	OVERTIME	\$32,287	\$40,000	\$4,478	\$40,000	\$14,043	\$39,996	\$10,936	\$40,000	\$11,757	\$39,996	\$7,964	\$39,996	\$15,918	\$39,996	\$10,320	\$39,996	\$39,996	\$39,996
51201	HEALTH INSURANCE	\$242,620	\$251,810	\$251,936	\$281,200	\$284,248	\$246,737	\$255,663	\$268,694	\$288,909	\$259,141	\$161,114	\$298,600	\$154,193	\$307,597	\$159,209	\$298,045	\$327,811	\$334,507
51202	DENTAL INSURANCE	\$20,046	\$21,540	\$20,414	\$22,670	\$23,382	\$21,470	\$21,476	\$21,614	\$24,119	\$22,240	\$13,689	\$23,822	\$14,962	\$26,960	\$15,803	\$27,868	\$27,836	\$25,709
51203	LIFE INSURANCE	\$1,747	\$2,170	\$1,273	\$1,720	\$1,914	\$1,656	\$1,572	\$1,937	\$2,072	\$2,047	\$1,275	\$2,155	\$1,372	\$2,280	\$3,476	\$2,206	\$1,882	\$1,938
51204	LEVY SUPPORTED HEALTH INSURANCE	\$14,348	\$13,490	\$2,897	\$10,290	\$13,746	\$10,070	\$10,593	\$8,610	\$10,005	\$7,630	\$8,088	\$5,540	\$6,544	\$3,690	\$6,199	\$2,680	\$0	\$0
51210	SOCIAL SECURITY	\$58,528	\$61,090	\$62,193	\$66,430	\$74,725	\$68,762	\$64,342	\$70,072	\$73,591	\$72,065	\$45,896	\$78,142	\$49,539	\$82,988	\$53,864	\$89,557	\$92,323	\$95,474
51211	MEDICARE	\$14,211	\$14,290	\$14,668	\$15,550	\$17,725	\$16,079	\$15,202	\$16,381	\$17,349	\$16,875	\$10,841	\$18,297	\$11,585	\$19,427	\$12,598	\$20,967	\$21,616	\$22,352
51212	WORKER'S COMPENSATION	\$0	\$19,530	\$59,486	\$12,630	\$10,386	\$12,010	\$0	\$24,485	\$0	\$22,410	\$12,226	\$19,150	\$107,679	\$16,728	\$2,182	\$48,288	\$37,174	\$39,114
51301	WRS - EMPLOYER SHARE	\$55,228	\$68,830	\$66,247	\$75,680	\$86,570	\$75,817	\$72,470	\$79,752	\$85,162	\$80,565	\$52,188	\$85,531	\$54,595	\$93,508	\$61,120	\$100,558	\$99,313	\$107,274
51401	CAR ALLOWANCE	\$0				\$0											\$0	\$0	\$0
51402	CLOTHING ALLOWANCE	\$170		\$450		\$300	\$3,000	\$90	\$3,000	\$0	\$3,000	\$1,543	\$3,000	\$1,500	\$3,000	\$1,532	\$3,000	\$3,000	\$3,000
51404	PERSONAL SUPPLIES	\$0				-													\$0
51403	SAFETY GLASSES	\$623	\$1,000	\$151	\$1,000	\$0	\$1,000	\$723	\$1,500	\$316	\$1,500	\$469	\$1,500	\$203	\$1,500	\$384	\$1,500	\$1,500	\$1,500
51404	PERSONAL SUPPLIES	\$0	\$3,000	\$0	\$3,000	\$1,500	\$0	\$0	\$5,000	\$1,593	\$5,000	\$1,214	\$5,000	\$2,665	\$5,000	\$1,269	\$5,000	\$5,000	\$5,000
52001	TRAINING & TRAVEL	\$1,810	\$1,000	\$763	\$1,000	\$2,631	\$5,000	\$666	\$8,000	\$2,722	\$6,000	\$2,686	\$10,900	\$5,135	\$5,900	\$1,500	\$9,275	\$5,900	\$6,900
52003	DUES & BONDS	\$4,500	\$4,500	\$4,500	\$4,500	\$4,540	\$4,500	\$5,100	\$5,500	\$5,450	\$6,500	\$4,430	\$5,500	\$4,450	\$6,000	\$4,605	\$6,000	\$6,000	\$9,520
53001	CONTRACTUAL SERVICES	\$89,050	\$70,000	\$13,953	\$70,000	\$11,892	\$250,000	\$106,631	\$250,000	\$40,552	\$250,000	\$101,569	\$150,000	\$98,103	\$100,000	\$95,641	\$200,000	\$150,000	\$150,000
53002	COPY MACHINE	\$736	\$1,500	\$665	\$1,500	\$749	\$1,500	\$669	\$1,550	\$2,167	\$1,600	\$2,924	\$1,600	\$3,568	\$3,000	\$3,003	\$3,000	\$3,000	\$3,000
53014	LICENCES & PERMITS	\$13,750	\$16,000	\$12,000	\$16,000	\$13,916	\$16,200	\$16,038	\$27,000	\$26,314	\$40,700	\$30,941	\$40,700	\$33,156	\$47,000	\$35,786	\$48,000	\$46,100	\$51,600
53017	FINANCE SERVICES	\$258,055	\$275,000	\$278,107	\$270,000	\$272,259	\$280,000	\$314,850	\$280,000	\$248,233	\$300,000	\$310,571	\$300,000	\$317,118	\$350,000	\$361,188	\$350,000	\$375,000	\$401,000
53020	DATA PROCESSING SERVICES	\$13,064	\$15,500	\$14,371	\$15,500	\$32,433	\$27,000	\$20,247	\$35,000	\$28,941	\$24,750	\$26,456	\$28,000	\$33,893	\$36,673	\$45,876	\$36,673	\$40,000	\$50,000
53021	LEGAL FEES										\$0	\$2,510		\$700	\$3,000	\$0	\$3,000	\$3,000	\$3,000
53031	ENGINEERING/ADMINISTRATIVE SERVICES				\$0	\$5,386		\$4,805	\$10,000	\$4,659	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
53040	SANITATION DISPOSAL CHARGES	\$0	\$200,000	\$0	\$200,000	\$348,767	\$200,000	\$200,000	\$200,000	\$1,631	\$200,000	\$0	\$200,000	\$423,022	\$200,000	\$0	\$200,000	\$200,000	\$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)												\$0	\$150,000	\$0	\$275,000	\$324,777	\$334,525	\$344,556
53110	SEWER SAMPLING CHARGES	\$0	\$5,000	\$0	\$5,000	\$510	\$5,000	\$5,000	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$5,000	\$5,000
53112	SEWER SERVICE RATE STABILIZATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
54001	MATERIALS & SUPPLIES	\$54,204	\$60,000	\$30,736	\$60,000	\$29,962	\$60,000	\$60,777	\$75,000	\$66,312	\$75,000	\$73,800	\$75,000	\$63,046	\$102,891	\$78,449	\$75,000	\$100,000	\$100,000
54007	PUBLIC EDUCATION								\$5,000	\$430	\$5,000	\$1,779	\$5,000	\$2,607	\$5,000	\$2,978	\$5,000	\$5,000	\$5,000
54010	GAS, OIL & LUBRICANT	\$46,320	\$45,000	\$49,252	\$50,000	\$48,001	\$50,000	\$38,771	\$50,000	\$48,959	\$50,000	\$56,777	\$57,500	\$53,712	\$61,000	\$37,218	\$61,000	\$61,000	\$61,000
55101	EQUIPMENT REPAIRS	\$71,147	\$125,000	\$63,926	\$125,000	\$117,057	\$125,000	\$158,264	\$175,000	\$112,385	\$150,000	\$99,359	\$150,000	\$98,131	\$150,000	\$152,912	\$200,000	\$200,000	\$200,000
55130	CITY EQUIPMENT USAGE	\$169,573	\$300,000	\$319,745	\$300,000	\$250,732	\$300,000	\$76,718	\$300,000	\$140,523	\$300,000	\$231,065	\$300,000	\$269,582	\$300,000	\$216,937	\$300,000	\$300,000	\$300,000
55140	EQUIPMENT REPLACEMENT	\$0	\$0		\$0	\$0	\$0	\$0	\$0		\$0	\$1,430	\$0	\$0	\$0	\$2,859	\$0	\$0	\$0
55150	NEW EQUIPMENT	\$0	\$0		\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
55191	EQUIPMENT REPLACEMENT FUND	\$0	\$0		\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
55320	DIKE MAINTENANCE	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$5,000	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$5,000	\$5,000
55358	PUMP STATION REPAIR (NEW 2018)										\$100,000	\$12,729	\$100,000	\$27,780	\$100,000	\$44,197	\$100,000	\$100,000	\$100,000
56101	ELECTRICITY	\$43,308	\$60,150	\$44,699	\$65,500	\$48,589	\$71,860	\$44,255	\$71,860	\$42,643	\$76,660	\$45,477	\$98,260	\$60,585	\$106,000	\$56,671	\$106,000	\$106,000	\$110,000
56201	NATURAL GAS	\$0	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$0	\$110	\$110	\$110
56301	TELEPHONE						\$0	\$0	\$1,000	\$0	\$4,000	\$57	\$4,000	\$0	\$4,000	\$0	\$4,000	\$4,000	\$4,000
56302	CELL PHONES	\$0	\$1,650	\$0	\$1,650	\$499	\$1,650	\$2,964	\$4,200	\$3,685	\$5,000	\$1,996	\$5,000	\$2,559	\$5,000	\$3,043	\$7,000	\$7,000	\$7,000
56402	WATER	\$0	\$200	\$69	\$200	\$0	\$200	\$0	\$200	\$839	\$1,500	\$0	\$1,635	\$385	\$1,725	\$1,749	\$1,725	\$1,750	\$1,750
56403	SEWER	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$0	\$100	\$100	\$100
57098	DEPARTMENT INSURANCE CHARGES	\$5,320	\$6,950	\$5,563	\$6,330	\$15,251	\$7,230	\$18,486	\$14,010	\$6,165	\$10,747	\$5,950	\$14,574	\$12,392	\$17,155	\$11,434	\$18,020	\$18,829	\$21,851
59910	TRANSFER OUT - GENERAL FUND	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000
59930	TRANSFER OUT - DEBT SERVICE	\$394,047	\$686,850	\$519,850	\$414,600	\$513,895	\$561,852	\$561,852	\$561,329	\$598,701	\$561,329	\$855,272	\$814,460	707930.12+15586	\$814,460	\$1,142,116	\$1,498,273	\$1,415,895	\$1,533,354
59940	TRANSFER OUT - CAPITAL PROJECTS	\$2,220,990	\$2,178,600	\$2,178,600	\$2,249,190	\$2,249,190	\$1,437,323	\$1,437,323	\$1,776,370	\$1,776,370	\$2,062,440	\$2,062,440	\$2,462,060	\$2,462,060	\$3,147,230	\$3,147,230	\$2,421,980	\$2,412,980	\$2,888,110
	FORESTRY CAPITAL (CREDIT)		-\$485,190		-\$450,120		\$0	\$0	\$0		\$0		\$0						
205670	TRANSFER OUT - FORESTRY FUNDING														\$1,189,853	\$1,129,929	\$1,250,866	\$1,371,585	\$1,416,608
	APPLIED SURPLUS	\$0		\$0											\$0	\$0	\$0	\$0	\$0
	APPLIED INTEREST REVENUE														-\$75,000	-\$75,000	-\$75,000	\$0	\$0
	TOTAL	\$5,019,198.17	\$5,214,900.00	\$5,251,907.28	\$5,214,900.00	\$5,987,988.82	\$5,214,900.00	\$4,822,694.79	\$5,733,772.00	\$3,860,796.59	\$6,135,971.00	\$4,438,760.35	\$7,300,447.00	\$4,846,819.98	\$9,383,611.00	\$8,147,862.89	\$9,723,760.00	\$9,892,691.00	\$10,661,505.00
	Equivalent Runoff Units (ERU's)		74,000		74,000		74,000		74,000		74,000		79,250		79,250		79,250	79,250	79,250
	ERU charge(per year)		\$70.47		\$70.47		\$70.47		\$77.48		\$82.92		\$92.12		\$118.41		\$122.70	\$124.83	\$134.53
	ERU Charge(per month)		\$5.87		\$5.87		\$5.87		\$6.46		\$6.91		\$7.68		\$9.87		\$10.22	\$10.40	\$11.21

STORM WATER UTILITY BUDGET





Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # M.2

To approve a change of agent to Ultimate Mart, LLC (Pick n' Save #186) at 1819 Main St. to Lori Demeny.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. COA-1819 Main St.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # M.3

To grant an application for a Class "B" Beer license for Allegedly LLC at 2056 Main St. Suite A with a license premises description as "SUITE A-BAR AREA-ENT CENTER, COOK PREP/STORAGE RMS (2)/COOLER/HALLWAY/BASEMENT/BATHROOMS," with the approval of the proper authorities (Previously licensed during the 2021-2022 license year as Berceaus's Last Stop)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Lease-2056 Main St.
2. 2056 Main St. ORG application



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # M.4

To deny a request by Stephen Preisler at 826 S. Baird St. to appeal invoices.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Photographs
2. Invoices
3. LF Preisler
4. PRESENCE REQUESTED



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # M.5

To approve General Ordinance 26-22 Relating to Condominiums.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 26-22 Relating to Condominiums

GENERAL ORDINANCE NO. 26-22

AN ORDINANCE
AMENDING SECTION 36-278,
GREEN BAY MUNICIPAL CODE,
RELATING TO CONDOMINIUMS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Article X of Chapter 36 Green Bay Municipal Code, is hereby amended to read:

Sec. 36-278. Application of ownership; design standard and improvement compliance; condominium conversions exempt.

This chapter applies to the division of land where condominium ownership is involved and where the division will result in two or more building sites, lot equivalents, or separate principal structures on any parcel. A condominium plat prepared by a land surveyor registered in Wisconsin is required for all condominium plats or any amendments or expansions thereof, where an amendment is a change to a previously recorded condominium plat, and an expansion is the creation of additional units in a previously recorded condominium plat.

- (1) It is the intent of these regulations, consistent with Wis. Stats. Ch. 703, that projects utilizing the condominium form of ownership shall be subject to no more or no less restrictive rules than are projects that are physically equivalent and that utilize other forms of ownership.
- (2) Timing of review.
 - a. Review of condominium instruments shall be conducted within ten working days following complete submission of a condominium plat and related instruments to the Planning Department.
 - b. ~~Where the Community and Economic Development Director or their designee finds that the review cannot be completed within ten working days due to the complexity of the submission, including, but not limited to, utility coordination, engineering design, ESAs, or other such issues that complicate the proposed development, the Community and Economic Development Director or their designee shall submit to the subdivider a request for an extension of the review period for a reasonable period of time not to exceed 60 days. Such request shall not be unreasonably denied by the subdivider.~~
 - e. ~~If more than 60 days are needed to review the condominium plat and related instruments, then the review time may be reasonably extended by agreement with the subdivider.~~
 - db. In the event the review is not completed within this period, ~~or as reasonably extended,~~ the condominium instrument is approved for recording.

- (3) Prior to approval, such condominium instruments shall comply in all respects with the requirements of Wis. Stats. §§ 703.095, 703.11(2)(a), (c), and (d), (3) and (4), 703.275(5), and 703.28(1m), and, based on the number of lot equivalents, shall be reviewed and approved or denied in the same manner either as a land division as set forth in Article IV of Chapter 44, or as a subdivision plat as set forth in Article III of Chapter 44.
- (4) With regard to features that may be dedicated to the public (e.g., streets, rights-of-way, etc.) and provision of public services and utilities, such plat shall comply with the design standards, improvements, and all other requirements of this chapter that would otherwise apply to certified survey maps (CSMs) and subdivision plats, including, but not limited to, those set forth in Articles VII and VIII of Chapter 44.
- (5) Condominium conversions of existing structures where no additional dwelling units, building sites, or lot equivalents are being created are exempt from this chapter.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this 20th day of December, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

law

December 20, 2022



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # M.6

To approve General Ordinance 28-22 regarding Board of Absentee Ballot Canvassers.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT G.O. 28-22 Board of Absentee Ballot Canvassers

GENERAL ORDINANCE NO. 28-22

**AN ORDINANCE
AMENDING SECTION 2-290(a),
GREEN BAY MUNICIPAL CODE,
RELATING TO BOARD OF ABSENTEE BALLOT CANVASSERS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1.

Section 2-290(a), Green Bay Municipal Code, is hereby amended to read:

(a) The Common Council hereby establishes the Municipal Board of Absentee Ballot Canvassers as designated under Wis. Stats. § 7.53(2m). The Board of Absentee Ballot Canvassers shall be composed of the City Clerk, or a qualified elector of the City designated by the Clerk, and two (2) other qualified electors of the ~~County~~ City appointed by the ~~City~~ Clerk. ~~The first term for the members of the Board of Absentee Canvassers will expire on December 31, 2016. For subsequent terms, the members of the Board of Absentee Ballot Canvassers shall serve two-year terms commencing on January 1 of each odd~~ even-numbered year, except that any member appointed to fill a permanent vacancy shall serve for the unexpired term of the original appointee.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this 20th day of December 2022.

APPROVED:

Mayor

ATTEST:

Clerk

law
December 20, 2022



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # M.7

To approve General Ordinance 27-22 Relating to Elected Officials.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 27-22 Relating to Elected Officials

GENERAL ORDINANCE NO. 27-22

AN ORDINANCE
AMENDING SECTION CODE SECTION 2-122,
GREEN BAY MUNICIPAL CODE,
RELATING TO ELECTED OFFICIALS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2-122(b), Green Bay Municipal Code, is hereby amended to read:

Election; term. The Municipal Judge shall be elected at large and shall be an attorney at law licensed to practice in the State of Wisconsin. The term shall be four years commencing ~~May 1 succeeding the election~~ **on the third Tuesday of April in the year of election.** Mid-term vacancies in the office of Municipal Judge shall be filled by special election to be held not less than 55 days nor more than 70 days after the Council has ordered such election.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this 20th day of December, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

Law
December 20, 2022



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # M.8

To refer to staff a request by Ald. Scannell (District 7) for consideration with possible action on requesting the Greater Green Bay Blueprint to Prevent and End Homeless to report to Council 2x's/year.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-12-08 Dist 7 to P and P



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

Consideration with possible action on requesting the Greater Green Bay Blueprint to Prevent and End Homeless to report to Council 2x's/year.

Upon completing this form, please email it to the City Clerk.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # M.9

Informational Only: The Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 22LiqVio
2. Report December 12 2022

2022 LIQUOR VIOLATIONS

[illegible]

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: December 12, 2022

From November 28, 2022, to December 12, 2022, there have been no liquor violations, no DA referrals, no ordinance violations and no property referrals.

Sincerely,

**LT. STEVE MAHONEY
DISTRICT POLICING**

sp



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # M.10

Informational Only: The Clerk's Office Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 12.6.2022 CLERK'S OFFICE LIQUOR LICENSING REPORT

**Licenses Granted By Common Council, but not yet
Issued as of (12/7/2022):**

COMPANY NAME	TRADE NAME	ADDRESS	TYPE	APPROVER	LICENSE GRANTED
Confetti's, Inc. (Renewal)	Confetti's	217 E. Walnut St.	"Class B" Liquor & Class "B" Beer License	Inspections	License Start Date of 7/1/2022
Taqueria Maldonado's Main Street LLC (Renewal)	The Razz by Maldonado's	400 Schoen St.	"Class B" Liquor & Class "B" Beer License	Inspections	License Start Date of 7/1/2022 (Council Granted Extension on 9-20-2022 to anticipated opening date end of November).
1001 Club, LLC	1001 Club	1001 Main St.	"Class B" Liquor & Class "B" Beer License	Inspections	Granted 9/20/2022 with waiver in 60-day opening requirement (anticipated opening Nov. 30)
Catering With Taste, Inc.	Catering With Taste	618 Gray St.	"Class B" Liquor & Class "B" Beer License	Inspections	Granted 9/20/2022
R&D and Restaurant Holdings LLC	Delilah's	115 N. Adams	"Class B" Liquor and Class "B" Beer License	Inspections	Granted 12/6/2022

Summary of Licenses Granted and Issued for Available Liquor Licenses:

The City of Green Bay has a quota of 172 Class B Combination Liquor and Beer licenses under state law.

The City of Green Bay issued 167 of the 172 available Class B Combination Liquor and Beer licenses.

The City granted 5 licenses that have not yet been issued (see page 1).

The Clerk's Office cannot take any more applications for available liquor licenses at this time.

The City of Green Bay set forth by resolution that available liquor licenses are considered to those who apply with fully completed applications and first in time.

Liquor License Checklist:

(<https://greenbaywi.gov/264/Liquor-Sales---New-Establishments>)

The Clerk's Office shall only accept the number of applications that we have available licenses.

Summary of Licenses Granted and Issued for Reserve Liquor Licenses:

The City of Green Bay has a quota of 23 Class B Combination Liquor and Beer Reserve licenses under state law.

The City of Green Bay has 1 Class B Combination Liquor and Beer Reserve issued.

The City of Green Bay has 1 Class B Combination Liquor and Beer Reserve license pending.

The difference between a Reserve and available liquor license is that a reserve is at a cost of a one-time non-refundable \$10,000 issuance fee (plus license fee). The license shall not be transferred or surrendered.

**REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES**

December 20, 2022

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Berg, Mariah J
Boesen, Bailey E
Casiano Torres, Tanairy B
Curtis, Keele R
Edlebeck, Alyssa M
Ehrfurth, Brianna M
Figueroa-Sierra, Jennifer A
Hawkins, Kelly K
Huebner, Amy L
Kelly, Rebecca R
Kittell, AsiaMarie D
Linares, Kianna L
Lunn-Fay, Amanda M
Mateyka, Grace M
Mosqueda, Diana
Pesmark, Mathew R
Renovato, Lorendy J
Reynolds, Makenna E
Shalifoe, Sami M
Thomas, Tanisa D
Thoreson, Jasmine M
Tiwari, Ramu
Wiegel, Kyle G



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # O.I

To approve the purchase of FortiNet EPP-APT, EDR/MDR and MultiFactor Authentication software and support for 36 months for total cost of \$154,125.00.

BACKGROUND

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

- I. Forti Client



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

TO: Finance Committee

FR: Thomas J. Walenski

DT: December 7, 2022

RE: Purchasing Request

Cc: Diana Ellenbecker, Pam Manley

Report by Mike Hronek, Thomas J. Walenski

Discussion and possible approval on the purchase of Forti Client EPP-APT Equipment, EDR/MDR, MultiFactor Authentication and support.
This is a ARPA Funding Source 218120-55150-83098

This purchase aligns us with best practices for cybersecurity recommended by our insurance provider. This Purchase includes equipment and maintenance service for 36 months (see bid summary) . Total cost of ownership \$154,125.00

FortiClient-EPP/APT (on premise deployments) 3-year FortiClient VPN/ZTNA Agent and EPP/APT Subscriptions with 24x7 FortiCare for 2000 endpoints. Zero Trust Network Access (ZTNA) is an element of zero trust access that focuses on controlling access to applications. ZTNA extends the principles of zero trust access (ZTA) to verify users and devices before every application session. This confirms that they meet the organization's policy to access that application. The EPP/APT Edition of FortiClient expands on the capabilities of the ZTNA Edition by adding AI-based next-generation antivirus (NGAV), endpoint quarantine, and application firewall, as well as support for cloud sandbox. This will be deployed on all servers, laptops, personal computing devices and phones.

FortiEDR Discover, Protect and Respond and Standard MDR 3 Year FortiEDR Discover, Protect and Respond and Standard MDR Subscription and 24x7 FortiCare. FortiEDR delivers real-time, automated endpoint protection with the orchestrated incident response across any communication device, including workstations and servers with current and legacy operating systems as well as manufacturing and OT systems, all in a single integrated platform, with flexible deployment options and a predictable operating cost.

FortiCare BPS Subscription for FortiEDR 3 Year FortiEDR Best Practice Service. Provides direct access to Fortinet product experts.

Fortinet FortiAuthenticator. Two-MultiFactor Authentication methods based on device i.e. storage, servers, personal computing device, laptops, tablets, phones.

Respectfully Submitted

Thomas J. Walenski
City of Green Bay – Procurement Manager

CITY OF GREEN BAY BID SUMMARY
RFB #2022-64 Forti Client EPP-APT

DEPT: IT			REQ #		VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		VENDOR #5	
Planholders: 11 Vendors			CC#		ACP CREATIVIT dba CAMERA CORNER		VANGUARD COMPUTERS INC - State Contract Pricing		INFRATACTIX LLC		OPTIV		RMM SOLUTIONS INC	
ISSUED: 11/10/22			DUE: 12/1/22		Green Bay		Brookfield		Middleton		Denver CO		Wausau	
QTY	UNIT	DESCRIPTION	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
1	EA	FC3-10-EMS04-429-01-36 FortiClient-EPP/APT (on premise deployments) 3-year FortiClient VPN/ZTNA Agent and EPP/APT Subscriptions with 24x7 FortiCare for 2000 endpoints	\$ 82,325.00	\$ 82,325.00	\$ 82,312.00	\$ 82,312.00	\$ 98,960.40	\$ 98,960.40	\$ 79,549.34	\$ 79,549.34	\$ 90,076.60	\$ 90,076.60		
6	EA	FC1-10-FEDR1-349-01-36 FortiEDR Discover, Protect and Respond and Standard MDR 3 Year FortiEDR Discover, Protect and Respond and Standard MDR Subscription and 24x7 FortiCare for 25 endpoints	\$ 7,190.00	\$ 43,140.00	\$ 6,695.00	\$ 40,170.00	\$ 7,115.61	\$ 42,693.66	\$ 6,482.55	\$ 38,895.30	\$ 7,799.20	\$ 46,795.20		
1	EA	FC1-10-EDBPS-310-02-36 FortiCare BPS Subscription for FortiEDR 3 Year FortiEDR Best Practice Service for up to 999 Endpoints/users	\$ 4,695.00	\$ 4,695.00	\$ 15,205.00	\$ 15,205.00	\$ 18,232.50	\$ 18,232.50	\$ 14,620.68	\$ 14,620.68	\$ 5,531.91	\$ 5,531.91		
1	EA	FAC-VM-BASE Fortinet FortiAuthenticator VM – License – 100 User, Unlimited vCPU	\$ 1,005.00	\$ 1,005.00	\$ 1,263.00	\$ 1,263.00	\$ 1,447.60	\$ 1,447.60	\$ 1,059.71	\$ 1,059.71	\$ 1,225.00	\$ 1,225.00		
1	EA	FAC- VM-1000-UG FACFortinet FortiAuthenticator VM – Upgrade License – 1000 User	\$ 1,400.00	\$ 1,400.00	\$ 2,250.00	\$ 2,250.00	\$ 2,609.20	\$ 2,609.20	\$ 1,910.05	\$ 1,910.05	\$ 2,207.98	\$ 2,207.98		
1	EA	FTM-ELIC-1000 Fortinet FortiToken Mobile – License – 1000 User – Electronic Handheld	\$ 20,175.00	\$ 20,175.00	\$ 22,390.00	\$ 22,390.00	\$ 25,806.00	\$ 25,806.00	\$ 18,891.17	\$ 18,891.17	\$ 21,837.77	\$ 21,837.77		
1	EA	FC2-10-0ACVM-248-02-36 Fortinet FortiCare – Renewal – 3 Year – Service- 24x7 – Technical - Electronic	\$ 1,385.00	\$ 1,385.00	\$ 1,385.00	\$ 1,385.00	\$ 1,663.37	\$ 1,663.37	\$ 1,337.10	\$ 1,337.10	\$ 1,514.04	\$ 1,514.04		
TOTAL:				\$ 154,125.00		\$ 164,975.00		\$ 191,412.73		\$ 156,263.35		\$ 169,188.50		
LEAD TIME:			120 Days		5-10 Business Days		15 Days		In Stock & Electronic		3-5 Business Days			
PAYMENT TERMS: NET 30														
EARLY PAYMENT DISCOUNT:			Net 30		Net 30		Net 30		Net 30		Net 30		Net 30	
COMPANY ACCEPTS P-CARD PAYMENTS:			Yes		No		No		Yes		No		No	
BID COMPLIANT:			Yes		Yes		Yes		NO - See *Note Below		NO - See *Note Below			

*Note: Optiv and RMM Solutions acknowledged but did not sign and return the Addendum #1 Document.

Recommendation: Award to the lowest responsive, responsible vendor ACP CreativIT dba Camera Corner in the amount of \$154,125.00



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # O.2

To approve the acceptance of the State of Wisconsin Department of Administration Neighborhood Investment Fund Grant program for \$5,000,000 as part of the American Rescue Plan Act of 2021.

BACKGROUND

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

- I. Neighborhood_Investment_Fund grant

JBS Site - Project Description

JBS Food Group has donated approximately 25.6 acres to the City of Green Bay for purposes of expanding housing opportunities and creating an exemplary community park and other unique amenities. The project could include but is not limited to the following:

New Housing Opportunities – This will include housing that ranges from urban to suburban styles and densities, income levels from 30-120% of the area median income, and rentals to owner-occupied units. Sustainable designs and practices will be expected. Opportunities for home ownership disenfranchised populations will be strongly encouraged.

New Community Park – The City seeks to design and build a new community park facility that will maximize accessibility and inclusivity for persons with physical disabilities as well as hearing, vision and learning disabilities. It will also provide recreational opportunities for seniors, adults and children. The Park will also be designed to include programmable space available to all Green Bay residents.

Urban Farm – The City is seeking ideas on designing and implementing an urban farming concept that uses otherwise unbuildable areas of the site. The farm would be scaled to focus on family sustaining levels of production, with potential training and support facilities (e.g. a commercial kitchen) that could help scale up levels of production to serve farmers markets, restaurants or institutional markets. Educational programming and job training for disenfranchised populations is highly desirable.

Improved Infrastructure Connections – The City intends to improve street and utility connections through this site which should improve service levels to the entire neighborhood.

Project Need

The City of Green Bay is pursuing this high priority project for several reasons:

- Providing housing at prices that match income needs of the area. JBS Foods has been in regular communication with the City regarding the difficulty in hiring and the lack of available housing for employees. The City's housing market study and needs assessment completed in October of 2020 documented the need for additional units, including those matching prices with jobs available at JBS. The City intends to pursue a wide range of housing options, and a demonstration project for sustainable building practices.
- Investing and improving overall neighborhood conditions. The project area is located in a qualified census tract (55009001600) and is one of the more challenging neighborhoods within the City. Imperial Lane is a dead-end street and is experiencing a decline in property conditions, nuisances and crime. This project will reconnect this neighborhood with the surrounding area, provide additional resources, and serve as a catalyst for further public and private reinvestment.
- A unique, active Community-scale park will be a regional draw, increase property values, and reintegrate this area into the rest of the surrounding neighborhood. This park will be accessible to residents of any age or ability and not otherwise available elsewhere.
- A scalable urban farm concept is consistent with the sustainability goals of the City. The project will provide educational opportunities for students through partnerships with NE WI Technical

College and Brown County. Urban farm users can partner with the Kroc Center and their certified commercial kitchen as well as the School District food prep facility located directly adjacent to the project site.

Project Readiness

- The City has taken ownership of the site, and has commitment of \$500,000 from JBS towards the project.
- The City has hosted the first of several public engagement meetings on the project in October.
- City staff completed a preliminary review of the development constraints on the site in 2021, including wetlands, utility easements, etc.
- The City is working with Brown County and NE WI Technical College on developing and coordinating the Urban Farm portion of the project.
- The intended project schedule is as follows:
 - The City is currently preparing a request for proposals for development concepts for the site, which should be issued in January 2022.
 - Preferred developer to be selected by Spring 2022, with a development agreement in place by Summer of 2022.
 - Zoning and infrastructure design to be completed by Fall 2022.
 - Transfer of the property to the preferred developer by end of 2022.
 - The City Parks Department will be designing the community park facility starting in late 2022.
 - Design engineering for all phases of the site completed by Spring 2023.
 - Site grading and infrastructure construction to begin by Spring of 2023, with development construction beginning by Fall of 2023.
 - Urban Farm established and operating by Summer 2024.
 - Community Park construction started and completed by Fall 2024.
 - Private development schedule will be provided by the preferred development team as part of their RFP response.

Capacity to Deliver

The selected project from the RFP process will be expected to continue to work with existing network of partners including but not limited to adjacent property owners, JBS Foods leadership, JBS Foods employees, existing neighborhood residents, United Way, Salvation Army, Green Bay Area School District, Village of Bellevue leadership, local students, UW Green Bay, UW Extension, and NE Wisconsin Technical College.

The City's implementation of Shipyard project will be overseen by the Economic and Community Development Department, under the guidance and direction of the Mayor.

Project Manager: Community and Economic Development Director

Project Team:

- Day to day project management will handled by the Economic Development Specialist
- Project reporting will be the responsibility of the Economic Development Specialist in coordination with the Mayor.
- Infrastructure design will be conducted by the City's Public Works Department and Parks Department.
- Any requirements related to development agreements or purchase agreements will be coordinated through the City Attorney's office.
- Coordination with any other funding programs would be done by the City's Economic Development Specialist, who already coordinates our efforts with EPA, DNR, and WEDC.
- Any consideration for financial assistance from any prospective private developers would be reviewed by the City of Green Bay's Redevelopment Authority and City Council.
- The City has also successfully utilized a competitive RFP process for the selection of developers and/or projects in the past.

GRANT AGREEMENT
STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
and
CITY OF GREENBAY
NEIGHBORHOOD INVESTMENT FUND GRANT PROGRAM

THIS GRANT AGREEMENT is made and entered into for the period March 3, 2021 through December 31, 2024 (“Performance Period”) by and between the Wisconsin Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and CITY OF GREENBAY (“Grantee”).

RECITALS

WHEREAS, the Department has received funds from the United States Department of the Treasury pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) to be used for the purposes specified in the ARPA; and

WHEREAS, on August 24, 2021 Governor Tony Evers announced the launch of a \$200 million Neighborhood Investment Fund Grant Program (“Program”) providing grants to local and Tribal governments to help neighborhoods recover from negative effects of the COVID-19 pandemic with a particular focus on addressing the needs of residents living in communities disproportionately impacted by the pandemic; and

WHEREAS, Governor Evers instructed the Department to utilize ARPA funds for the Program and to award grants to eligible applicants for eligible activities; and

WHEREAS, on behalf of the State, the Department administers the Program through its Division of Enterprise Operations (“Division”); and

WHEREAS, Grantee is an eligible applicant for participation in the Program; and

WHEREAS, it is the intention of the parties to this Grant Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved a Grant Award to Grantee in the amount set forth below;

NOW, THEREFORE, in consideration of their mutual promises and benefits the parties hereto agree as set forth in the Grant Agreement Terms and Conditions on the following pages.

IN WITNESS WHEREOF, the Department and Grantee have executed this Grant Agreement as of the date this Grant Agreement is signed by both parties’ authorized representatives.

CITY OF GREENBAY

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

BY: _____
(signature)

BY: _____
(signature)

NAME: _____
(print)

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PROJECT ID: _____

UEI #: _____

GRANT AGREEMENT TERMS AND CONDITIONS

ARTICLE 1. AMOUNT OF GRANT AND PURPOSE

The Department agrees to disburse to Grantee a total amount not to exceed \$ **5,000,000** (the “Grant Award”) to be used by Grantee solely for the purpose of paying for Eligible Expenses as defined in Article 5. The Department’s payment obligations to Grantee under this Grant Agreement shall not exceed, in the aggregate, the Grant Award. The Grant Award shall be disbursed to Grantee in periodic payments as set forth in Attachment C. The Department reserves the right to reduce the award amount to account for proposed expenditures that do not meet the requirements of ARPA, 2 C.F.R. Part 200 (Uniform Guidance) requirements or the intent of the Program.

ARTICLE 2. GRANT AGREEMENT DOCUMENTS

This Grant Agreement, including the documents annexed hereto as Attachments A-I, constitute the complete agreement of the parties. The Attachments are as follows:

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Semi-Annual Report and Payment Request
- Attachment D – Source of Funds
- Attachment E – Method of Payment
- Attachment F – Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds
- Attachment G – Completed Grant Application
- Attachment H – Grant Announcement
- Attachment I – Additional Conditions

ARTICLE 3. PERIOD OF PERFORMANCE

The Performance Period is March 3, 2021 through December 31, 2024, as defined on the first page of this Grant Agreement. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period.

ARTICLE 4. AGREEMENT ADMINISTRATION

The Department employee who shall serve as the Department’s primary point of contact for purposes of administration of this Grant Agreement shall be Jana Steinmetz, Administrator, Division of Enterprise Operations, or such other person as the Department shall identify to Grantee in writing.

Grantee’s employee who shall serve as Grantee’s primary point of contact for purposes of administration of this Grant Agreement is listed below and shall represent Grantee’s interest regarding Grant Agreement performance, financial records, and related considerations. The Department shall be immediately notified in writing of any change of this designee.

Each person signing this Grant Agreement on behalf of Grantee certifies and attests that Grantee’s respective Articles of Organization, Articles of Incorporation, By-Laws, Member’s Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

All correspondence, notices or requests under this Grant Agreement shall be in writing, in electronic form, to the addresses listed below:

To the Department: Jana Steinmetz
Administrator, Division of Enterprise Operations
Department of Administration
E-mail: NeighborhoodInvestmentFundProgram@wisconsin.gov

To Grantee: Name:
Title:
Email:
Phone:

ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

Grantee shall prepare and submit a Scope of Work for Grantee's project in the form of Attachment A and a Budget in the form of Attachment B. The Scope of Work shall set forth the major activities the Grantee will perform and the deliverables Grantee will provide for the project. The Budget shall set forth the amounts of the Grant Award that Grantee reasonably anticipates spending on various goods and services necessary to accomplish the tasks set forth in the Scope of Work. All amounts must be for Eligible Expenses as defined below.

"Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) consistent with the intent and scope of the Program.

All modifications to the Scope of Work or Budget must be submitted to the Department for approval, and may require a signed written amendment agreed to by both parties if required by Department policy. Reasonable modifications to the Scope of Work or Budget may be approved by the Department if the modified expenses comply with ARPA, 2 C.F.R. Part 200 (Uniform Guidance), and the requirements of this Article, and are consistent with the intent and scope of the Program. The Department reserves the right to disapprove any requested modifications to Grantee's Budget or Scope of Work. Modifications shall not result in the budget exceeding the Grant Award.

All expenses must meet the requirements of ARPA and all rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ARPA funds, including 2 C.F.R. Part 200 (Uniform Guidance), and be consistent with the intent and scope of the Program. The Department reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Ineligible expenses include, but are not limited to: costs incurred in submitting an application; taxes (except sales taxes on Eligible Expenses); work stipends or wage subsidies (except approved personnel expenses); funding advocacy or lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ARPA or 2 C.F.R. Part 200 (Uniform Guidance).

Grantee shall hold the State harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal or state agencies or by

the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the State or the federal government.

Grantee will return to the Department or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

Grant award funds shall be paid to Grantee according to the schedule set forth on Attachment C. Prior to receiving each advance of funds, Grantee shall provide to the Department a payment request and reporting form in accordance with Attachment C. The Department reserves the right to cease or revise payments of Grant Award funds or impose additional conditions, pursuant to Article 25 and Attachment I, in the event Grantee fails to report adequate progress toward achieving the activities outlined in Attachment A.

ARTICLE 7. METHOD OF PAYMENT

The method of payment is set forth in Attachment E.

Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Grant Agreement.

ARTICLE 8. REPORTING REQUIREMENTS

Grantee understands that the Department is required to submit quarterly and annual reports to the U. S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021. In addition, the Department has public transparency obligations and subrecipient monitoring responsibilities under 2 C.F.R. Part 200 (Uniform Guidance).

At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.F.R. 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department deems necessary.

Grantee's reporting obligations are further set forth in Attachment C, unless more frequent or enhanced reporting is required pursuant to Article 25 and Attachment I.

ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES

In addition to the other provisions of this Grant Agreement, the Grantee hereby warrants and represents:

- a) Grantee's statements and representations in its grant application (Attachment G) are true and correct and Grantee has read and understands the requirements set forth in this Grant Agreement and the grant announcement.
- b) All information disclosed by Grantee to the Department in the course of its evaluation of Grantee's eligibility for funds is complete and accurate and does not contain any untrue statement of a material

fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

- c) Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Grantee's ability to perform its obligations under this Grant Agreement or to otherwise engage in its business.
- d) Grantee has all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.
- e) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- f) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not listed on the Wisconsin Department of Transportation Listing of Debarred, Suspended and Ineligible Contractors.
- g) Grantee is not listed on the Wisconsin Department of Revenue Delinquent Taxpayer List.
- h) Grantee is not listed on the Department's Ineligible Vendors Directory.
- i) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, during the four years preceding Grantee's execution of this Grant Agreement have not been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) transaction; ii) violation of federal or state antitrust statutes; iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; iv) making a false statement; or v) receiving stolen property.
- j) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, are not presently indicted, criminally charged, civilly charged, or under investigation for, any of the offenses identified in paragraph (i) above.
- k) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Grant Agreement is executed by the parties and shall survive the termination thereof.

In the event the Department discovers that any of the above is false or misleading in any material respect Grantee shall return to the Department the entire amount of the Grant Award as set forth in Article 21. If Grantee becomes non-compliant with any of the above from activity occurring during the Performance Period, Grantee shall immediately notify the Department and the Department may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award. The Department's rights to recoupment as set forth herein shall survive the termination of this Grant Agreement.

ARTICLE 10. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in the grant application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement ARPA. Grantee agrees to comply with the U.S. Constitution, applicable Federal statutes, regulations, and the terms and conditions of this Grant Agreement and the federal award (as outlined in Attachment F).

Grantee must immediately disclose in writing to the Department all violations of Federal and state criminal law potentially affecting the Grant Award or the State's Federal award, including but not limited to all offenses identified in section 9(i) of this Grant Agreement.

Specifically, as further specified in Attachment F, Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R Part 22, and herein incorporated by reference and made a part of this Agreement.

ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Grant Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Awards estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by Grantee. Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall submit the plan to the Department of Administration, Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this Grant Agreement, or the withholding of funds.

ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

With respect to funds received by Grantee under this Agreement, for each payment or distribution of funds made by Grantee to third-parties, including subrecipients, contractors, and beneficiaries, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of 2 C.F.R. Part 200 (Uniform Guidance), and the affirmative action requirements set forth in Article 12.

ARTICLE 14. INTERNAL CONTROLS

Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS

Grantee shall maintain all Grant Award funds in a separate bank account used exclusively for the Grant Award funds or specifically identify the Grant Award funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grant Award funds shall be used only for purposes of Eligible Expenditures pursuant to this Grant Agreement. Grant Award funds shall not be intermingled with funds received from any other source, including but not limited to other grant awards received from the State pursuant to ARPA or the Coronavirus Relief Fund. Additional requirements of Grantee’s financial management system are set forth in Article 16 below.

ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM

Grantee shall maintain a financial management system that complies with the requirements of 2 C.F.R. § 200.302, all other rules, regulations and requirements of the funding source described in Attachment D and with standards established by the Department to assure funds are spent in accordance with law. The financial management system shall permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

Grantee shall assure that accounting records for funds received under this Grant Agreement are sufficiently segregated from other agreements, programs, and/or projects.

Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee’s chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by the Department.

Grantee’s financial management system shall further provide for the following:

- a) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must

include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

- b) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. §§ 200.328 and 200.329.
- c) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d) Effective control over, and accountability for, all funds, property, and other assets. Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Comparison of expenditures with budget amounts for each Federal award.
- f) Written procedures to implement the internal control requirements of 2 CFR § 200.303.
- g) Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, subpart E, the terms and conditions of the Federal award and this Agreement.

ARTICLE 17. PROCUREMENT STANDARDS

Grantee shall maintain documented procurement procedures that conform to the procurement standards identified in 2 C.F.R. §§ 200.317 through 200.327. Grantee must maintain written standards of conduct governing procurement and the selection, award and administration of contracts that prohibit real or apparent conflicts of interest. No employee, officer, or agent of Grantee who has a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by Grant Award funds.

All costs incurred by Grantee and paid for with Grant Award funds must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

During and for a period of five (5) years from the end of the Performance Period, Grantee shall maintain copies of all documents, including electronic documents and files, relating to Grantee's participation in the Program, including but not limited to all documents relating to goods and services purchased using Grant Award funds.

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer

files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

Pursuant to Wis. Stat. § 19.36(3), all records of Grantee that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request.

ARTICLE 19. AUDIT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees, or their assignees, that expend more than \$750,000 of federal award funds in Grantee's fiscal year shall have a certified annual audit performed, pursuant to 2 C.F.R. § 200.501, utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards, consistent with 2 C.F.R. Part 200 (Uniform Guidance) audit provisions, other than such provisions as the Treasury Department may determine are inapplicable to this Grant Award and subject to such exceptions that may be otherwise provided by Treasury Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Please review DOA's Single Audit Compliance Supplement for details on submission of the reporting package. <https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>.

ARTICLE 20. NO DUPLICATION OF FUNDS

No duplication of payment or reimbursement from another funding source is permitted. If Grantee receives funding from another source that is used to pay for or reimburse any expenditure that was reimbursed with funds received pursuant to this Grant Agreement, Grantee will notify the Department, withdraw the claimed expenditure to the extent covered by another source, and (a) utilize the funds received under this Grant Agreement for other Eligible Expenses sufficient to cover the payment received for the withdrawn expenditure during the Performance Period, or (b) repay the amount to the Department.

ARTICLE 21. REIMBURSEMENT OF FUNDS TO DEPARTMENT

Grantee shall be responsible for reimbursement to the Department for any disbursed funds which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 22. INDEMNIFICATION

In carrying out the provisions of this Grant Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Grant Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third-parties to perform services or otherwise supply products or services.

Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Grant Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 23. SUBLET OR ASSIGNMENT OF AGREEMENT

Except for work expressly attributed to sub-recipients and partners in Grantee's grant application, Grantee, its agents, sub-recipients, and subcontractors shall not sublet or assign all or any part of the work under this Grant Agreement without prior written approval of the Department. The Department reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State and Department bear no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 24. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the State and the employer of such person or persons.

Grantee, its agents and employees shall observe all applicable provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 25. ADDITIONAL CONDITIONS

The Department may impose additional conditions as needed, pursuant to 2 C.F.R. § 200.208(b), by providing written notice to Grantee, as set forth in Attachment I. The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in the Department pursuing remedies consistent with 2 C.F.R. § 200.339, including a decision to suspend or cease payment of Grant Award funds.

ARTICLE 26. SUSPENSION OF PAYMENTS FOR FAILURE TO PERFORM

The Department reserves the right to suspend or cease payment of Grant Award funds if required reports are not provided to the Department on a timely basis or if sufficient performance of grant activities is not evidenced. The Department further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the Department and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.

ARTICLE 27. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation.

Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Grant Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund upon written demand to Grantee any payment made by the Department to Grantee that exceeds actual approved costs incurred in carrying out the Program as of the date of termination.

ARTICLE 28. AMENDMENT

This Grant Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 29. SEVERABILITY

If any provision of this Grant Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Grant Agreement.

ARTICLE 30. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.

ARTICLE 31. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 32. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

[Attachments on following pages]

ATTACHMENT A
CITY OF GREENBAY
SCOPE OF WORK

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

1. Scope of Work:

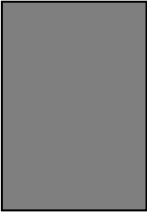
In the space provided below, please provide a detailed description of your project, including the project’s location, approximate dimensions (e.g., approximate square footage), its major features, any utility or infrastructure work necessary, as well as a description of the community (geographic, demographic) the project will serve. If you have a site plan/s for any construction that will occur, please attach it as Attachment A below.

2. Timetable

Please insert below a description of the major tasks to be completed for your project (e.g., breaking ground on construction, completion of a building or remodel, commencement of new services) and the estimated dates on which they will occur.

Estimated Due Date	Activity
	Estimated Project Completion Date

Attachment A: Site Plan



Attach your Site Plan here.

Save and name the file with the following file name:

organization_legal_name_Attachment_A_Site_Plan

ATTACHMENT B
CITY OF GREENBAY
BUDGET
NEIGHBORHOOD INVESTMENT PROGRAM

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

	Cost Category	Grant Funds	Cost Share (e.g. Match)	Total
A	Advertising			
B	Construction - New			
C	Construction - Remodel/Renovation			
D	Construction - Utility			
E	Construction - Remediation			
F	Construction - Contingency			
G	Depreciation			
H	Equipment			
I	Insurance			
J	Participant Support Costs			
K	Personnel - Salaries			
L	Personnel - Fringe Benefits			
M	Professional Services			
N	Real Property Acquisition			
O	Rental of Real Property & Equipment			
P	Supplies			
Q	Travel			
R	Vehicle Acquisition			
S	Other			
T	Other			
U	Other			
V	Other			
W	Other			
X	Other			
Y	Other			
Z	Other			
AA	Subawards (e.g. subrecipients) – Total Direct			
BB	Subawards (e.g. subrecipients) – Total Indirect			
CC	Program Income			
DD	Indirect Costs			
EE	Total Direct (<i>Sum rows A through AA</i>)			
FF	Total Indirect (<i>Sum rows BB and DD</i>)			
GG	Project Total (gross) (<i>Sum rows EE and FF</i>)			
HH	Project Total (net) (<i>Subtract row CC from Row GG</i>).	\$	\$	\$

BUDGET COST CATEGORIES NEIGHBORHOOD INVESTMENT PROGRAM

In accordance with Federal regulation [2 CFR 200 Subpart E Cost Principles](#), all costs must be allowable, reasonable, allocable, and eligible. Certain costs may require pre-approval and additional details if not already itemized and approved in the Grantee's application budget.

The following table provides summary information intended to assist in the assignment of costs to the correct budget cost category. The description is not intended to provide comprehensive information related to allowable costs or other requirements a cost may be subject to. Grantees are encouraged to review the applicable sections of the Grant Agreement for further references to cost requirements.

Cost Category		Description
A	Advertising	Costs of advertising media and corollary administrative costs. In general, only advertising costs related solely to program outreach are allowable.
B	Construction - New	Erection of new structures or other improvements necessary for and as part of the approved project. Examples of eligible costs include materials and labor used for construction of the physical structure, as well as related engineering, architecture, site preparation, and demolition costs.
C	Construction - Remodel/Renovation	Minor and major alterations or additions to existing structures or other improvements as part of the project. Examples of eligible costs include materials and labor used to create the remodeled/renovated structure, as well as engineering, architecture, site preparation and demolition costs.
D	Construction – Utility Service	Costs associated with new utility service or utility service upgrades to support approved project construction costs. Only includes the costs associated with providing utility service to the project building or grounds (e.g., connecting to water and sewer, upgrading electrical service capacity). Allowable only with written pre-approval from the Department.
E	Construction - Remediation	Certain construction, site or structure costs associated with site decontamination, removal of hazardous substances, or environmental remediation that are allowable and necessary to complete an approved project. Allowable only with written pre-approval from the Department.
F	Construction - Contingency	Estimate of future costs associated with possible events or conditions arising from causes the precise outcome of which is indeterminable at the time of estimate, and that experience shows will likely result, in aggregate, in additional costs for the approved activity or project. Amounts for major project scope changes, unforeseen risks, or extraordinary events may not be included. Calculation of contingency amounts must be reasonable and documented.
G	Depreciation	The method for allocating the cost of fixed assets to periods benefitting from asset use. If depreciation is being claimed as a project cost, the depreciation allocation methodology must comply with the Federal requirements set forth in 2 C.F.R. sec. 200.436.
H	Equipment	Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by Grantee for financial statement purposes, or \$5,000.
I	Insurance	Insurance costs incurred in connection with the approved project.

J	Participant Support Costs	Direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.
K	Personnel - Salaries	Direct costs for the salaries, wages, and allowable incentive compensation for those individuals who are employees of the Grantee who will perform work directly for the project. Grantee must maintain records of the employee type, employee number, rate of pay and percent of time and/or actual time devoted to the project. Timesheets or other similar documentation must be maintained. Employee compensation must not be greater than that paid for similar work not funded by the grant. Additional requirements apply.
L	Personnel - Fringe Benefits	Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity
M	Professional Services	Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the Grantee. Costs must be reasonable in relation to the services rendered and payment cannot be contingent on the receipt of grant award funds.
N	Real Property Acquisition	Costs associated with purchase of land, air rights, easements, water rights, rights-of-way, structures or improvements, or other interests in real property that directly supports the approved project, and vests with the Grantee indefinitely. Note that real property may not be sold, encumbered, or otherwise disposed of without the consent of DOA and/or the U.S. Department of the Treasury. See 2 C.F.R. sec. 200.311.
O	Rental of Real Property & Equipment	Costs associated with rental of property and equipment (including vehicles). Does not include rental costs that may be included in travel or as an indirect cost.
P	Supplies	All tangible personal property <i>other than</i> those included in the definition of “equipment” above. Generally, property with a per item acquisition cost of less than \$5,000. Examples include personal computers, printers, other computer-related items, office furniture, and office supplies, below the dollar-threshold for “equipment”.
Q	Travel	Expenses for transportation, lodging, subsistence, and related items incurred by the Grantee’s employees who are in travel status on official business of the Grantee for purposes of the project. All costs must be reasonable and consistent with Grantee’s written travel policy.
R	Vehicle Acquisition	Direct purchase and associated purchase costs for on-road vehicles. Note that vehicles costing \$5,000 or more may not be sold, encumbered, or otherwise disposed of without the prior approval of DOA and/or the U.S. Department of the Treasury. See 2 C.F.R. sec. 200.313.
S	Other	Provide brief description of cost and amount. May require pre-approval. Must have been included in the Grantee’s original application budget.

AA Subawards (e.g. subrecipients) – Total Direct	Subawards are grant awards made by Grantee to third parties using Grant Award funds. Subawards do not include costs associated with ordinary purchases of goods or services (e.g., hiring a third party to provide professional services). Grantee must maintain oversight and monitoring of subawards in accordance with applicable Federal law.
BB Subawards (e.g. subrecipients) – Total Indirect	Total indirect costs of subaward recipients. See definition of “Indirect Costs” below.
CC Program Income	Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance.
DD Indirect Costs	Costs incurred by the Grantee for a common or joint purpose that benefit more than one cost objective or project and are not readily assignable to specific cost objectives or projects as a direct cost. Typically, indirect costs are general costs of operation, such as the costs of operating and maintaining facilities, depreciation on buildings and equipment, and salaries and expenses of executive officers, personnel administration and accounting. If the Grantee has an existing Federal indirect cost rate, that rate should be used to calculate indirect costs for the project budget. If not, then the Grantee may either use an indirect cost rate of 10% of the total Grant Award or negotiate an agreed indirect cost rate with the Department. Grantee is not required to include an amount on the indirect costs budget line.
EE Total Direct	Total direct costs (include subrecipient and subaward direct costs)
FF Total Indirect	Total indirect costs (include subrecipient and subaward indirect costs)
GG Project Total (gross)	Total allowable project costs (Total Direct plus Total Indirect)
HH Project Total (net)	Net allowable project costs (Project Total costs less Program Income). Must match total award amount.

Cost Share (aka Match)	If the budget included with your grant application identified matching funds or in-kind contributions as part of your project, Federal regulations require that those committed funds or contributions be tracked and properly accounted. Funds or in-kind contributions that are not required for the project should not be included in this category, as anything proposed by Grantee and listed in the “Cost Share” column of your budget is considered voluntary committed cost share and becomes part of the federal award. See 2 C.F.R. § 200.1 (voluntarily committed cost sharing). Matching funds and in-kind contributions committed by Grantee for this project may not also be committed to another state or federal grant project. With certain exceptions, in-kind contributions of goods or services must be valued at their fair market value. Voluntary committed cost share is also subject to 2 C.F.R. 200.306.
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ATTACHMENT C**SEMI-ANNUAL REPORT AND PAYMENT REQUEST FORM****NEIGHBORHOOD INVESTMENT GRANT PROGRAM**

Grantee shall submit Semi-Annual Report and Payment Request Forms every 6 months (semi-annually) for the duration of the Period of Performance for all activities. The first semi-annual report and payment request form will be due for costs incurred and activity performed within the Initial Payment Request Period which begins with the start of the Period of Performance (March 3, 2021) through the date the grant agreement is executed (signed by the awardee organization and the State). Semi-annual reports and payment requests will be required thereafter per the table below. In no event shall grantee submit a request for payment to DOA later than 90 days after the end of the Program's Performance Period.

Report and payment due dates:

Advance Funds Request Period	Semi-Annual Report and Payment Request Form Due	Anticipated Disbursement
Initial Payment Request Period	Within 30 days after Grant Agreement Execution	30 days from submittal of Initial Payment Request
January 1 through June 30	30 days before start of period	January 1
July 1 through December 31	30 days before start of period	July 1

INSTRUCTIONS:

The Program shall make available the Semi-Annual Report and Payment Request Form on the Program website: <https://doa.wi.gov/pages/NeighborhoodInvestment.aspx>

ATTACHMENT D
SOURCE OF FUNDS

Federal Award Identification Number: SLFRP0135

Federal Award Date: May 18, 2021

CFDA #: 21.027 Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: Department of the Treasury

Total Amount of the Federal Award: \$2,533,160,626.50

Amount of Federal Funds Obligated by this Award: \$ 5,000,000

Total Amount of Federal Funds Obligated:

Research & Development: No

Indirect Cost Rate:

ATTACHMENT E

METHOD OF PAYMENT

The Department shall make payment via the method of the Department's discretion. The method of payment will either be via Automated Clearing House (ACH) or mailed check.

If payment is made via check to Grantee, it will be mailed to the following remit-to address:

Address Line 1:

Address Line 2:

City:

State:

Zip code:

Payment shall only be made after the Grant Agreement has been fully executed by Grantee and the Department, any necessary forms are completed by the Grantee and received by the Department, and responses are provided by the Grantee for any questions from the Department within timeframes designated by the Department.

Payments to Grantee that exceed allowable expenses pursuant to the terms of this Grant Agreement, if outstanding at the expiration of this Grant Agreement, shall be repaid to the Department within sixty (60) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for Eligible Expenses during the Performance Period.

ATTACHMENT F**FEDERAL COMPLIANCE REQUIREMENTS FOR
USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS****(Requires Grantee's Signature)**

Grantee agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

A. Federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.
10. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

B. Protections for Whistleblowers.

- 1. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Grantee who has the responsibility to investigate, discover, or address misconduct.
- 3. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- C. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

- D. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- E. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- F. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0135 awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."
- G. Assurances of Compliance with Civil Rights Requirements. As a condition of receipt of federal financial assistance under this Agreement, Grantee provides the following assurances with respect to activities financed in whole or in part by this federal assistance:
1. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
 3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
 4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which

the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees”

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
7. Grantee shall cooperate in any enforcement or compliance review activities by the Department or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Grantee shall maintain a complaint log and inform the Department and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department and the Department of the Treasury if Grantee has received no complaints under Title VI.

9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that made the finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
 10. If Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. If Grantee is a State agency that makes subsequent sub-awards Grantee must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of such sub-recipients.
- H. If the amount of the award under this Agreement is greater than \$100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[signature required on next page]

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

CITY OF GREENBAY

Grantee

By: _____

Name: _____

Date: _____

ATTACHMENT G

COMPLETED GRANT APPLICATION

[Grantee's completed grant application and associated attachments are incorporated by reference.]

ATTACHMENT H

GRANT ANNOUNCEMENT –NEIGHBORHOOD INVESTMENT GRANT PROGRAM

[Available at
<https://doa.wi.gov/DEO/Neighborhood%20Investment%20Fund%20Grant%20Announcement%20update%2011112021.pdf>]

ATTACHMENT I

ADDITIONAL CONDITIONS

The Department may require one or more of the below additional conditions as needed, pursuant to 2 C.F.R. § 200.208(b), by providing written notice to the Grantee. Compliance with such additional conditions shall be a requirement of this Grant Agreement. Additional conditions may include, but are not limited to the following:

- (1) Requiring Grantee to obtain technical or management assistance or training;
- (2) Requiring additional project monitoring, including on-site reviews of program operations;
- (3) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
- (4) Requiring additional, more detailed financial reports (including third party verified) or other documentation;
- (5) Requiring payments as reimbursements; or
- (6) Establishing additional prior approvals.

The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in the Department pursuing remedies consistent with 2 C.F.R. § 200.339, including a decision to suspend or cease payment of Grant Award funds.

Certificate Of Completion

Envelope Id: DCE25F08B6854110A92AF9F16DABB94B

Status: Sent

Subject: Please DocuSign: Neighborhood Investment Fund Grant Agreement

Source Envelope:

Document Pages: 30

Signatures: 0

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Neighborhood Investment Fund Program

101 E. Wilson St.

Madison, WI 53703

NeighborhoodInvestmentFundProgram@wisconsin.gov

IP Address: 165.189.255.21

Record Tracking

Status: Original

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NeighborhoodInvestmentFundProgram@wisconsin.gov

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Signer Events**Signature****Timestamp**

City of Green Bay

diana.ellenbecker@greenbaywi.gov

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Accepted: 9/23/2022 2:30:45 PM

ID: e941fcc1-c872-40b0-96f3-61a0f06d5d52

Jana Steinmetz

Jana.Steinmetz@wisconsin.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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9/20/2022 3:39:12 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Administration (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Administration:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Jessica.Potter@wisconsin.gov

To advise Wisconsin Department of Administration of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Jessica.Potter@wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Administration

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Jessica.Potter@wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Administration

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Jessica.Potter@wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Administration as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Administration during the course of your relationship with Wisconsin Department of Administration.



PROJECT BUDGET & MATCHING FUNDS

CONTRACT #:
(Enter only after Award)

GRANTEE: City of Green Bay - JBS Site

DATE: 11/10/21

ACTIVITY	GRANT FUNDS	MATCH FUNDS <i>(if applicable)</i>	TOTAL COSTS (by Activity)
Land Acquisition	\$ 0.00	\$ 332,969.00	\$ 332,969.00
Housing Development	\$ 1,500,000.00		\$ 1,500,000.00
Community Park	\$ 2,500,000.00	\$ 500,000.00	\$ 3,000,000.00
Urban Farm Concept	\$ 1,000,000.00		\$ 1,000,000.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
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			\$ 0.00
Sub-Total(s):	\$ 5,000,000.00	\$ 832,969.00	\$ 5,832,969.00

Continued on the next page.

CONTRACT #:

(Enter only after Award)

GRANTEE: City of Green Bay - JBS Site

DATE: 11/10/21

Summarize the Match Funding sources and amounts for this Neighborhood Investment project:

Source: JBS Donation (Land)	Amount: \$ \$ 332,969.00	Status: ☐ Pending ☐ Committed ☐ Other ☐ Applied ☒ Secured/Awarded
Source: JBS Donation (Cash)	Amount: \$ \$ 500,000.00	Status: ☐ Pending ☐ Committed ☐ Other ☐ Applied ☒ Secured/Awarded
Source:	Amount: \$	Status: ☐ Pending ☐ Committed ☐ Other ☐ Applied ☐ Secured/Awarded
Source:	Amount: \$	Status: ☐ Pending ☐ Committed ☐ Other ☐ Applied ☐ Secured/Awarded
Source:	Amount: \$	Status: ☐ Pending ☐ Committed ☐ Other ☐ Applied ☐ Secured/Awarded

For any source with a status of "Other" provide a brief explanation (no more than a one-sentence narrative per source).

Documentation to verify that all matching funds have been secured must be submitted in the Grant Application.

Return to:
Joseph R. DeMartin
JBS Green Bay, Inc.
1770 Promontory Circle
Greeley, CO 80634

This instrument Prepared by:
Joseph R. DeMartin
Attorney for JBS Green Bay, Inc.
1770 Promontory Circle
Greeley, CO 80634
(970)347-5516
Joseph.DeMartin@JBSSA.com

Property Appraisers Parcel Identification
(Folio) Number(s):
Parcel 23-243-1
Parcel B-243-4

THIS QUIT-CLAIM DEED, Executed this 22nd day of April, 2021, by

JBS Green Bay, Inc., a Delaware corporation with its principle office being 1770 PROMONTORY CIRCLE, GREELEY, CO 80634, to

second party:
Redevelopment Authority of the City of Green Bay, a Wisconsin public body corporate and politic located at 100 N. Jefferson Street, Room 608, Green Bay, WI 54301.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successor and assigns corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of **TEN Dollars (\$10.00)**, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claim, and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Brown, State of Wisconsin, to-wit:

From a point of beginning obtained as follows:

[See Exhibit A]

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Madison Boyd
Witness Signature

Madison Boyd
Printed Name

Shannon Grassl
Grantor Signature

Name: Shannon Grassl
Authorized Representative of
JBS Green Bay, Inc.

Nikki Richardson
Witness Signature

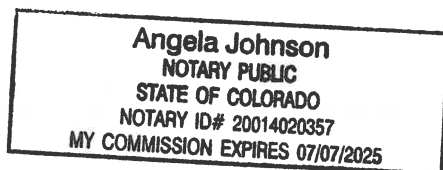
Nikki Richardson
Printed Name

STATE OF Colorado
COUNTY OF Weld

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Shannon Grassl to me known to be the person(s) _____ described in and who executed the foregoing Quit-Claim Deed and that (he) (she) (they) acknowledged before me that (he) (she) (they) executed the same of (his) (her) (their) own will and deed.

I relied upon the following form(s) of identification of the above named person(s) personal knowledge.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July, A.D. 20 21.



[SEAL]

Angela Johnson
Notary Signature

Angela Johnson
Printed Notary Signature

EXHIBIT A

Parcel: 23-243-1

Lot 1 of Volume 53 of Certified Survey Maps, page 221, Document No. 2350722, Map No. 7758, said map being a part of the South ½ of Private Claim 9, East Side of the Fox River, and Part of Lots 1 and 2 of the Subdivision of Private Claims 10 and 11, East Side of the East River, City of Green Bay, Brown County, Wisconsin.

Parcel: B-243-4

Part of the North ½ of Lot 1, Subdivision of Private Claims 10 and 11, East side of the Fox River, in the Town of Bellevue, Brown County, Wisconsin, described as: Beginning at the intersection of the North right of way of the Fox River Valley Railroad and the West right of way of Guns Road; thence north 00 degrees 38 minutes 48 seconds East, 105.94 feet along the West right of way of Guns Road; thence 49.16 feet along said right of way being the arc of a 588.04 foot radius curve to the right whose long chord bears North 03 degrees 02 minutes 29 seconds East, 49.14 feet to the South line of the North ½ of Private Claim 10, East side of Fox River and POINT OF BEGINNING; thence North 63 degrees 38 minutes 31 seconds West, 637.30 feet along said South line; thence North 26 degrees 00 minutes 38 seconds East, 312.94 feet to the North line of said Private Claim 10; thence South 63 degrees 38 minutes 22 seconds East, 184.00 feet along said North line; thence South 26 degrees 21 minutes 38 seconds West 180.00 feet; thence South 63 degrees 38 minutes 22 seconds East, 421.51 feet to the West right of way of Guns Road; thence 137.42 feet along said right of way being the arc of a 588.04 foot radius curve to the left whose long chord bears South 12 degrees 07 minutes 52 seconds West, 137.11 feet to the point of beginning.

Except those portions conveyed to the Brown County Highway Department, recorded with Brown County Register of Deeds Office, as Document Nos. 2128301, 2128302, 2128303, 2202975.

DONATION AGREEMENT

1. **PARTIES.** This Donation Agreement (the "Agreement") is made and entered into this 20th day of April, 2021, by and between the Redevelopment Authority of the City of Green Bay, a Wisconsin public body corporate and politic located at 100 N. Jefferson St., Room 608, Green Bay, WI 54301 ("RDA") and JBS USA Food Company, a Delaware corporation located at 1770 Promontory Circle, Greeley, Colorado ("Donor") (each a "Party," collectively, the "Parties").

2. RECITALS AND PURPOSE.

- 2.1. The Donor commits to provide the RDA with the funds set forth in **Exhibit A** for the sole purpose set forth in **Exhibit A**;
- 2.2. The Donor also commits to provide a donation of certain real property as set forth in **Exhibit A-1**; and
- 2.3. The RDA, in recognition of Donor's commitment, wishes to provide Donor with the benefits set forth in **Exhibit B**.

Accordingly, in consideration of the mutual promises set forth in this Agreement, the parties covenant and agree to the terms and conditions set forth in the following paragraphs.

- 3. **DONATION.** The Donor agrees to disburse to the RDA those funds indicated on the attached **Exhibit A** ("Donation Funds") as a lump sum payment. The Donation Funds shall be used for the sole purpose(s) set forth in **Exhibit A**. Donor further agrees to transfer to the RDA the real property identified in **Exhibit A-1** ("Non-Monetary Donation") (together with the Donation Funds hereinafter referred to as "Gift").
- 4. **RECOGNITION.** In recognition of the Donor's commitment set forth in Section 3 of this Agreement, RDA shall provide Donor with the benefits ("Benefits") set forth in **Exhibit B**.
- 5. **RECEIPT.** Within five (5) business days of receiving the Donation Funds, the RDA shall provide the Donor with a receipt. The receipt must be written on the official letterhead of the RDA and contain the following information: a) the name of the RDA as listed in Section 1 of this Agreement, b) the date the Donation Funds were given, c) the amount of the Donation Funds received, d) a description of the Non-Monetary Gift, and e) either a statement that no goods or services were provided by the RDA in exchange for the Donation Funds or the Gift, or description and good faith estimate (no estimate is need for naming rights) of the value of the Benefits.
- 6. **DONEE TAX STATUS.** The RDA is a Wisconsin public body corporate and politic. The Parties desire that the Gift made by this Agreement to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended, and any other applicable laws governing charitable donations.
- 7. **LICENSE.** The Donor grants to the RDA a nonexclusive, non-transferable, non-sublicensable license to use those trade names, marks and logos owned by the Donor and specified in **Exhibit C** hereto ("Donor Trademarks"), which use shall be limited to that allowed solely in connection with this Agreement; provided, however, that the Donor in its sole discretion from time to time, may change the appearance and/or style of the Donor Trademarks or add or subtract from the list in **Exhibit C**. Unless required earlier by a court order or to avoid potential infringement liability, RDA shall have 30 days' notice to implement any such changes in the Donor Trademarks after receipt of

notice of the change in appearance and/or style of the Donor Trademarks. RDA hereby acknowledges and agrees that, (i) the Donor has represented to RDA that the Donor Trademarks are owned solely and exclusively by the Donor, (ii) except as set forth herein, the RDA has no rights, title or interest in or to the Donor Trademarks and (iii) all use of the Donor Trademarks by the RDA shall inure to the benefit of the Donor. RDA agrees not to apply for registration of the Donor Trademarks (or any mark confusingly similar thereto) anywhere in the world. Notwithstanding the foregoing, any use of the Donor Trademarks pursuant to this license shall require the prior consent of the Donor.

7.1. **Ownership.** RDA acknowledges and agrees that the presentation and image of the Donor Trademarks should be uniform and consistent with respect to all services, activities and products associated with the Donor Trademarks. Accordingly, RDA agrees to use the Donor Trademarks solely in the manner that the Donor shall specify from time to time in the Donor's sole discretion. All usage by RDA of the Donor Trademarks shall include the appropriate trademark symbol. No use of the Donor Trademarks shall be permitted without the prior consent of the Donor.

8. **TERMINATION.** Prior to disbursement or transfer of all or a portion of the Gift, Donor may immediately terminate this Agreement with no further liability to the RDA if the RDA at any time breaches its obligations under this Agreement, and the RDA does not cure such failure within thirty (30) days after receipt of written notice from the Donor.
9. **RELATIONSHIP.** Notwithstanding any provision to the contrary in this Donation Agreement, the Parties agree that their relationship with respect to the Gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such Gift. Neither Party nor its agents or employees are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.
10. **LIMITATION OF LIABILITY.** Neither Party shall be liable to the other or any third party for any consequential, indirect, incidental, special, or punitive damages. The aggregate liability of each Party under this agreement shall be one-thousand dollars (\$1,000), provided however, that the RDA shall not be liable for any claims of infringement for use of the Donor Trademarks.
11. **FORCE MAJEURE.** Neither Party shall be deemed to have defaulted or failed to perform under this Agreement if that Party's ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, pandemic, or the ability of Donor to provide the Gift is impacted by any of the foregoing ("Force Majeure Event"). Upon the occurrence of the Force Majeure Event, the Party claiming the Force Majeure Event shall promptly notify the other Party in writing of such event. Notwithstanding the foregoing, in the event of a Force Majeure Event, each Party agrees to make a good faith effort to perform its obligations hereunder.
12. **ASSIGNMENT.** The provisions of this Agreement will be binding on the Parties' successors and assigns. Upon notice to the other party, either party may assign this Agreement in whole or in part to any affiliate or subsidiary, or any party acquiring substantially all of the stock or assets of that party. Any other assignment shall require the prior written consent of the other party. Such consent not to be unreasonably withheld.

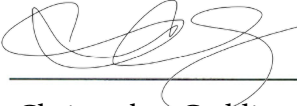
- 13. NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth in Section 1 of this Agreement. Such notice shall be deemed to have been given when deposited in the U.S. Mail.
- 14. EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.
- 15. PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 16. ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
- 17. INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.
- 18. WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- 19. GOVERNING LAW.** Except for disputes relating to the Non-Monetary Donation and the Benefits, the construction and interpretation of this Agreement and any disputes arising hereunder (whether for breach of contract, tortious conduct or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving reference to its conflict of laws principles. In the event any suit, action or proceeding is brought by either party with respect to this Agreement or the matters contemplated herein, such action, suit or proceeding shall be brought in the state courts located in Weld County, Colorado and both Parties hereby accept, consent and submit to the exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding. Any disputes arising with respect to the Non-Monetary Donation and the Benefits shall be governed by the laws of the State of Wisconsin, and venue shall be proper in Brown County, Wisconsin.
- 20. SEVERABILITY.** If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.
- 21. AUTHORITY.** The Party represents that it has full power and authority to execute this Agreement and to carry out the transactions contemplated hereby, and that all corporate action on the part of such Party, its officers, directors, employees, and/or shareholders and all consents, approvals, orders, authorizations or filings with any federal or state governmental agency necessary for the authorization, execution, delivery and performance of this Agreement by each Party and the consummation of the transactions contemplated herein by each Party has been taken or obtained, and that this Agreement constitutes the legal, valid and binding obligation of such entity.
- 22. ELECTRONIC SIGNATURE & COPIES.** electronic signatures shall constitute original signatures for all purposes of this Agreement. Any and all electronic copies of the Agreement shall be treated as an original version.

23. PUBLICITY. Except as required pursuant to public records laws, neither party shall publish any press release, make any other public announcement, communicate with any third party, or otherwise publish any statement(s) (each a "Disclosure") concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

Donor:

JBS USA Food Company

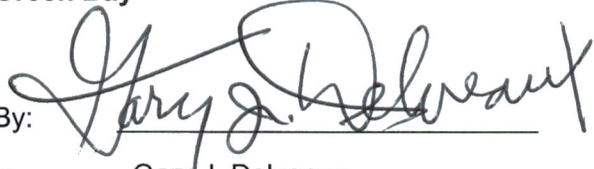
By: 

Name: Christopher Gaddis

Title: Head of Human Resources

RDA:

**Redevelopment Authority of the City of
Green Bay**

By: 

Name: Gary J. Delveaux

Title: Chairman

EXHIBIT A

Donation Fund Amount:

\$500,000

Fund Disbursement Schedule:

Lump sum payment

Sole Purpose of the Funds:

Construct a community development

Non-monetary Gift (if applicable):

25.613-acre land donation valued at \$332,969.

EXHIBIT A-1

Donor agrees to convey and RDA hereby agrees to receive real property located in Brown County, Wisconsin being more particularly described below, together with all of the improvements thereon and the appurtenances thereunto belonging (collectively hereinafter the "Property").

Parcel 23-243-1

22.980 AC M/L LOT 1 OF 53 CSM 221 BNG PRT OF S1/2 OF PC 9 ESFR & BNG PRT OF LOT 1 OF SUBD OF PC 10 & 11 ESFR

Parcel B-243-4

2.633 AC M/L THAT PART OF PC 10E LYG W OF GUNS ROAD & DES IN J 2524-41

RDA shall pay the sum of \$0.00 for the transfer of the Property. Donor shall convey, and RDA shall accept conveyance of the Property by Quitclaim deed in a form satisfactory to Donor. The Donor and RDA acknowledge the fair market value of the Property at an amount equal to \$331,500.00. RDA shall agree to pay for any filing fees, transfer taxes, and any additional closing costs related to the transfer of the Property. Donnee acknowledges and agrees that the donation of the above referenced Property is solely for the purpose of development by RDA, or RDA's authorized representatives, of the Property for the following purposes:

- A modern and artistically-unique park space with multi-generational play equipment
- A community garden and outdoor gathering space
- Housing for our Green Bay community using JBS' land donation

EXHIBIT B

Benefits:

1. RDA shall grant Donor life-long naming rights of the park space and playground, as mutually agreed to by both the Donor and RDA. If, at any time, Donor requests an update to the name(s) or logo(s) set forth in Exhibit C and subsequently used in or on the park space and playground, RDA shall work with Donor, at Donor's cost, to effectuate such change.
2. RDA shall grant Donor life-long naming rights of the community garden, as mutually agreed to by both the Donor and RDA. If, at any time, Donor requests an update to the name(s) or logo(s) set forth in Exhibit C and subsequently used in or on the community garden, RDA shall work with Donor, at Donor's cost, to effectuate such change.
3. RDA shall grant Donor naming rights, in perpetuity, of the (i) outdoor gathering space, (ii) multi-generational play equipment, and (iii) the community garden as mutually agreed to by both the Donor and RDA. If, at any time, Donor requests an update to the name(s) or logo(s) set forth in Exhibit C and subsequently used in or on the outdoor gathering space, RDA shall work with Donor, at Donor's cost, to effectuate such change.
4. RDA shall install prominent signage in recognition of the Donor's contribution throughout the park space and playground, community garden and outdoor gathering space, as mutually agreed to by both the Donor and RDA.

EXHIBIT C

Donor Trademarks:



JBS USA Food Company

JBS



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # O.3

To approve a request by the Department of Public Works for a sole-source purchase of an Aries TR3320 Pathfinder Tractor (with case) and an Aries PE3530 CCTV Camera (with case) from JWR, Inc., in the amount of \$51,229.

BACKGROUND

The Department of Public Works uses tractor-mounted Closed Circuit Television (CCTV) cameras to inspect sewer main lines from the inside. DPW purchased a camera manufactured by Aries in 2019. The Aries cameras and tractors are proprietary. No other cameras are compatible with Aries tractors, nor other tractors with Aries cameras.

In May 2022, City staff requested a quotation for a new camera and tractor from Aries. Since receiving the quote, Aries has begun working with a preferred vendor in Wisconsin, JWR, Inc. The City has received an updated quote from JWR, Inc. for the Aries tractor and camera. Upon further discussion with Aries and JWR, Aries has committed to honoring the pricing provided to the City earlier in 2022 (attached).

JWR, Inc. is part of the Sourcewell cooperative buying group. Sourcewell obtains competitive quotes/bids on behalf of members to streamline the competitive bidding process on a large number of products. Staff obtained a Sourcewell quote for the same camera and tractor, with the current pricing being \$55,430, or \$4,201 more than the direct quote from Aries.

RECOMMENDATION

City staff recommends awarding the award to JWR, Inc. as the direct quote is a lower expenditure than the Sourcewell quote.

FISCAL IMPACT

ATTACHMENTS

- I. PATHFINDER TRACTOR

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 12/01/22

FROM: Department/Division Public Works

REQUISITION #

List "No Substitute" Item(s) here:

Aries TR3320 Pathfinder Tractor with Case
Aries PE3530 Camera with Case

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ \$51,229
☐ 2) Annual Commodity purchase: Estimated annual cost: \$
☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☐ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
☒ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
☐ 5. Safety:
☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

The Department of Public Works purchased an Aries main line sewer inspection camera system in 2019 for inspection and televising of the City's sanitary and storm water sewer systems. To improve efficiencies and increase production, (1) tractor and (1) camera were approved for purchase. The Aries camera system and tractors are proprietary to Aries, no other cameras or tractors are compatible.

The City requested a quote directly from Aries in May of 2022. Since receiving the direct quote, Aries partnered with a selling dealer in WI, JWR Inc. JWR recently provided the City with a quote and due to raw material cost increases and supply-chain issues, the price increased. After a discussion with Aries, Aries agreed to sell the cameras and tractors at the price quoted in May of 2022 through their selling dealer JWR Inc.

CAMERA QUOTE ALSO OBTAINED FROM SOOLEWELL (COMPETITIVELY BID CO-OP). SOOLEWELL QUOTE CAME BACK AT \$55,430.

Approvals:

Requestor:

Date:

Department Head:

Date:

Purchasing Manager:

Date:

Quotation



P.O. Box 356 - Johnson Creek, WI 53038
Phone: 888-699-2848 - Fax: 920-699-2847

A Waste & Recycling Equipment Management Company

Quotation For:

City of Green Bay- Public Works

City of Green Bay- Public Works

1820 Mills St

Green Bay, WI 54302

Attention To: David Wiesman

Make: Aries

Model: PE 3530 TR 3320

Payment Terms : See terms below

Date : 11/29/2022

Quotation # : 27304

Customer ID: 7,587

Store No. :

Quotation valid until: 12/9/2022

Prepared by : Todd Berg

Salesperson : Todd Berg

Serial No. :

Comments or Special Instructions

Quote is new Aries camera equipment to be supplied by JWR for the City of Green Bay Green Bay WI location
Camera equipment will be delivered to City of Green Bay by JWR when equipment is ready for delivery
No installation figured in quote (Equipment Only Quote)

If purchased from the Sourcewell site a new quote will have to be issued

Qty	PartNumber	Description	UnitPrice	Tax	LineTotal
1.00		Aries TR3320 Pathfinder Tractor with Case (No Accessories)	\$26,241.50	Yes	\$26,241.50
1.00		PE3530 Camera with Case (No Accessories)	\$24,987.50	Yes	\$24,987.50

NOTES :

Any questions contact Todd Berg at JWR 715-299-1056 for email tberg@jwrinc.com

SUBTOTAL	\$51,229.00
SHIPPING	\$0.00
OTHER	\$0.00
TAX RATE	0.000
SALES TAX	\$0.00
TOTAL	\$51,229.00

THANK YOU FOR YOUR BUSINESS!

*All equipment sold or service provided is subject to appropriate sales tax. Tax will be assessed with invoice pending receipt of exemption form or resale certificate.

*Freight is offered as an estimate and is subject to change at the time of equipment delivery as is steel surcharge .

4_ to 6_ weeks upon receipt of signed quote/PO

Payment Terms: Due in full at time of delivery

Quotation approved by : _____

Date : _____



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # O.4

To approve the acceptance of the WEDC Community Development Investment Grant for up to \$250,000.

BACKGROUND

At the August 2, 2022, Common Council meeting, the Common Council approved a resolution authorizing the submittal of a Community Development Investment (CDI) Grant application from Wisconsin Economic Development Corporation (WEDC). On December 8th, WEDC notified the City that it will award a \$250,000 grant. The City's grant application was prepared on behalf of BFAM, LLC, a private developer proposing to renovate 317 Dousman Street (Parcel 4-65). The renovation includes changes the building's façade, the creation of six new affordable housing units on the building's second floor, and improvements to two ground floor commercial spaces. The private project is estimated to cost \$1,099,034. In addition to the \$250,000 WEDC grant, the City is also contributing a \$240,000 Tax Increment District Affordable Housing (TIDAH) Grant for the creation of the six affordable housing units.

The CDI program supports urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects with emphasis on, but not limited to, downtown community-driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

RECOMMENDATION

To accept the \$250,000 Community Development Investment (CDI) grant award from Wisconsin Economic Development Corporation (WEDC) for the rehabilitation of 317 Dousman Street (Parcel 4-65).

FISCAL IMPACT

Approval of the request does not obligate the City to provide any additional funds. CDI Grant recipients are required to provide a minimum 3:1 matching investment in project costs. The developer intends to meet the match requirements through developer debt (\$609,034) and previously awarded TIDAH funds (\$240,000). The improvements are expected to significantly increase the assessed value of the property, generating additional tax base to the City.

ATTACHMENTS

1. Grant_Tracking_Form-WEDC CDI_20221212
2. 53386- FY23-Final Contract for Execution-CDI-City of Green Bay-20221208



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

([emailto:PamelaMa@greenbaywi.gov](mailto:PamelaMa@greenbaywi.gov))

APPLICANT DEPARTMENT: DCED

DATE: 12/12/2022

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matt Buchanan/Economic Development Specialist

APPROPRIATE COMMITTEE: Finance and/or RDA

NAME OF GRANT/FUNDING SOURCE: Community Development Investment Grant/ WEDC

AMOUNT OF GRANT REQUEST: \$250,000

LOCAL MATCH REQUIREMENT: \$750,000

SOURCE OF MATCH: ☐ General Fund ☒ Non-General Fund ☐ Not Applicable

TIMEFRAME OF GRANT: 10/20/2022 through 12/31/2023

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): The City's grant application was prepared on behalf of BFAM, LLC, a private developer proposing to renovate 317 Dousman Street (Parcel 4-65). The renovation includes changes the building's façade, the creation of six new affordable housing units on the building's second floor, and improvements to two ground floor commercial spaces. The private project is estimated to cost \$1,099,034. In addition to the \$250,000 WEDC grant, the City is also contributing a \$240,000 Tax Increment District Affordable Housing (TIDAH) Grant for the creation of the six affordable housing units.

How does the grant meet City/Department needs? The project will improve/restore a contributing building to a national historic district, create six affordable housing units, create improve commercial space for two businesses, and increase property values in the Broadway District.

What are the personnel requirements (include both existing and new staff) of the grant? Personnel from DCED will manage the grant project with support from the private developer, BFAM, LLC. The City's Economic Development Specialist will serve as the primary contact. All grant activities will be conducted under the direction of the Development Director. The following staff will have minor supporting roles to assist with grant management: Real Estate Specialist, Projects & Program Manager, Finance Director, and the Assistant Finance Director.

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; [emailto:PamelaMa@greenbaywi.gov](mailto:PamelaMa@greenbaywi.gov))

AMOUNT OF GRANT AWARD: \$250,000

CFDA/STATE ID #: TBD

LOCAL MATCH REQUIREMENT: \$750,000

Please describe the source of match, if applicable: The private developer will contribute no less than \$510,000 in

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee



GRANT TRACKING FORM

private funds toward the match. This obligation is established in a TIDAH grant agreement between the City and the developer. The City is contributing \$240,000 toward the match in TIDAH funds, which were awarded to the developer in August 2022.

Please describe any major changes in proposed grant-funded activities: None

Please describe what the grant money will be spent on: The grant may be used to fund renovations at 317 Dousman. Specifically, eligible costs include renovation of existing infrastructure including roof repairs, installation of new HVAC, and updates to plumbing and electrical services. Matching funds may also be used for demolition to prepare for renovations and site clearance.

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee

**COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF GREEN BAY**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and City of Green Bay (“Recipient”). Certain capitalized terms are defined in Section 1 of the Agreement.

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Community Development Investment Grant Program (“CDI Funds”);

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of CDI Funds; and

WHEREAS, in reliance upon the Application, WEDC has approved the Recipient for up to Two Hundred Fifty Thousand Dollars (\$250,000) in CDI Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of CDI Funds.

(c) “CDI Funds” means the grant monies the Recipient is eligible to receive from WEDC’s Community Development Investment grant program in accordance with this Agreement.

(d) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(e) “Eligible Project Costs” means costs for which CDI Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and Project End Date.

(f) “Ineligible Costs” means costs for which CDI Funds and Matching Funds may not be used, means costs incurred prior to the Project Start Date; costs for acquisition; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs; permits; Phase I and II environmental studies; Lien claims of the Department of Natural Resources and Environmental Protection Agency; performance and payment bonds; contingencies; developer fees; insurance premiums; supplies and the purchase of moveable equipment; signage (unless required by federal, state or local law including applicable building and/or fire code(s) and advertising; financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; mergers and acquisitions; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.

(g) “Leverage” means all funding provided for the Project other than CDI Funds, including Matching Funds.

(h) “Matching Funds” means non-WEDC funds secured by the Recipient to meet the match requirement of CDI Funds under this Agreement. Eligible Matching Funds must be incurred between the Project Start Date and Project End Date. In order to receive the full amount of CDI Funds contemplated under this Agreement, Matching Funds must be at least Seven Hundred Fifty Thousand Dollars (\$750,000). No more than Fifty Percent (50%) of the Matching Funds may consist of other state and/or federal grants. Matching Funds must be cash and may not be in-kind.

(i) “Program Guidelines” means the WEDC approved rules and eligibility requirements for the Community Development Investment grant program in force as of the Effective Date.

(j) “Project” means the Recipient assisting in the renovation of the Bangkok Garden building, in accordance with the Application and the terms of this Agreement.

(k) “Project End Date” means December 31, 2023, the date by which the Project will be complete and the last day which the Recipient may incur costs against CDI Funds and Matching Funds.

(l) “Project Location” means the site or sites at which the Project will take place, specifically 317 Dousman Street, Green Bay, Wisconsin.

(m) “Project Start Date” means October 20, 2022, the date on which the Project begins and the Recipient may start incurring costs against CDI Funds and Matching Funds.

(n) “Recipient” means City of Green Bay.

(o) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. CDI Funds. Subject to the terms and conditions set forth in this Agreement, Program Guidelines, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Two Hundred Fifty Thousand Dollars (\$250,000) in CDI Funds.

3. Recipient's Obligations. The Recipient will or will ensure that:

(a) The Project is completed as it is contemplated in the Application and in accordance with the terms of this Agreement.

(b) CDI Funds and Matching Funds are used for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

USES		SOURCES			TOTAL
Budget Code	Eligible Project Costs	CDI Funds	Public Funds	Private Funds	
0190	Demolition/Site Clearance	\$0	\$0	\$193,832	\$193,832
0385	Renovation	\$250,000	\$240,000	\$415,202	\$905,202
TOTAL		\$250,000	\$240,000	\$609,034	\$1,099,034

(i) Eligible Project Costs to be applied to CDI Funds for renovation include specifically renovation of existing structure including roof repairs, installation of new HVAC, and updates to plumbing and electrical services.

(ii) Eligible Project Costs to be applied to Matching Funds for renovation include specifically renovation of existing structure including roof repairs, installation of new HVAC, and updates to plumbing and electrical services.

(iii) Eligible Project Costs to be applied to Matching Funds for demolition/site clearance include specifically demolition to prepare for renovations and site clearance.

(c) CDI Funds or Matching Funds are not used for Ineligible Costs.

(d) Matching Funds from non-WEDC sources are secured sufficient to achieve the match requirement of the CDI Funds under this Agreement. Matching Funds must equal at least Seven Hundred Fifty Thousand Dollars (\$750,000) in order for the Recipient to obtain the maximum amount of the CDI Funds, and must be documented prior to the final reimbursement.

(e) WEDC's participation in the Project is acknowledged in any signage at the Project Location and any planning and feasibility documents related to the Project.

(f) Reports are provided to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the CDI Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request CDI Funds in up to Three (3) disbursements and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested.

(d) The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and the Matching Funds covered by the request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

- (i) Vendor name and contact information;
- (ii) Description of the item(s) purchased;
- (iii) Cost of purchase;
- (iv) Date of purchase (invoice date or date received, not date ordered unless it is the same); and
- (v) Project Location.

(e) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(f) The Recipient requesting all CDI Funds no later than February 29, 2024.

5. Reporting. The Recipient shall provide reports and information to WEDC according to the following requirements:

(a) Performance reports, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report shall include information required by WEDC to determine Project performance which shall include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
Taxable Property Value	\$1,430,000
Capital Investment	\$1,549,034
Leverage – Total	\$1,412,034

*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
October 20, 2022- December 31, 2023	Performance Report	March 1, 2024

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in the Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

8. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole

discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the CDI Funds.

(b) These amounts shall be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold remaining disbursements of the CDI Funds.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(h) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for the completion of the Project, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

10. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

11. Additional Requirements.

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records shall be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Recipient for a period of at least Three (3) years after March 1, 2024.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly

authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

12. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorneys' fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

16. Limitation of Liability. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement shall be construed in a manner that renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. “Governmental Body” means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

18. WEDC is Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

19. Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

20. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

21. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC’s and the Recipient’s obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Melissa L. Hughes, Secretary and CEO
Date _____

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor
Date _____

Notices to the Recipient hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by the WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301
Attn: Joanne Bungert
Email: joanne.bungert@greenbaywi.gov

Notices to WEDC hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by Recipient's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Community Development Investment
Contract # CDI FY23-53386
Email: legal@wedc.org

EXHIBIT A REQUEST FOR WEDC PAYMENT

Award Number: CDIFY23-53386		Rep:	Recipient: City of Green Bay
FEIN #	Bill.com Payment Network ID (PNI):	Request Number:	
Program: Community Development Investment		Award Type: Grant	
Funding Period Covered by this Request From: _____ To: _____			

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0190	Demo/Site Clearance					
0385	Renovation					
TOTAL:						

- ☐ Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment. _____
- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested. _____
- The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and Matching Funds covered by the disbursement request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same). _____
 - ☐ Recipient is not required to submit proof of purchase documentation (invoice, receipt, registration form, or other third-party documentation) for Matching Funds above \$750,000 or CDI Funds above \$250,000.
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _____
- The Recipient requesting all CDI Funds no later than February 29, 2024. _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

WEDC Division VP or Designee

Date

WEDC Servicing

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:
disbursements@wedc.org. The hard copy may be required to be sent upon request.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # O.5

To approve a first amendment to the resolution adopting the City's plan for expenditure of funds received pursuant to the American Rescue Plan Act of 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # O.6

Regarding the Report of the Claims Committee: To proceed as directed in closed session and approve the balance of the report.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CONFIDENTIAL Claims Committee Rpt October 2022



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # O.7

To approve the engagement of Husch Blackwell as outside counsel to provide legal assistance related to the Lambeau Field Stadium Lease.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

1. [Modified Document] Engagement Ltr - Green Bay 4873-5728-0578 v.2
2. [Comparison Report] cDocs-Engagement Ltr - Green Bay 4873-5728-0578 v.1#4873-5728-0578I compared to Engagement Ltr - Green Bay 4
3. 2022-12-20 Lambeau Lease

**LAMBEAU FIELD
LEASE AGREEMENT**

By and Among

**GREEN BAY – BROWN COUNTY PROFESSIONAL FOOTBALL
STADIUM DISTRICT,**

CITY OF GREEN BAY, WISCONSIN

and

GREEN BAY PACKERS, INC.

Dated as of January 1, 2001

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List of Exhibits:

- Exhibit A - Legal Description of Site
- Exhibit B - Standards for Maintenance
- Exhibit C - Standards for Major Capital Repairs
- Exhibit D - Permitted Encumbrances; Permitted Exceptions
- Exhibit E - Rental/Promotion Agreement; Stadium Occupancy
License Agreement

Exhibit F - User Fee

Exhibit G - Memorandum of Lambeau Field Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of the 1st day of January, 2001, by and among **GREEN BAY – BROWN COUNTY PROFESSIONAL FOOTBALL STADIUM DISTRICT**, a body corporate and politic created by Subchapter IV of Chapter 229 of the Wisconsin Statutes (hereinafter referred to as "District"), **CITY OF GREEN BAY, WISCONSIN**, a political subdivision of the State of Wisconsin (hereinafter referred to as the "City"), and **GREEN BAY PACKERS, INC.**, a Wisconsin corporation (hereinafter referred to as the "Team").

RECITALS:

A. The presence and conduct of professional football in the City, Brown County, Wisconsin (the "County"), and the State of Wisconsin (the "State") stimulates economic activity in the City, County and State and, therefore, the expansion and redevelopment of Lambeau Field into a modern, state-of-the art football stadium facility for the playing of professional football will be beneficial to the City, County and State.

B. To promote the conduct of professional football in the City, County and State, the District was established by the State's legislature pursuant to the Act for the purpose of financing, owning and leasing a modern, expanded and redeveloped state-of-the art football stadium facility.

C. The City currently owns (i) land legally described or depicted on Exhibit A, which includes the land on which existing Lambeau Field is situated (collectively the "Site"), and (ii) the existing Lambeau Field football stadium (the "Existing Facility"). The City desires to lease to the Team, and the Team desires to lease from the City, the entirety of the Site and the Existing Facility, together with all rights appurtenant to the Site and the Existing Facility, and all of the City's Ownership Interest in and to the Lambeau Field Complex.

D. The Team is the holder of a professional football franchise issued by the National Football League (the "NFL") and is the owner of the Green Bay Packers professional football team (the "Green Bay Packers").

E. The City and the District desire that the Green Bay Packers continue to play their Football Home Games in the City, and the Team desires to cause the Green Bay Packers to continue to play their Football Home Games in the City.

F. Concurrently with the execution of this Lease, and as an inducement to the Team to continue to cause the Green Bay Packers to play their Football Home Games in the City, the District and Lambeau Field Redevelopment, LLC, in its capacity as Developer thereunder, are executing and delivering that certain Construction Administration Agreement, dated the date hereof (the "Construction Administration Agreement"). The Construction Administration Agreement sets forth certain rights and obligations of the Developer and the

District with respect to the funding of the development and construction of the Stadium Project and the Included Infrastructure Project.

G. The District desires to lease to the Team, and the Team desires to lease from the District, all of the District's Ownership Interest in and to the Lambeau Field Complex upon the terms and conditions herein set forth.

H. In accordance with the terms of the Act, the City desires to delegate to the District, so long as the District remains in existence, all of the City's rights to act in the capacity of lessor hereunder (except to the extent expressly reserved to the City hereunder), it being expressly intended hereby that the District shall have the entire authority to act as the sole lessor hereunder (except to the extent expressly reserved to the City hereunder), until such time as the District ceases to exist, whereupon the City shall be the sole lessor.

I. As a material inducement to the parties to enter into the Lease and to enable the Team to continue construction of the Lambeau Field Complex, the parties have agreed to provide each other with a legal and binding commitment as set forth herein to fund their respective contributions toward the payment of Project Costs on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, the parties do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Recitals and Exhibits.

The foregoing Recitals and the Exhibits attached hereto are hereby incorporated as if fully set forth below and are material terms and provisions of this Lease representing the intent and agreement of the parties.

Section 1.2 Definitions.

Certain terms are defined in the text of this Lease. As used in this Lease and unless otherwise expressly indicated, the following terms shall have the following meanings:

"Act" shall mean Act 167 of the Wisconsin Legislature enacted on May 13, 2000, and published on May 26, 2000, as the same is amended from time to time. Unless the context requires otherwise, the references in this Lease to Sections of the Act shall be to Sections of the Act codified in Chapter 229 of the Wisconsin Statutes.

"Actual Operations and Maintenance Costs" shall mean, for any Lease Year, all actual costs paid or incurred by the Team in connection with the operation and Maintenance of the Lambeau Field Complex for such Lease Year, all as determined in accordance with GAAP,

including the value of tickets to Football Home Games, Special Events or Other Team Uses and Events, advertising and similar benefits which may be traded by the Team to third parties in exchange for services or materials provided to the Team and/or the Lambeau Field Complex. "Actual Operations and Maintenance Costs" do not include (i) any costs of football operations or (ii) any wages or salaries of persons other than maintenance personnel employed at the Green Bay Packers Hall of Fame, the Green Bay Packers Pro Shop or any other retail operations of the Team at the Lambeau Field Complex.

"Annual Small Project Cap" shall mean \$300,000, as the same may be adjusted pursuant to Section 14.9.

"Best's Reports" shall have the meaning set forth in Section 23.2.

"Budgets" shall mean collectively the Capital Improvement Budget, the Discretionary Improvements Budget, and any other budgets established by the Team and the District during the Term.

"Capital Improvement Budget" shall have the meaning set forth in Section 14.5(a).

"Capital Improvements Fund" shall mean the trust fund described in Section 7.6.

"City" shall mean the City of Green Bay, Wisconsin.

"City Maintenance Agreement" shall have the meaning set forth in Section 14.7.

"City's Equity Contribution" shall have the meaning set forth in Section 4.2(a)(iii).

"City's Maintenance Account" shall mean that certain account held by the City which has previously been funded from a ticket tax surcharge imposed on admission tickets to Football Home Games and which has a balance of approximately \$1.1 million on the date hereof.

"City's Ownership Interest" shall have the meaning set forth in Section 3.1.

"Commencement Date" shall have the meaning set forth in Section 5.1.

"Completion Date" shall mean the date of Substantial Completion.

"Component" shall mean (i) any item that is incorporated into and becomes a permanent part of the Lambeau Field Complex, including, but not limited to, all structural members, seats, electronic and mechanical parts, plumbing pipes and equipment, heating, cooling and ventilating systems, scoreboards; (ii) all other items and equipment of every kind and nature that becomes part of or is used in the Lambeau Field Complex, including all

furniture, fixtures and equipment; and (iii) as to the items described in clauses (i) and (ii) above, all necessary or required replacements thereof and substitutions therefor.

“Concessions” shall have the meaning set forth in Section 9.1(d).

“Construction Administration Agreement” shall have the meaning set forth in Recital “F”.

“Construction Reserve Fund” shall mean the trust fund described in Section 7.2.

“Consumer Price Index” or “CPI” shall mean the Consumer Price Index for the City of Milwaukee, Urban Wage Earners and Clerical Workers, All Items, as published by the US Department of Labor, Bureau of Labor Statistics. If the manner in which the CPI is determined by the Bureau of Labor Statistics shall be substantially revised, including, without limitation, a change in the base index year, an adjustment which is reasonably acceptable to the Team and the District shall be made in such revised index that would produce results reasonably equivalent to those that would have been obtained if such CPI had not been so revised. If the CPI shall become unavailable to the public because its publication is discontinued or otherwise, or if equivalent data are not readily available to make the adjustment referred to in the preceding sentence, then a comparable index published by an agency of the United States government that reflects changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency will be substituted therefor, or, if no such index shall be available, then a comparable index published by a major bank or other financial institution shall be used provided such substitute is reasonably acceptable to both the Team and the District.

“Contributing Party” shall have the meaning given to that term in Section 4.2(f)(ii).

“Contribution Loan” shall have the meaning given to that term in Section 4.2(f)(ii).

“County” shall mean Brown County, Wisconsin.

“Default” shall mean any act, omission, event or occurrence which, with the passage of time, the giving of notice, or both could constitute an Event of Default or a District Default.

“Default Interest Rate” shall have the meaning set forth in Section 29.6.

“Discretionary Improvement Budget” shall have the meaning set forth in Section 14.5(c).

“Discretionary Improvements”, as more particularly defined in Section 14.4, shall mean all Improvements other than Necessary Improvements.

“District” shall have the meaning set forth in the initial paragraph hereof and as further described in Section 3.4.

“District Default” shall have the meaning set forth in Section 20.1.

“District’s Equity Contribution” shall have the meaning set forth in Section 4.2(b)(ii).

“District’s Ownership Interest” shall have the meaning set forth in Section 3.1.

“Drawings and Specifications” shall mean the various design documents for the Project as prepared by the Project Architect and described in the Construction Administration Agreement.

“Effective Termination Date” shall have the meaning given to that term in Section 19.2(a).

“8257 Fund” shall mean the trust fund described in Section 7.4.

“Emergency Capital Repair” shall mean a Major Capital Repair that is of such an immediate nature that the Major Capital Repair must be commenced prior to the Team obtaining the District’s prior consent and is necessary in the reasonable discretion of the Team to be performed by the Team in order (i) to prevent immediate injury to Persons or damage to property; (ii) to protect public health or safety; (iii) that, if performed promptly can, in either the District’s or the Team’s reasonable judgment, avoid material cost to the District and/or the Team; (iv) to keep the Lambeau Field Complex open and available to the Team and the public for the Permitted Uses; and (v) to enable the Lambeau Field Complex and all of its Components (including but not limited to the scoreboard) to function in all material respects.

“Equity Contribution” shall mean, as the context requires, either or both of the City’s Equity Contribution and the District’s Equity Contribution.

“Event of Default” shall have the meaning given to that term in Section 19.1.

“Existing Lease” shall mean the Amended Lease dated as of January 22, 1996, by and between the City and the Team.

“Expiration Date” shall have the meaning set forth in Section 5.1.

“Extension Terms” shall have the meaning set forth in Section 5.2.

“Football Home Games” shall mean each of the Team’s scheduled or rescheduled home playing dates during a Season; each date on which any Post Season Game is scheduled or rescheduled to be played; and the date of any scheduled or rescheduled home exhibition game. There is a distinction between pre-season Football Home Games and regular season Football Home Games.

“Football Use” shall mean the playing of Football Home Games and conducting activities relating thereto, including, but not limited to, training, practices, football exhibitions, maintenance and preparation of the Lambeau Field Complex to suit such purposes, advertising and marketing of games and ticket sales and any and all other activities which, from time to time, are associated with, or are conducted in connection with, or are related to, the conduct of the business of a National Football League franchise.

“Force Majeure” shall mean Acts of God, accidents, fire or other casualty, earthquake, flood, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, material shortages, strikes, boycotts or labor disputes including, but not limited to, player labor stoppages whether attributable to strikes or lockouts, or any other similar or like event or occurrence beyond the reasonable control of either party hereto that cause such party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

“GAAP” shall mean generally accepted accounting principles in the United States of America in effect from time to time, consistently applied.

“Government Securities” shall mean (i) any bonds or other obligations of the United States of America which, as to principal and interest, constitute direct obligations of or are guaranteed by the United States of America for the full and timely payment thereof; (ii) any bonds, debentures, participation certificates, notes or other obligations of any agency or other corporation which has been or may hereafter be created by or pursuant to an Act of Congress of the United States as an agency or instrumentality thereof, the bonds, debentures, participation certificates, notes or other obligations of which are unconditionally guaranteed by the United States of America as to full and timely payment of the principal of and interest thereon; and (iii) any certificates or other evidences of a direct ownership interest in obligations of the character described in clauses (i) and (ii) hereof or in specific portions thereof, including, without limitation, portions consisting solely of the principal thereof or solely of the interest thereon, which certificates or other evidences are maintained in the records of the Federal Reserve and are held by a custodian, provided that Government Securities shall not include any unit investment trusts, money market mutual funds, or other mutual funds.

“Green Bay Packers” shall have the meaning given that term in Recital “D”.

“Improvements” shall mean all capital improvements to the Lambeau Field Complex other than Maintenance and Major Capital Repairs. Improvements fall into two subcategories: (i) Necessary Improvements and (ii) Discretionary Improvements.

“Included Infrastructure Project” and “Included Infrastructure Budget” shall have the meanings given those terms in the Construction Administration Agreement.

“Initial Term” shall mean the period commencing on the date hereof and expiring on the Commencement Date of the Primary Term.

“Lambeau Field Complex” shall mean, collectively, the Site, the Stadium Project and the Included Infrastructure Project, as the same may exist from time to time.

“Lease Year” shall mean each period of 12 consecutive calendar months (other than partial Lease Years as hereafter described) during the Initial Term, the Primary Term and any Extension Terms, with (i) the first Initial Term Lease Year (which is a partial year) commencing on the date hereof and ending with December 31 of such year, (ii) successive Initial Term Lease Years commencing on the first day of each successive January following the first Initial Term Lease Year, (iii) a final Initial Term Lease Year (which may be a partial year) ending just prior to the Commencement Date, (iv) the first Primary Term Lease Year (which may be a partial year) beginning on the Commencement Date and ending with December 31 of such year; (v) successive Primary Term Lease Years commencing on the first day of each successive January following the first Primary Term Lease Year and ending on December 31 of the 30th Primary Term Lease Year; and (vi) subject to Section 5.2, successive Extension Term Lease Years commencing on the first day of each successive January thereafter. Lease Years may sometimes be referred to herein by the calendar year in which they occur (e.g., “2004 Lease Year”).

“Leasehold Improvements” shall have the meaning given to that term in Section 3.2.

“Legal Requirements” shall mean any and all governmental or quasi-governmental law, ordinance, rule, order or regulation applicable to this Lease or the Lambeau Field Complex promulgated by any Federal, State or local authority or agency, which shall specifically include, but shall not be limited to, the Act.

“Maintenance” shall mean such services and items of maintenance which are customarily treated as expenses in accordance with GAAP and (i) are routine, regular, periodic and predictable in nature (including, but not limited to, the payment of utility charges and the costs incurred under any maintenance contracts and/or similar service contracts), (ii) prudently should be made to avoid Major Capital Repairs, or (iii) are needed to keep the Lambeau Field Complex clean and free of debris. Standards for Maintenance are set forth in Exhibit B.

“Major Capital Repairs” shall mean all maintenance and repairs which are customarily treated as capital items in accordance with GAAP other than Maintenance. Standards for Major Capital Repairs are set forth in Exhibit C.

“Major Default” shall have the meaning given to that term in Section 19.1(a).

“Master Project Budget” shall have the meaning given to that term in the Construction Administration Agreement.

“Naming Rights” shall have the meaning set forth in Section 3.7.

“National Football League” or “NFL” shall have the meaning set forth in Recital “D”.

“National Football League Rules and Regulations” or “NFL Rules and Regulations” shall mean the following governing documents and agreements related to the NFL, as they may be amended from time to time, provided such governing documents and agreements apply in each case to and are consistently applied to all NFL franchises (as the case may be):

- (a) Constitution and Bylaws of the National Football League;
- (b) NFL Rules and Regulations;
- (c) National Football League Collective Bargaining Agreement;
- (d) Directives, rules and bulletins from the National Football League and/or the Office of the Commissioner of the National Football League; and
- (e) Any future agreements which may govern the Team or with which the Team is required to comply.

“Necessary Improvements” shall mean Improvements that are:

- (a) Required to satisfy any Legal Requirements;
- (b) Required by any insurance carrier as necessary to enable the District or the Team to obtain any of the insurance required to be carried by the Team or the District, as the case may be, under this Lease at commercially reasonable rates;
- (c) Required to keep the Lambeau Field Complex in compliance with the National Football League Rules and Regulations applicable to all National Football League teams; and
- (d) Required to keep the Lambeau Field Complex on a par with the replacement components and upgraded facilities in use in at least twenty-five percent (25%) of all National Football League stadiums.

“Non-Contributing Party” shall have the meaning given to that term in Section 4.2(f)(i).

“Notice and Cure Period” shall mean the giving of any applicable notice and the expiration of any applicable opportunity to cure period required herein before the occurrence of an Event of Default or a District Default.

“Office of the Commissioner” means the individual selected by the owners of National Football League franchises to serve as the Commissioner of Football, and the staff, representatives, and employees of the Commissioner of Football, or any successor thereto.

“Operations and Maintenance Fund” shall mean the trust fund described in Section 7.5.

“Original Leasehold Improvements” shall have the meaning set forth in Section 3.2.

“Other Stadium Agreements” shall collectively mean the Construction Administration Agreement and any such other instruments or agreements executed by the Team, the Developer and/or the District in connection with the funding, construction, development, operation, management and use of the Lambeau Field Complex, which the Team and the District mutually agree shall constitute an Other Stadium Agreement.

“Other Taxes” shall have the meaning set forth in Section 8.2.

“Other Team Uses and Events” shall mean any and all utilization of the Lambeau Field Complex by or sponsored by the Team for Permitted Uses other than Football Use or Special Events.

“Outside Scheduling Date” shall have the meaning set forth in Section 9.4(a).

“Ownership Interest” shall mean, as the context requires, one or both of the City’s Ownership Interest and the District’s Ownership Interest.

“Permitted Exceptions” shall mean those items set forth in Exhibit D and such additional items as may be included pursuant to Section 9.2.

“Permitted Encumbrances” shall mean the title exceptions set forth in Exhibit D applicable to the Site.

“Permitted Investments” shall mean (i) Government Securities, (ii) any investment permitted by the documents for the Stadium Revenue Bonds, and (iii) investment agreements with a financial institution that has (or one whose parent corporation has) an unsecured, uninsured and unguaranteed obligation rated in at least the second highest rating category of either Moody’s Investors Services Inc. or Standard & Poor’s Corporation (without regard to increments or intermediate ratings, e.g., pluses or minuses).

“Permitted Uses” shall have the meaning given to that term in Section 9.1.

“Person” shall mean an individual, partnership, corporation (including a business trust), joint stock company, limited liability company, trust, unincorporated association, joint venture or any other entity, the United States, or a federal, state or political subdivision thereof or any agency or court of such state or subdivision.

“Post Season Games” shall mean any game after the last regularly scheduled Football Home Game in a Season which is sanctioned by the National Football League.

“Primary Term” shall mean the period of 30 Lease Years commencing on the Commencement Date.

“Private Boxes” shall mean the private viewing boxes to be constructed as part of the Lambeau Field Complex described in the Drawings and Specifications.

“Private Box License Agreement” shall mean the standard form of agreement between the Team and each licensee pursuant to which such licensee is granted the exclusive privilege and right to use the Private Box described in such agreement in accordance with the terms and conditions set forth in such agreement.

“Private Box License Fee” shall mean the annual fee payable to the Team by licensees of Private Boxes pursuant to a Private Box License Agreement for each Lease Year during the Term hereof.

“Project” shall have the meaning given to that term in the Construction Administration Agreement.

“Project Architect” shall have the meaning given to that term in the Construction Administration Agreement.

“Project Construction Fund” shall mean the trust fund described in Section 7.1.

“Project Contingency Funds” shall have the meaning given to that term in the Construction Administration Agreement.

“Project Costs” shall have the meaning given to that term in the Construction Administration Agreement.

“Property Taxes” shall have the meaning set forth in Section 8.1.

“Qualified Bank” shall have the meaning set forth in Section 4.4.

“Rent” shall have the meaning set forth in Section 6.1.

“Rental/Promotion Agreement” shall mean the standard form of agreement governing Special Events which contains the material terms and is initially substantially in the form of Exhibit E, which standard form of agreement may not be materially revised from time to time without the prior written consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. For purposes of this Lease, the term “materially revised” shall mean revisions which are less restrictive to a licensee/promoter than those set forth in Exhibit E relating to the requirements for maintenance, insurance and security, it being intended hereby that, with respect to the remaining terms of such Rental/Promotion Agreement, the Team shall have the right to revise the same from time to time upon commercially reasonable terms without the consent of the District.

“Sales Tax Fund” shall mean the trust fund described in Section 7.3.

“Scheduling Priority” shall mean, as between the City and the Team, (i) the right of the City to have priority of use for portions of the Lambeau Field Complex for certain commercial events during the period February 1 through May 15, and (ii) the right of the Team to have priority of use from May 16 through June 30; provided that the Team shall use good faith efforts to allow the City to hold one commercial event during the month of June.

“Season” shall mean a period of time commencing with the first pre-season NFL game in any Lease Year and ending with the last Football Home Game played by the Team during such Lease Year at the Lambeau Field Complex or, if applicable, the last Post-Season Game played at the Lambeau Field Complex in the immediately subsequent Lease Year. “Season” shall include a partial season in cases where less than all Football Home Games are played due to Force Majeure or an Untenantability Period. Seasons may sometimes be referred to herein by the calendar year in which they occur (e.g., “2003 Season”).

“Security Obligations” shall have the meaning set forth in Section 10.3.

“Site” shall have the meaning set forth in Recital “C”.

“Small Projects” shall mean Improvements or Major Capital Repairs which are reasonably estimated to cost less than the Annual Small Project Cap in any Lease Year.

“Special Event” shall mean, except for Football Use or Other Team Uses and Events, any event or period of use of the Lambeau Field Complex pursuant to a Rental/Promotional Agreement including, but not limited to, concerts, shows, trade shows, corporate meetings or events, sporting events, or other public or private exhibitions.

“Stadium Project” shall mean, as defined in the Construction Administration Agreement and described in the Program Statement, all the Architect’s Work and the Contractor’s Work, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Architect and contractor to fulfill their respective obligations involving the redevelopment of Lambeau Field (currently owned by the City of Green Bay, Wisconsin) which is to include adding approximately 10,000 to 12,000 new permanent and portable seats for professional football, 6,300 club seats, 170 to 200 private suites, 50,000 square feet of conference/banquet space, retail and exhibition space at the Site. Lambeau Field is projected to host 10 to 14 National Football League games per year and the Lambeau Field Complex is expected to become a 365-day-a-year destination development. The Stadium Project does not include the Included Infrastructure Project.

“Stadium Project Budget” shall have the meaning set forth in the Construction Administration Agreement.

“Stadium Revenue Bonds” shall mean (i) those certain bonds (sold in one or more series) issued by the District to finance a portion of the District’s Equity Contribution to the acquisition, planning, design and construction of the Stadium Project, and/or (ii) a loan or other method of financing arranged through the Board of Commissioners of Public Lands.

“State” shall mean the State of Wisconsin.

“Substantial Completion” or “Substantially Completed” shall mean the completion of the Lambeau Field Complex to the extent that (i) the Team is entitled pursuant to the Legal Requirements and the receipt of a certificate of occupancy to occupy the Lambeau Field Complex in accordance with this Lease, and the Construction Administration Agreement, respectively, and (ii) the Project Architect delivers a statement to District and the Team stating that all of the Lambeau Field Complex has been substantially completed in accordance with the Program Statement subject only to “punch list” type items which do not materially interfere with the beneficial use and occupancy of the Lambeau Field Complex by the Team for the purposes set forth in this Lease.

“Team” shall have the meaning set forth in the initial paragraph hereof.

“Team’s Franchise” shall mean all rights granted to the Team by the National Football League to own and operate the Green Bay Packers football team (and any successor thereto).

“Term” shall have the meaning set forth in Section 5.1.

“Ticket Tax” shall mean the particular tax imposed by the District as described in Section 8.3.

“Traffic Control Obligations” shall have the meaning set forth in Section 10.3.

“Untenantability Period” shall have the meaning set forth in Section 17.1.

“User Fee” shall mean the government charge imposed by the City as described in Section 4.2(a)(ii).

Section 1.3 Accounting Terms.

Any accounting term used in this Lease shall have, unless otherwise specifically provided herein, the meaning customarily given in accordance with GAAP, and all financial computations hereunder shall be computed, unless otherwise specifically provided herein, in accordance with GAAP.

ARTICLE II

LEASED PREMISES

For the Rent and upon the agreements contained in this Agreement, (i) the City hereby leases the Site to the Team, and the Team hereby leases the Site from the City, and (ii) the District and the City each hereby lease to the Team, and the Team hereby leases from the District and the City, all of the District’s Ownership Interest and the City’s Ownership Interest, respectively, in and to the Lambeau Field Complex.

ARTICLE III

OWNERSHIP OF LAMBEAU FIELD COMPLEX

Section 3.1 Ownership Interests.

The City and the District shall each have ownership interests in the Lambeau Field Complex. The City shall be the sole owner of the Site. Except for the Site and except as otherwise provided in Section 3.2, the ownership interests in the Lambeau Field Complex shall be undivided percentage interests in each Component. The "City's Ownership Interest" at any point in time shall be the quotient, expressed as a percentage interest, obtained by dividing the City's Equity Contribution by the sum of the Equity Contributions of the City and the District. Similarly, the "District's Ownership Interest" at any point in time shall be the quotient, expressed as a percentage interest, obtained by dividing the District's Equity Contribution by the sum of the Equity Contributions of the City and the District.

Section 3.2 Discrete Team Ownership of Leasehold Improvements.

The Team shall have the right to discrete ownership of particular Components whenever the costs of such Components are paid for by the Team either directly or out of available funds in the Team Subaccount of the Project Construction Fund (such Components being referred to in this Lease as "Leasehold Improvements"). Leasehold Improvements shall be deemed to be part of the Lambeau Field Complex subject to all obligations of the Team with respect thereto as set forth in this Lease. Except to the extent inconsistent with its express obligations under this Lease, the Team may remove, trade-in, replace, sell or otherwise dispose of Leasehold Improvements as the Team may deem necessary or advisable, provided that such actions shall be without cost to the City and the District and without permanent damage to the Lambeau Field Complex or its structural integrity.

The Leasehold Improvements that are installed prior to the Completion Date and any replacements thereof (collectively, the "Original Leasehold Improvements") may not be removed, sold or otherwise disposed of without the consent of the District (which shall not be unreasonably withheld, conditioned or delayed) unless as part of a trade-in for replacements or as a disposal of worn out, obsolete or uneconomic property.

The City and the District shall have no ownership interest in the Leasehold Improvements and shall furnish such estoppel certificates, fixture disclaimers and other customary instruments as the Team may reasonably request to assure third parties of the Team's rights under this Section 3.2.

Section 3.3 Team's Ownership Subject to Lease.

The Leasehold Improvements shall be held and owned by the Team subject to the terms and conditions of this Lease.

Section 3.4 District to Act as Landlord; Successor Landlord.

Except as otherwise expressly set forth in this Lease, the District shall have the right at all times to grant all consents and to enforce any and all rights of the District and the City set forth in or arising by virtue of this Lease, all such authority to act being hereby irrevocably granted to the District. At such time as (i) the Stadium Revenue Bonds have been fully defeased or fully paid and retired, (ii) the District has fully funded its obligation to fund the 8257 Fund in accordance with the provisions of Section 229.825(2)(e)(2) of the Act and so certifies to the Department of Revenue to that effect in accordance with Section 229.825(3)(b) of the Act, and (iii) the District has dissolved (the "Change of Control Date"), the City shall be deemed to also have the District's Ownership Interest and shall thereafter have the right at all times to grant all consents and to enforce any and all rights of the District and the City set forth in or arising by virtue of this Lease including, but not limited to, the right and obligation to continue to collect the Ticket Tax imposed by the District. Thereafter, the District, except for any rights or obligations of the District which may exist prior to the Change of Control Date, shall have no further rights or obligations under this Lease; provided, however, that following the Change of Control Date, any property which would otherwise have been transferable to the District hereunder during the Primary Term (but for the provisions of this Section 3.4) shall be collected by the City and allocated and transferred to the political subdivisions that compose the District's jurisdiction in such proportions as the Secretary of Administration of the State of Wisconsin shall determine in accordance with the standards set forth in Section 229.828 of the Wisconsin Statutes.

Section 3.5 No Liens or Encumbrances.

Neither the City nor the District shall create or permit to exist any lien or encumbrance on its Ownership Interest in Components of the Lambeau Field Complex except for Permitted Encumbrances. Reference is made to Article XV for provisions limiting the Team's right to grant liens or otherwise encumber its interests in the Lambeau Field Complex.

Section 3.6 Promotional and Other Rights.

Except as provided in Section 3.7 and in the Construction Administration Agreement, neither the City nor the District shall have any ownership interest in any promotional, advertising or sponsorship rights or intellectual property rights or interests arising out of the ownership, promotion or use of the Lambeau Field Complex.

Section 3.7 Naming Rights.

As used in this Section 3.7, the term "Naming Rights" means name-in-title only rights with respect to (i) that portion of the Lambeau Field Complex consisting of the football field and seating bowl and (ii) the Lambeau Field Complex taken as a whole. It is intended that Naming Rights relate to the most prominent name associated with the Lambeau Field Complex (currently "Lambeau Field") other than the name "Green Bay Packers" and any variations thereof. Naming Rights do not include any advertising, sponsorship or promotional rights other than name-in-title rights and, in cases where there is a prominent name associated

with the Lambeau Field Complex taken as a whole, do not include name-in-title rights in respect of any portion of the Lambeau Field Complex other than the football field and seating bowl.

The City and the Team agree that each has a legal interest in the Naming Rights and that they will act jointly regarding any sale of the Naming Rights. Neither the City, nor the District, nor the Team shall change the name of Lambeau Field without the prior written consent of the others. All net proceeds from the sale of Naming Rights (i.e., after the payment of all commercially reasonable consulting, legal, accounting and other fees, costs and expenses relating thereto), as and when received, shall be shared equally by the City and the Team as and when such net proceeds are received.

With respect to the City's share of such Naming Rights revenue under any agreement having a term of more than one year, the City shall cooperate with the District to determine whether it is feasible to pledge, assign or otherwise factor its rights under such Naming Rights agreement on a nonrecourse basis so as to obtain a lump sum, present value amount of proceeds to apply towards redemption of the Stadium Revenue Bonds and/or funding of the District's obligations under Section 229.825(2)(e) of the Act, rather than waiting to collect such revenue over the term of such Naming Rights agreement, to the extent it can do so without impairing the tax-exempt status of any Stadium Revenue Bonds; provided that to the extent the City and the District are not able to obtain a lump sum, present value amount of proceeds, the City's share of such Naming Rights revenue payable after the redemption of the Stadium Revenue Bonds and funding of the District's obligations under Section 229.825(2)(e)(2) of the Act shall be disbursed in accordance with Section 3.4 hereof, as if the revenue payable to the City was "property" under Section 229.828 of the Act.

To the extent it can do so without impairing the tax-exempt status of any Stadium Revenue Bonds, the City shall apply 95 % of its share from the sale of Naming Rights to a reduction of the District's debt under the Stadium Revenue Bonds and/or funding of the District's obligations under Section 229.825(2)(e) of the Act. The City shall deposit 5% of its share into the Capital Improvements Fund.

The City, in consultation with the Team, shall determine whether or not and when to proceed with a request for proposal ("RFP") for a sale of Naming Rights. If the City determines to proceed, the RFP shall first be distributed subsequent to January 1, 2002, and the RFP process shall be conducted in a manner mutually acceptable to the City and the Team which shall be designed to maximize price and assure a proper accounting to the City. The highest responsible bidder shall be awarded the Naming Rights, except that the bid shall be rejected if (i) the value of the contract, determined on a present value basis (using the prime rate of the Qualified Bank on the date of the RFP as the discount rate) in accordance with GAAP to the extent applicable, is less than \$120 million, (ii) the name is determined to be offensive by the City or the Team, (iii) the contract would violate the National Football League Rules and Regulations relating to the public image presented by the name of an NFL stadium, or (iv) the name would be inconsistent or incompatible with commercially reasonable contracts entered into by the Team in good faith such as, but not limited to, contracts which allow first

refusal on Naming Rights if the highest offer is matched or exceeded, provided the Team does not enter into any contract that will materially diminish the value of the Naming Rights. If no sale results from the RFP, the City may repeat the process commencing on or after May 1, 2003, except that the minimum value of the contract, as determined on the aforesaid present value basis, shall be \$100 million. If no sale then results, the City and the Team may nevertheless mutually determine at any time during the Term of this Lease to accept the best available offer or to decide upon another method of soliciting proposals for the purchase of the Naming Rights in order to maximize the proceeds.

ARTICLE IV

CONSTRUCTION AND FUNDING OF THE PROJECT

Section 4.1 Construction of the Project.

The Project shall be designed and constructed in accordance with the terms and provisions of the Construction Administration Agreement. Any and all matters and disputes concerning the design, construction, and completion of the Project, except to the extent specifically set forth in this Lease, shall be resolved solely by reference to the Construction Administration Agreement. Notwithstanding that Lambeau Field Redevelopment, LLC is the Developer of the Project as provided for in the Construction Administration Agreement, the Team hereby expressly acknowledges its obligation to cause the completion of the Project consistent with the Program Statement and in accordance with the Construction Administration Agreement and the Team hereby guarantees, for the exclusive and sole benefit of the City and District, the prompt payment and performance of any and all obligations of the Developer under the Construction Administration Agreement.

Section 4.2 Funding of the Construction of the Project.

(a) Commitment by the City.

- (i) Existing Lambeau Field.** The City hereby agrees that the Site and the City's Ownership Interest in all property located thereon on the date of this Lease shall be part of the Lambeau Field Complex, for all of which the City shall be credited with an Equity Contribution of \$100 million.
- (ii) User Fee.** The City, with the consent of the District and the Team, hereby imposes the User Fee described in Exhibit F. The Team agrees to administer the User Fee as provided in Exhibit F. The first \$10 million of net proceeds from the User Fee shall be deposited into the Construction Reserve Fund and all remaining net proceeds from the User Fee shall be deposited into the User Fee Subaccount of the Project Construction Fund. The City reserves the right to impose additional user fees pursuant to

Section 229.826(5) of the Act, but may do so only with the prior written consent of the District and the Team; provided, however, that the consent of the Team shall not be required during the continuance of a Major Default.

- (iii) **City's Equity Contribution.** At any point in time the City's Equity Contribution shall be the sum of (A) the amount specified in Section 4.2(a)(i) above, plus (B) the aggregate amount disbursed from the Construction Reserve Fund to pay Project Costs, plus (C) the aggregate amount disbursed from the User Fee Subaccount of the Project Construction Fund to pay Project Costs.

(b) Commitment by the District.

- (i) **Issuance of Stadium Revenue Bonds.** The District agrees that it shall issue and sell Stadium Revenue Bonds in an amount sufficient to deposit \$160 million of proceeds thereof into the Bond Proceeds Subaccount of the Project Construction Fund. The District shall use good faith efforts to cause such deposit to be made on or before May 1, 2001. The District shall use commercially reasonable efforts to sell the Stadium Revenue Bonds as expeditiously as possible and with terms that will enable the maximum permitted contribution in each year to the Operations and Maintenance Fund pursuant to Section 229.825(2)(b) of the Act. The District shall not be liable to the City or the Team for a failure to sell the Stadium Revenue Bonds by the stated deadline if the failure is attributable to events beyond the control of the District.
- (ii) **District's Equity Contribution.** At any point in time the District's Equity Contribution shall be the aggregate amount disbursed from the Bond Proceeds Subaccount of the Project Construction Fund to pay Project Costs.

(c) Commitment by the Team.

- (i) **Stock Proceeds.** The Team agrees that on or before the date on which the District makes the deposit described in Section 4.2(b)(i), the Team shall deposit at least \$20.6 million from the 1997 sale of the Team's common stock into the Team Subaccount of the Project Construction Fund.
- (ii) **NFL Loan.** The Team agrees that it shall deposit at least \$13.0 million into the Team Subaccount of the Project Construction Fund from the proceeds of a loan from the National Football

League made pursuant to its "G-3 Loan Program". Such deposit shall be made as soon as practicable consistent with the National Football League Rules and Regulations applicable to such program.

- (iii) **Other Funds.** Subject to the fulfillment of the City's and the District's funding commitments as set forth in Sections 4.2(a) and 4.2(b), respectively, the Team agrees that it shall deposit such additional funds into the Team Subaccount of the Project Construction Fund from available sources as shall be necessary to complete the Project in the event the funds otherwise available in the Project Construction Fund and the Construction Reserve Fund are insufficient for such purpose.

(d) **Project Cost Overruns.**

The Construction Administration Agreement contains provisions dealing with the cost of the Project in relation to budget. If, in accordance with the Construction Administration Agreement, the actual cost of the design and construction of the Project (which for purposes hereof shall mean all costs paid or incurred until completion of the Project) exceeds \$295.2 million and there are insufficient funds in the Project Construction Fund to pay the difference, the Team shall fund the short-fall.

(e) Project Cost Savings.

In the event and to the extent that upon completion of the Project and payment of all Project Costs, the Project has been completed for an amount less than \$285.2 million (i.e., without utilizing any of the funds maintained in the Construction Reserve Fund), the difference between \$285.2 million and the amount of the actual Project Costs shall be deemed to be the "Project Cost Savings." 54.24% of the Project Cost Savings shall be withdrawn from the Project Construction Fund and used to defease or redeem Stadium Revenue Bonds or to fund the District's obligation to fund the 8257 Fund under Section 229.825(2)(e)(2) of the Act, and the remaining balance in the Project Construction Fund shall be transferred to the Capital Improvements Fund. If and to the extent the Team has failed to deposit or cause to be deposited into the Team Subaccount of the Project Construction Fund at least \$33.6 million, the Team shall cause such funds to be deposited into the Team Subaccount of the Project Construction Fund to enable "Project Cost Savings" to be disbursed as provided in this Subsection 4.2(e). The \$285.2 million figure in this paragraph shall be automatically reduced by the amount of any short-fall in the anticipated \$9.1 million appropriation for the Included Infrastructure Project.

(f) Failure to Fund Deposits.

(i) In the event either the District or the Team fails to make any deposit into the Project Construction Fund as provided in Section 4.2(b) or Section 4.2(c) within the times set forth therein (the "Non-Contributing Party"), any other party to this Lease may notify the Non-Contributing Party in writing of the delinquency.

(ii) In the event any such delinquency has not been cured by the Non-Contributing Party within ten (10) days following the giving of such written notice, any other party to this Lease (the "Contributing Party") shall have the right, but not the obligation, to advance the funds into the Project Construction Fund which were required to be deposited by the Non-Contributing Party hereunder as a loan to the Non-Contributing Party (a "Contribution Loan"). If a Contribution Loan is made, it shall not be deemed to relieve the Non-Contributing Party of its obligations under this Agreement. In addition, the Contributing Party shall have all of the rights and remedies contained in this Section 4.2(f).

(iii) In the event the Contributing Party does not advance any or all of the Equity Contribution deposit or the Team's Leasehold Improvements Contribution required to be made by the Non-Contributing Party, then the Contributing Party shall be entitled to treat the failure of the Non-Contributing Party to make such Equity Contribution deposit or Leasehold Improvements Contribution Deposit as an Event of Default under this Agreement, as more particularly described in Section 19.1 and Section 20.1.

(iv) In the event the Contributing Party elects to make a Contribution Loan, then the Contribution Loan shall bear interest from the time such Contribution Loan is made at a rate equal to the lesser of (1) the Default Interest Rate, or (2) the maximum rate of interest then permitted by Wisconsin law. Interest shall be due and payable monthly on the first day of each month commencing the month following the making of a Contribution Loan. Principal shall be payable in full upon demand. Repayment of any Contribution Loan shall be secured by the Non-Contributing Party's Ownership Interest or Leasehold Improvements Interest, as applicable, in the Lambeau Field Complex (it being intended that a mortgage/security interest in the District's Ownership Interest shall be deemed to have been granted by the District if the District is the Non-Contributing Party and that a mortgage/security interest in the Team's Leasehold Improvements Interest shall be deemed to have been granted by the Team if the Team is the Non-Contributing Party), and the Non-Contributing Party hereby grants a mortgage/security interest in such party's Ownership Interest or Leasehold Improvements Interest, as applicable, to the Contributing Party and hereby irrevocably appoints the Contributing Party, and any of its agents, officers or employees, as its attorneys-in-fact with full power to prepare and execute any documents, instruments and agreements, including, but not limited to, any note evidencing the Contribution Loan, any mortgage and such Uniform Commercial Code financing statements, continuation statements and other security instruments as may be appropriate to perfect and continue such mortgage/security interest in favor of the Contributing Party.

Section 4.3 Remedies.

In addition to the rights, remedies, terms and conditions set forth in this Lease, in the event that either party hereto (the "Defaulting Party") shall fail to make any contribution

to the Project Construction Fund when due or shall fail to comply with any other provision of this Lease and such failure continues for a period of 30 days after written notice of such non-compliance by the other party (which shall constitute an "Event of Default" hereunder), then the party which is not in default may proceed to protect and enforce its rights by suit in equity, action at law, foreclosure of its mortgage/security interest and/or by any other appropriate proceeding, whether for the specific performance of any covenant contained in this Lease, to enforce payment under this Lease, or to enforce any other legal or equitable right; provided, however, that any failure of the District to make its required contribution to the Project Construction Fund shall not constitute an Event of Default on the part of the District if and to the extent it is caused by an inadequacy of sales tax revenues under Subchapter V of Chapter 77 of the Wisconsin Statutes.

Section 4.4 Banking Relationships.

As provided for in Article VII, the District shall establish and thereafter maintain the various trust funds described therein by depositing funds in one or more banks or other financial institutions selected by the Team with the consent of the District (the "Qualified Bank"). To be eligible to be the Qualified Bank, the bank or other financial institution must have a combined capital and surplus of at least \$1,000,000.

ARTICLE V

TERM

Section 5.1 Term.

The initial term of this Lease (the "Initial Term") shall commence on the date hereof and continue until the "Commencement Date" of the Primary Term which is the later to occur of (i) September 1, 2003 or (ii) the Completion Date. The primary term of this Lease (the "Primary Term") shall then commence on the Commencement Date and continue for 30 Lease Years with the final such Lease Year to be extended to include any Post Season Games played during the Season applicable to such Lease Year (with such ending date being referred to as the "Expiration Date"), unless sooner terminated as provided herein. When used with reference to the duration of this Lease, "Term" shall mean the Initial Term, the Primary Term, and any Extension Terms as provided in Section 5.2.

Section 5.2 Extensions of the Primary Term.

Provided that this Lease is then in full force and effect and provided further that the Team is not then in Default under this Lease beyond the expiration of any applicable Notice and Cure Period, the City and the District hereby grant to the Team the options to extend the Primary Term of this Lease on, except as otherwise expressly provided in this Lease, the same terms, conditions and provisions as contained in this Lease, for up to five consecutive periods of two years each after the Expiration Date (the "Extension Terms"), which Extension Terms

shall commence on the day immediately following the last day of the Primary Term and end on the last day of each consecutive second Lease Year thereafter.

The Team's options to extend the Primary Term of this Lease shall be exercisable by written notice from the Team to the City and the District given no later than six months prior to the expiration of the Primary Term of this Lease, and one year prior to the expiration of any Extension Term. If not so exercised, the Team's remaining options to extend the Primary Term of this Lease shall thereupon expire.

Section 5.3 Termination of Existing Lease.

The Existing Lease is hereby terminated as of the date hereof, and neither the Team nor the City shall have any further rights or obligations thereunder except for any rights or obligations arising prior to the date hereof.

ARTICLE VI

RENT

Section 6.1 Rent.

(a) Commencing on January 1, 2001, and continuing thereafter during the balance of the Initial Term, the Team shall pay rent to the City in the amount of \$500,000 per year, payable on or before December 15th of each year during the Initial Term. The annual rent payments shall be prorated with respect to any partial Lease Year during the Initial Term.

(b) The Team shall pay annual rent (hereinafter referred to as "Rent") to the City during each Lease Year of the Primary Term and any Extension Terms. The Rent shall be \$500,000 for the first Lease Year of the Primary Term. Beginning in the second Lease Year of the Primary Term and continuing for the remainder of the Primary Term and any Extension Terms, the Rent shall be increased annually by a percentage equal to 2.75%. The Rent shall increase by an additional amount (the "Year 13 Increase") beginning with the thirteenth Lease Year of the Primary Term. Beginning on or about July 1 of the twelfth Lease Year of the Primary Term, the City and the Team in good faith shall negotiate the amount, if any, of the Year 13 Increase. The negotiations shall take into account, among other things, the competitive position of the Team in the NFL. If the City and the Team are unable to reach agreement as to the amount of the Year 13 Increase prior to the commencement of the thirteenth Lease Year of the Primary Term, the Year 13 Increase shall be \$120,000. Rent shall be payable annually on or before December 15 of each Lease Year during the Primary Term and any Extension Terms. Rent shall be prorated with respect to any partial Lease Year during the Primary Term and any Extension Terms.

Section 6.2 Conditions to the Team's Obligation to Pay Rent.

The obligation of the Team to pay Rent to the City is subject to the condition that neither the District nor the City is in Default under this Lease beyond the expiration of any applicable Notice and Cure Period at the time any portion of Rent is payable to the City. If the Team is unable to play Football Home Games at the Lambeau Field Complex as a result of an event of Force Majeure, any Rent due in such Lease Year or Lease Years, as the case may be, shall be prorated based on the percentage of scheduled Football Home Games actually played at the Lambeau Field Complex.

ARTICLE VII

TRUST FUNDS

Section 7.1 Project Construction Fund.

The District shall establish and maintain a trust fund to be the repository of funds to be used to pay Project Costs in accordance with the Construction Administration Agreement (referred to in this Lease as the "Project Construction Fund"). The Project Construction Fund shall be owned by and be held in the name of the District in the custody of a Qualified Bank. The Project Construction Fund shall be held and applied for the uses and purposes set forth in the Construction Administration Agreement, subject to the following conditions:

- (a) The funds for the construction of the Project shall be deposited into five separate Subaccounts of the Project Construction Fund, namely:
 - (i) User Fee Subaccount. The proceeds of the User Fee as described in Section 4.2(a)(ii).
 - (ii) Bond Proceeds Subaccount. The \$160 million of proceeds from the sale of Stadium Revenue Bonds as described in Section 4.2(b)(i).
 - (iii) Infrastructure Subaccount. The \$9.1 million from the transportation infrastructure appropriation from the State of Wisconsin.
 - (iv) Team Subaccount. The contributions from the Team as described in Section 4.2(c).
 - (v) Available Investment Earnings Subaccount. The realized investment earnings and gains to be deposited in such Subaccount in accordance with Section 7.1(b).

- (b) The Project Construction Fund shall be invested in Permitted Investments selected by the District pursuant to an investment program devised in consultation with the Team. Earnings, gains and losses from such investments shall be for the account of the Subaccount from which the investment was made; provided, however, that the realized net earnings and gains from the investment of the User Fee Subaccount and from the portion of the Team Subaccount funded pursuant to Section 4.2(c)(i) shall be transferred when received to the Available Investment Earnings Subaccount. Realized earnings and gains from the investment of the Bond Proceeds Subaccount may be applied by the District to the payment of interest on the Stadium Revenue Bonds.
- (c) The Project Construction Fund shall be disbursed to pay Project Costs in the manner and subject to the conditions described in the Construction Administration Agreement. Whenever a withdrawal is made from the Project Construction Fund, the withdrawal shall be charged against (i) the Team Subaccount if the withdrawal is in respect of the Team's Leasehold Improvements, (ii) the Infrastructure Subaccount if the withdrawal is in respect of the Included Infrastructure Project, and (iii) in all other cases in the following order of priority:

First, the amount of all funds advanced by the Team to pay Project Costs (to the extent such costs are included in the Master Project Budget and the Team provides an accounting thereof to the District) prior to the funding of the User Fee Subaccount shall be temporarily charged to the Team Subaccount. When the User Fee Subaccount is funded, such amounts shall be reimbursed to the Team Subaccount by transfer from the User Fee Subaccount.

Second, after the execution and delivery of this Lease and prior to the issuance of the Stadium Revenue Bonds, the disbursements shall be charged to the User Fee Subaccount.

Third, following the issuance of the Stadium Revenue Bonds, the disbursements shall be charged to the Bond Proceeds Subaccount until \$160 million has been disbursed therefrom.

Fourth, disbursements shall next be charged to the User Fee Subaccount until an aggregate of \$82.5 million shall have been disbursed from the User Fee Subaccount pursuant to the Second priority and this Fourth priority.

Fifth, disbursements shall next be charged to the Team Subaccount until a total of \$285.2 million shall have been disbursed from the Project Construction Fund.

Sixth, disbursements shall next be charged to the Construction Reserve Fund in accordance with Section 7.2.

Seventh, disbursements shall next be charged to the Available Investment Earnings Subaccount until 45.76% of the amounts deposited into such Subaccount (including realized net investment earnings and gains on such Subaccount) shall have been so applied.

Eighth, disbursements shall next be charged to the Team Subaccount until no balance remains therein.

Ninth, disbursements shall next be charged to the User Fee Subaccount until no balance remains therein.

Tenth, disbursements shall next be charged to the Available Investment Earnings Subaccount until no balance remains therein.

After the Completion Date when all Project Costs have been paid, the balance in the Project Construction Fund shall be applied as follows: First, any Project Cost Savings shall be applied in accordance with Section 4.2(e). Second, an amount equal to the excess, if any, of 54.24% of the amounts deposited into the Available Investment Earnings Subaccount (including realized net investment earnings and gains on such Subaccount) over the amount disbursed from the User Fee Subaccount pursuant to the Ninth priority above shall be withdrawn from the Available Investment Earnings Subaccount and used to redeem or defease Stadium Revenue Bonds or to fund the District's obligation to fund the 8257 Fund under Section 229.825(2)(e)(2) of the Act. Third, any remaining balance in the Project Construction Fund shall be transferred to the Capital Improvements Fund.

- (d) The Qualified Bank shall, upon request therefor, furnish the City, District, and the Team with customary monthly trust account reports prepared by the Qualified Bank showing the detail of activity in the Project Construction Fund. All fees, charges and other expenses payable to the Qualified Bank in connection with the administration of such account shall be charged to and paid out of the Operations and Maintenance Fund.

Section 7.2 Construction Reserve Fund.

The District shall establish and maintain a trust fund as and for the construction reserve fund described in Section 229.829(4)(b) of the Act (referred to in this Lease as the "Construction Reserve Fund"). The Construction Reserve Fund shall be owned by and be held in the name of the District in the custody of a Qualified Bank. The Construction Reserve

Fund shall be held and applied for the uses and purposes set forth in the Construction Administration Agreement and Section 229.829(4)(b) of the Act, subject to the following conditions:

- (a) \$10 million from the proceeds of the User Fee shall be promptly turned over by the City to the District and promptly deposited by the District into the Construction Reserve Fund without intervening use or application by the District.
- (b) The Construction Reserve Fund may be applied only in accordance with the Act as in effect on the date of this Lease, or, as amended, if and to the extent the amendment does not impair the rights of the Team under this Lease in any respect, including, without limitation, the funding of the Bond Proceeds Subaccount, the Operations and Maintenance Fund, the 8257 Fund or the Capital Improvements Fund.
- (c) The Construction Reserve Fund shall be invested in Permitted Investments selected by the District pursuant to an investment program devised in consultation with the Team. Investment earnings and realized gains from such investments shall be applied toward payment of Project Costs in accordance with the Sixth priority set forth in Section 7.1(c) before the corpus of the Construction Reserve Fund is applied toward payment of Project Costs. Unrealized gains and losses and realized losses shall be for the account of the Construction Reserve Fund.

Section 7.3 Sales Tax Fund.

The District shall establish and maintain a trust fund as and for the special fund described in Section 229.825 of the Act (referred to in this Lease as the “Sales Tax Fund”). The Sales Tax Fund shall be owned by and be held in the name of the District in the custody of a Qualified Bank. The Sales Tax Fund shall be held and applied for the uses and purposes set forth in Section 229.825 of the Act, subject to the following conditions:

- (a) The tax revenues received by the District from the Wisconsin Department of Revenue pursuant to Subchapter V of Chapter 77 of the Wisconsin Statutes shall be promptly deposited into the Sales Tax Fund without intervening use or application by the District.
- (b) The Sales Tax Fund may be applied only in accordance with the Act as in effect on the date of this Lease, or, as amended, if and to the extent the amendment does not impair the rights of the Team under this Lease in any respect, including, without limitation, the funding of the Bond Proceeds Subaccount, the Operations and Maintenance Fund, the 8257 Fund or the Capital Improvements Fund.

- (c) The Sales Tax Fund shall be invested in Permitted Investments selected by the District in accordance with the Act. Earnings, gains and losses from such investments shall be for the account of the Sales Tax Fund.
- (d) The application of funds for maintenance and operating costs pursuant to Section 229.825(2)(b) of the Act shall be accomplished by transfers to the Operations and Maintenance Fund. On the first business day of January in each year commencing 2003, and continuing thereafter for the duration authorized in Section 229.825(2)(b) of the Act, there shall be transferred from the Sales Tax Fund to the Operations and Maintenance Fund an amount equal to the difference obtained by subtracting (i) the aggregate balance in the Ticket Tax Subaccount, Income Tax Check-off Subaccount, Brick and Tile Sales Subaccount, License Plate Sale, Subaccount of the 8257 Fund on such date prior to the transfer described in Section 7.4(d), from (ii) an indexed amount (the "Indexed Amount") equal to \$3,400,000 in 2003 and in each year thereafter equal to 102% of the indexed amount from the preceding year (except that the percentage shall be 103% as to any amount scheduled pursuant to Section 14.7 to be paid from the Operations and Maintenance Fund as compensation to municipal employees).
- (e) The application of funds for maintenance and operating costs pursuant to Section 229.825(2)(e)2. of the Act shall be accomplished by transfers of the applicable funds to the 8257 Fund.
- (f) The Qualified Bank shall, upon request therefor, furnish the City, District, and the Team with customary monthly trust account reports prepared by the Qualified Bank showing the detail of activity in the Sales Tax Fund. All fees, charges and other expenses payable to the Qualified Bank in connection with the administration of such account shall be charged to and paid out of the Operations and Maintenance Fund.
- (g) The District shall not make any certification to the Wisconsin Department of Revenue pursuant to Section 229.825(3)(b) of the Act without first giving the City and the Team not less than 30 days' prior written notice and an opportunity within said 30-day period to be heard on the adequacy of the funding of the reserves. In determining, for purposes of Section 229.825(3)(b) of the Act, the amounts necessary to fully fund the 8257 Fund, the District shall employ a consultant reasonably acceptable to the City and the Team to make commercially reasonable but conservative projections of investment earnings and inflation adjustments for the calculations contemplated in Section 229.825(2)(b) of the Act.

Section 7.4 8257 Fund.

The District shall establish and maintain a trust fund as and for the fund described in Section 229.8257 of the Act (referred to in this Lease as the “8257 Fund”). The 8257 Fund shall be owned by and be held in the name of the District in the custody of a Qualified Bank. The 8257 Fund shall be held and applied for the uses and purposes set forth in Section 229.8257 of the Act, subject to the following conditions:

- (a) The revenues received by the District from the following described sources shall be promptly deposited into six separate subaccounts of the 8257 Fund without intervening use or application by the District, namely:
 - (i) Ticket Tax Subaccount. The first \$500,000 of annual revenues received as proceeds from the Ticket Tax as described in Section 8.3 of this Lease and Section 229.8257(2)(a) of the Act;
 - (ii) Income Tax Check-off Subaccount. The revenues received from the Wisconsin Department of Revenue as described in Section 229.8257(2)(b) of the Act;
 - (iii) Brick and Tile Sales Subaccount. The revenues received from engraved brick or tile sales as described in Section 13.2 of this Lease and Section 229.8257(2)(c) of the Act;
 - (iv) License Plate Sales Subaccount. The revenues received from the Wisconsin Department of Transportation in respect of license plate sales as described in Section 229.8257(2)(d) of the Act;
 - (v) Sales Tax Subaccount. The funds transferred to the 8257 Fund from the Sales Tax Fund pursuant to Section 7.3(e) of this Lease and Section 229.825(2)(e) of the Act; and
 - (vi) Investment Earnings Subaccount. The earnings from the investment of the 8257 Fund.
- (b) The 8257 Fund may be applied only in accordance with the Act as in effect on the date of this Lease or, as amended, if and to the extent the amendment does not impair the rights of the Team under this Lease in any respect, including, without limitation, the funding of the Bond Proceeds Subaccount, the Operations and Maintenance Fund, the 8257 Fund or the Capital Improvements Fund.
- (c) The 8257 Fund shall be invested in Permitted Investments selected by the District pursuant to an investment program devised in consultation with the Team. Realized earnings, gains and losses from such investments

shall be for the account of the Investment Earnings Subaccount of the 8257 Fund.

- (d) On the first business day of January in each year commencing in 2003, and continuing thereafter through and including 2031: (i) the balance in the Investment Earnings Subaccount shall be transferred to the District and applied toward redemption or defeasance of the Stadium Revenue Bonds and/or funding of the District's obligation to fund the 8257 Fund under Section 229.825(2)(e)(2) of the Act, and (ii) an amount equal to the Indexed Amount for that year shall be transferred to the Operations and Maintenance Fund.
- (e) The Qualified Bank shall, upon request therefor, furnish the City, District, and the Team with customary monthly trust account reports prepared by the Qualified Bank showing the detail of activity in the 8257 Fund. All fees, charges and other expenses payable to the Qualified Bank in connection with the administration of such account shall be charged to and paid out of the Operations and Maintenance Fund.
- (f) In determining, for purposes of Section 229.825(2)(e) of the Act, the amounts necessary to fully fund the 8257 Fund, the District shall employ a consultant reasonably acceptable to the City and the Team to make commercially reasonable but conservative projections of investment earnings and inflation adjustments for the calculations contemplated in Section 229.825(2)(b) of the Act.

Section 7.5 Operations and Maintenance Fund.

The District shall establish and maintain a trust fund to pay maintenance and operations costs of the Lambeau Field Complex (referred to in this Lease as the "Operations and Maintenance Fund"). The Operations and Maintenance Fund shall be owned by and be held in the name of the District in the custody of a Qualified Bank. The Operations and Maintenance Fund shall be held and applied for the following uses and purposes:

- (a) There shall be deposited into the Operations and Maintenance Fund (i) the amounts transferred from the Sales Tax Fund pursuant to Section 7.3(d), (ii) the amounts transferred from the 8257 Fund pursuant to Section 7.4(d), (iii) Ticket Tax proceeds in excess of the amounts required to be deposited into the 8257 Fund pursuant to Section 7.4(a)(i) and paid to the District under Section 8.3, and (iv) the amounts transferred from the Capital Improvements Fund pursuant to Section 7.6(c).
- (b) The Operations and Maintenance Fund shall be invested in Permitted Investments selected by the District pursuant to an investment program devised in consultation with the Team. Realized earnings, gains and

losses from such investments shall be for the account of the Operations and Maintenance Fund.

- (c) Beginning January 1, 2003, the Operations and Maintenance Fund shall be used to pay Actual Operations and Maintenance Costs during each of the first 28 years of the Primary Term. Disbursements shall be made to or at the order of the Team upon receipt of requisitions from the Team identifying the costs and certifying that the costs have been properly incurred in accordance with Article XIV and either have been advanced by the Team or are currently due, owing and unpaid. The requisitions shall be supported with documentary evidence reasonably satisfactory to the District.
- (d) The Qualified Bank shall, upon request therefor, furnish the City, District, and the Team with customary monthly trust account reports prepared by the Qualified Bank showing the detail of activity in the Operations and Maintenance Fund. All fees, charges and other expenses payable to the Qualified Bank in connection with the administration of such account shall be charged to and paid out of the Operations and Maintenance Fund.

Section 7.6 Capital Improvements Fund.

This District shall establish and maintain a trust fund to be the repository of (i) amounts to be so deposited from the sale of Naming Rights in accordance with Section 3.7, and (ii) amounts to be transferred from the Project Construction Fund and so deposited in accordance with Sections 4.2(e) and 7.1(c). The Capital Improvements Fund shall be owned by and be held in the name of the District in the custody of a Qualified Bank. The Capital Improvements Fund shall be held and applied solely for the purpose of making Major Capital Repairs, Necessary Improvements, Discretionary Improvements and Small Projects in accordance with Article XIV, subject to the following additional conditions:

- (a) The Capital Improvements Fund shall be invested in Permitted Investments selected by the District pursuant to an investment program devised in consultation with the Team. Earnings, gains and losses from such investments shall be for the account of the Capital Improvements Fund.
- (b) The Qualified Bank shall, upon request therefor, furnish the City, District, and the Team with customary monthly trust account reports prepared by the Qualified Bank showing the detail of activity in the Capital Improvements Fund. All fees, charges and other expenses payable to the Qualified Bank in connection with the administration of such account shall be charged to and paid out of the Operations and Maintenance Fund.

- (c) Amounts transferred to the Capital Improvements Fund from the Available Investment Earnings Subaccount of the Project Fund, excluding, however, any portion thereof that was available but not needed for the Seventh priority in Section 7.1(c), shall be segregated in the Capital Improvements Fund and expended only with the consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Other amounts transferred to the Capital Improvements Fund pursuant to Sections 4.2(e) and 7.1(c) may be transferred to the Operations and Maintenance Fund upon the request of the Team and the consent of the District, which consent shall not be unreasonably withheld, upon a showing that balances in the Operations and Maintenance Fund are inadequate for the purposes of the Operations and Maintenance Fund.
- (d) An amount equal to the amount deposited from the sale of Naming Rights in accordance with Section 3.7 shall be segregated in the Capital Improvements Fund and expended only with the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII

TAXES

Section 8.1 Exemption.

The City, the District and the Team acknowledge that pursuant to Section 70.11(36)(b), Wis. Stats., the Lambeau Field Complex will be exempt from imposition of "Property Taxes". As used herein, the term "Property Taxes" shall mean all real estate and personal property taxes and assessments which are levied against the Lambeau Field Complex, or any Component thereof. The definition of the term Property Taxes shall include all general and special taxes levied by the City or any other political subdivision of the City or of the County or of the State of Wisconsin, so long as such tax is based upon or measured by the valuation of the Lambeau Field Complex, or any Component thereof. If, by reason of the exemption of the Lambeau Field Complex, or any Component thereof from the assessment of Property Taxes or otherwise, there is imposed on the Team any tax in lieu of Property Taxes, such as a tax on the Team's rights hereunder in the nature of a leasehold tax, such tax shall also be included in Property Taxes. If at any time during the Term the method of taxation then prevailing shall be altered so that any new tax or assessment shall be imposed in place of or partly in place of any Property Taxes, or contemplated increase therein, which tax or assessment shall be measured by or be based in whole or in part upon the value of the Lambeau Field Complex or any Component thereof, such taxes or assessments, to the extent so measured or based, shall be included in Property Taxes. The District hereby agrees to pay when due all Property Taxes levied or imposed by the District or Other Taxes levied or

imposed by the District (other than the Ticket Tax) which are payable during the Term and to indemnify, defend and hold the Team harmless from and against all such Property Taxes and Other Taxes. The City hereby agrees to pay when due all Property Taxes levied or imposed by the City or Other Taxes levied or imposed by the City (other than the User Fee) which are payable during the Term and to indemnify, defend and hold the Team harmless from and against all such Property Taxes and Other Taxes.

Section 8.2 Other Taxes.

As used herein, the term "Other Taxes" shall mean any or all of the following:

- (a) Taxes promulgated after the date hereof which are applicable solely to the property or business of sports teams and/or entertainment events or facilities or admissions to sporting and/or entertainment events including, but not limited to, any amusement taxes; and
- (b) Taxes promulgated after the date hereof which are levied against the receipt of amounts received from licensees of Private Boxes in excess of the amount allocable to the face value, if applicable, and if no face value is printed on the tickets, the fair value (as compared to the face value of tickets for the most comparable seating) of tickets provided to such Private Box licensees.

In the event Other Taxes are levied or targeted against the Team and/or the Lambeau Field Complex by the District and/or the City, the District and/or the City, as the case may be, agree to pay the same when due, in proportion to the amount of such Other Taxes imposed by each, and to indemnify, defend and hold the Team harmless therefrom.

The Ticket Tax described in Section 8.3 shall not be treated as Other Taxes if the tax rate is less than or equal to 10% or, if greater than 10%, has been consented to by the Team under an agreement which provides that the Ticket Tax proceeds in excess of those derived from a 10% tax rate be applied to a retirement or defeasance of Stadium Revenue Bonds and/or funding the District's obligation to fund the 8257 Fund under Section 229.825(2)(e)(2) of the Act or deposited into the Operations and Maintenance Fund in such respective proportions as may be agreed upon in writing by the City, the District and the Team.

Section 8.3 Ticket Tax.

In the exercise of its taxing powers under the Act, the District shall levy and collect, commencing with the 2001 Season, a ticket tax ("Ticket Tax") at a rate equal to ten percent (10%) of the face value of all paid admission tickets to facilities (other than for tours or to view memorabilia) under the jurisdiction of the District without discrimination or preference as to one facility or event as against any other. Without limiting the generality of the foregoing, the Ticket Tax shall apply to all Football Home Games and to all Special Events, Other Team Uses and Events and City events under Sections 9.3 and 9.4 that utilize the seating

1st Amendment - See 229.8245(2)(e)
we add - "The amount of \$500,000 set forth in the immediately preceding sentence may not be reduced in any subsequent agreement between the District & Team."

bowl of the Lambeau Field Complex and require paid admissions. The first \$500,000 of Ticket Tax proceeds collected each year during the Term of this Lease shall be deposited into the 8257 Fund. Any Ticket Tax proceeds in excess of \$500,000 per year shall be deposited into the Operations and Maintenance Fund; provided, however, that all Ticket Tax proceeds derived from commercial revenue-generating events held primarily in the seating bowl pursuant to Section 9.4 shall be applied toward redemption of the Stadium Revenue Bonds and/or funding the District's obligation to fund the 8257 Fund under Section 229.825(2)(e)(2) of the Act. If the District shall be dissolved prior to the expiration of this Lease, the City shall collect the Ticket Tax and promptly deposit the proceeds thereof as provided above.

Section 8.4 Payment in Lieu of Taxes.

The District, the City and the Team acknowledge that the Team may, at times, enter into sublease, license or other agreements relating to the occupancy and use of space within the Lambeau Field Complex by for-profit, third party commercial and/or retail entities unrelated to the Team, such as, by way of example, a sports-branded restaurant (individually, a "Third Party Entity" and collectively, "Third Party Entities"). In connection therewith, the City has expressed concern that, because of the tax exempt status of the Lambeau Field Complex, Third Party Entities might have a competitive advantage over local competing businesses located outside of the Lambeau Field Complex. Cognizant of the City's concerns, the Team hereby covenants and agrees that, as a condition to the Team's entering into any sublease, license or other agreement relating to the occupancy and use of space within the Lambeau Field Complex by a Third Party Entity ("Third Party Space"), the Team shall require such Third Party Entity to enter into a payment in lieu of taxes agreement with the City (a "PILOT Agreement"), whereby such Third Party Entity shall contractually agree with the City to make an annual payment in lieu of taxes to the City equivalent to the City-only portion of taxes on the Third Party Space that would be imposed by the City if the Third Party Space was not exempt. In connection therewith, the City covenants and agrees to enter into PILOT Agreements with Third Party Entities and to fairly and accurately assess the value of the Third Party Space when calculating payments in lieu of taxes under such PILOT Agreements, and to afford the Third Party Entity and/or the Team the same rights to contest the assessed valuation of the Third Party Space under such PILOT Agreements as a taxpaying owner under Wisconsin law.

The Team's covenant to condition any sublease, license or other agreement relating to the occupancy and use of any Third Party Space within the Lambeau Field Complex is specifically limited to Third Party Entities, and expressly excludes therefrom (i) any and all entities that are owned and/or operated by the Team, including, but not limited to, the Green Bay Packers Hall of Fame, the Green Bay Packers Pro Shop and a stadium club, and (ii) any and all entities exempt from income tax under Section 501(c) of the Internal Revenue Code and all other tax-exempt entities, including, but not limited to, the Green Bay Packers Foundation, Inc., the City hereby expressly acknowledging and agreeing that such entities are exempt.

ARTICLE IX

USE OF LAMBEAU FIELD COMPLEX

Section 9.1 Team's Use.

Commencing on the date hereof and continuing for the balance of the Term of this Lease, the Team and its employees, agents, contractors, guests, invitees, licensees, concessionaires and subtenants, if any, shall be entitled to the exclusive possession and use of, and all revenues derived from, the Lambeau Field Complex for the following uses and at all times (subject to the restrictions set forth in Section 9.2 and the exception set forth in Sections 9.3 and 9.4) and in strict compliance with all Legal Requirements and all National Football League Rules and Regulations (herein the uses set forth in this Section 9.1 shall be collectively referred to as the "Permitted Uses"):

- (a) Football Use;
- (b) Operating and/or selling or granting licenses, sublets or similar interests, to concessionaires, vendors, advertisers, users and others for club/restaurant facilities, retail establishments, amusement arcades and other commercial, marketing, promotional, private and business-catered functions, entertainment and recreational activities in connection with the utilization of the Lambeau Field Complex;
- (c) Operating the Team's general office and utilizing or causing to be utilized reasonable and necessary office space in connection with the operation of the Lambeau Field Complex;
- (d) Selling parking for Football Home Games and Special Events, and selling food and alcoholic and non-alcoholic beverages, souvenirs and other items normally considered "Concessions" in sports and entertainment facilities;
- (e) Subject to the provisions regarding Naming Rights as set forth in Section 3.7, selling space in the Lambeau Field Complex for promotion, sponsorship or advertising of all kinds in connection with the Team's exclusive use of the Lambeau Field Complex;
- (f) Conducting Special Events with the District's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that no such consent shall be required if (i) the Lambeau Field Complex is made available to promoter(s) pursuant to a Rental/Promotion Agreement, and (ii) no later than five business days prior to such Special Event, the Team delivers to the District a certificate from an officer of the Team (including a true and correct copy of the respective Rental/Promotional Agreement) stating that the Rental

Promotion Agreement has been entered into in compliance with clause (i) above and that the Special Event will not violate any of the restrictions contained in Section 9.2; and

- (g) Other Team Uses and Events.

Section 9.2 Limitations Upon the Team's Use.

Anything herein to the contrary notwithstanding, the Team's right to exclusive possession and use of the Lambeau Field Complex shall be subject to the following limitations:

- (a) The Team shall not use or operate the Lambeau Field Complex in violation of any Legal Requirements or in violation of any National Football League Rules and Regulations.
- (b) The Team shall not use or operate the Lambeau Field Complex for any use other than as provided in Section 9.1 and the Team shall not construct any additional improvements on the Lambeau Field Complex (other than Improvements to the Project as provided herein and in Article XIV hereof) without the prior written consent of the District. For the purposes of this Section 9.2(b) only, the District will not withhold its consent if all of the following criteria are met by the Team to the reasonable satisfaction of the District:
 - (i) The proposed use and/or Improvement complies with all Legal Requirements, the National Football League Rules and Regulations and the Permitted Exceptions;
 - (ii) The Team is not then in Default (beyond the expiration of any applicable Notice and Cure Period) under this Lease;
 - (iii) The Team has furnished written evidence of its financing arrangements to the District (relating to the Team's implementation of the proposed use or construction of the intended Improvement) not later than 15 days prior to such implementation or construction;
 - (iv) The Improvements will not adversely affect the structural integrity of the Lambeau Field Complex; and
 - (v) In the case of Improvements to the Lambeau Field Complex by the Team, the Team has consulted with and provided the District with copies of the applicable plans and specifications.

Section 9.3 City's Use for Civic or Charitable Events.

The City shall have the right to use the seating bowl, playing field and common areas of the Lambeau Field Complex (but excluding Private Boxes and indoor and outdoor club seats) for civic or charitable events, subject to the following conditions:

- (a) The use in any particular Lease Year shall be limited to not more than two events and shall be pursuant to a schedule of dates and events proposed by the City and worked out in consultation with the Team prior to the commencement of such Lease Year. One such event may be held only during the period from February 1 through May 15, and the other only during the period from May 16 through June 30.
- (b) The Team, acting reasonably and in good faith, shall have the right to reject any proposed usage by the City in the event the Team determines that such usage (i) presents an unacceptable public safety risk or an unacceptable risk of damage to the Lambeau Field Complex including particularly, but without limitation, the playing field surface; (ii) is incompatible or inconsistent with any sponsorship or promotional arrangement which the Team has in place or is in the process of putting in place; (iii) is incompatible or inconsistent with the image portrayed by the Green Bay Packers; (iv) would materially detract from the revenue generating capacity of the Lambeau Field Complex for the benefit of the Team in such Lease Year; (v) is not civic (meaning that no admission is charged) or charitable (meaning that the net proceeds from the event are for the benefit of one or more bona fide charities) in nature; or (vi) would interfere with the preparation for, set-up or conduct of Special Events or Other Team Uses and Events at the Lambeau Field Complex.
- (c) In each instance the City shall deliver to the District and the Team a written undertaking by the City (i) to pay all costs and expenses of the event; (ii) to provide proper police security and medical attention; (iii) to indemnify the District and the Team and hold them harmless from and against all liabilities and expenses, including legal defense costs, for personal injury or property damage arising out of such usage; and (iv) to return the premises to a condition at least as good as they were in immediately prior to such usage.
- (d) The usage shall not impair the tax-exempt status of the Stadium Revenue Bonds.
- (e) The Team shall have the right, but not the obligation, to have its personnel present at the Lambeau Field Complex at all reasonable times and places.

Section 9.4 City's and/or District's Use for Commercial Events.

The City and the Team, based upon a longstanding history of working together for the benefit of the community, desire to cooperate with respect to the utilization of portions of the Lambeau Field Complex for certain commercial events. The City, by or on behalf of itself (and, if agreed upon between the City and the District, the District) shall have the right to use the seating bowl, playing field and common areas of the Lambeau Field Complex (but excluding the Private Boxes and indoor and outdoor club seats) for certain commercial events in each Lease Year during the period from February 1 through June 30, commencing in the 2004 Lease Year, but subject in all events to the following terms and conditions:

- (a) During the period from February 1 through June 30 (the "Off Season"), such use shall be pursuant to a schedule of dates and events proposed by the City and mutually agreed upon by the City and the Team not later than October 31 of the immediately preceding Lease Year (the "Outside Scheduling Date"). Subject to the conditions set forth in this Section 9.4, the City shall be entitled to conduct one revenue-generating event per month during the Off Season, each of which must be held primarily within the seating bowl (i.e., not primarily within the Atrium or on the parking lot). The City shall have Scheduling Priority from February 1 through May 15; provided, however, that the Team shall have the right to schedule Special Events and/or Other Team Uses and Events on any date as to which the City has not scheduled a commercial event prior to the Outside Scheduling Date, provided that any such Special Event or Other Team Uses and Events (i) shall not be incompatible or inconsistent with any event scheduled by the City, and (ii) shall not interfere with the preparation for, set-up or conduct of any scheduled City Event. The Team shall have Scheduling Priority from May 16 through June 30.
- (b) Any additional commercial revenue-generating events which the City desires to schedule shall require the consent of the Team. The right of the City to continue to schedule any revenue-generating events shall continue until June 30 of the Lease Year in which the Change of Control Date occurs. Prior to the Change of Control Date, the City and the Team will meet to negotiate the continuation, elimination or alteration of this practice. In negotiating the resolution, the City and the Team shall take into consideration the financial success of the City's events and the then competitive position of the Team in the NFL in addition to any other relevant considerations.
- (c) The rights and obligations of the City and the Team under this Section 9.4 are subject to the following terms and conditions:
 - (i) In each instance as to which the City is promoting a commercial event, the City shall deliver to the District and the Team a written

undertaking by the City (i) to pay all costs and expenses of the event except for costs directly related to revenues which the Team is entitled to receive; (ii) to provide proper police security and medical attention; (iii) to indemnify the District and the Team and hold them harmless from and against all liabilities and expenses, including legal defense costs, for personal injury or property damage arising out of such usage, as well as for financial commitments and contractual obligations made by the City relating to the holding or sponsorship of such event; and (iv) to return the premises to a condition at least as good as they were in immediately prior to such usage.

- (ii) The Team, acting reasonably and in good faith, shall have the right to reject any proposed commercial usage by the City in the event the Team determines that such usage (i) presents an unacceptable public safety risk or an unacceptable risk of damage to the Lambeau Field Complex including particularly, but without limitation, the playing field surface; (ii) is incompatible or inconsistent with any sponsorship or promotional arrangement which the Team has in place or is in the process of putting in place; (iii) would violate the National Football League Rules and Regulations relating to the public image of an NFL Team; or (iv) with respect to the period from May 16 through June 30, would interfere with the preparation for, set-up or conduct of Other Team Uses and Events or Special Events at the Lambeau Field Complex.
- (iii) The usage shall not impair the tax-exempt status of the Stadium Revenue Bonds.
- (iv) The Team shall have the right, but not the obligation, to have its personnel present at the Lambeau Field Complex at all reasonable times and places.
- (v) Any commercial revenue-generating event which the City desires to schedule in May shall be conducted on or before May 15.
- (d) For all City-sponsored commercial events conducted during the Off Season, the Team shall be entitled to all concessions revenues. For all Team-sponsored commercial events conducted during the Off Season, the City shall be entitled to all net parking revenues.
- (e) The City acknowledges that the net revenue generated by all such City events and any and all revenue payable to the City under this Section 9.4 with respect to Team events will be paid to the District to meet debt service obligations with respect to Stadium Revenue Bonds and 8257

Fund obligations of the District until the Change of Control Date and thereafter shall, if applicable, be disbursed in accordance with Section 3.4 hereof, as if the revenue payable to the City/District was "property" under Section 229.828 of the Act.

- (f) Any and all references in this Section 9.4 to the "City" shall be deemed to include the District if and to the extent the City and District agree that the District should participate in the promotion and/or operation of any such event; provided that with respect to the re-opener provisions of Section 9.4(b), any reference to the "City" shall automatically be deemed to refer to the City and the District.

Section 9.5 Disclaimed Revenues.

Unless otherwise expressly provided for herein, the District and the City disclaim all revenues generated by the operations of the Team or derived from the ownership or promotion of the Team's Franchise, or from the operation or promotion of the Lambeau Field Complex for Permitted Uses.

Section 9.6 District Conference Room.

Beginning on the Commencement Date of the Primary Term and continuing until the dissolution of the District, the Team shall, at no cost to the District, provide access to a conference room for official District Board meetings. It is anticipated that such official District Board meetings will be held on a monthly basis, but in the event the District Board desires to hold more than one official meeting in any calendar month, the ability to utilize a conference room at the Lambeau Field Complex shall be dependent upon the Team's business needs in determining the availability of the same.

ARTICLE X

MANAGEMENT OF LAMBEAU FIELD COMPLEX

Section 10.1 Management.

The Team shall be exclusively responsible for the management and operation of the Lambeau Field Complex (in addition to its operation of the Team's business), including, but not limited to, the following rights, responsibilities and obligations:

- (a) Employing, at the Team's expense, all day-of-game, seasonal and year-round personnel including, without limitation, all private enterprise security, crowd control, maintenance, cleaning, landscaping and other personnel or independent contractors required for the operation, protection of public safety and Maintenance of the Lambeau Field Complex. The Team shall be entitled to draw upon the Operations and

Maintenance Fund to pay its Actual Operations and Maintenance Costs under this Section;

- (b) Acquiring and maintaining all insurance required to be carried by the Team pursuant to Article XXII;
- (c) Effectuating all Maintenance of the Lambeau Field Complex in accordance with Article XIV; and
- (d) Establishing appropriate policies, procedures and rules for the operation, management and maintenance of the Lambeau Field Complex and operate, manage and maintain the Lambeau Field Complex to promote public safety and convenience and to maintain order.

Section 10.2 Utilities and Services.

The Team shall be responsible for paying when due the cost of all utility services necessary for the operation of the Lambeau Field Complex, including, but not limited to, fuel, water, sewerage and electricity, from the utility or municipality providing such service. The Team shall be entitled to draw upon the Capital Improvements Fund to pay its costs under this Section.

Section 10.3 Traffic Control; Lambeau Field Complex Security.

With respect to traffic control, the City shall be responsible for providing sufficient staffing of City personnel to (i) control traffic at and around the Lambeau Field Complex parking lot entrance areas both before, during and after all Football Home Games, Special Events and Other Team Uses and Events at the Lambeau Field Complex during the Term hereof (the "Traffic Control Obligations"), (ii) provide security, with the power of arrest, at and in the Lambeau Field Complex, with the Team having the right to determine, with input from the City, the appropriate levels of security at the Lambeau Field Complex in the Team's reasonable and prudent business judgment and in accordance with National Football League industry standards (the "Security Obligations"), and (iii) provide sufficient fire department/paramedic personnel together with at least one staffed ambulance and fire pumper truck (the "Emergency Medical Obligations"). The City shall be compensated for complying with its Traffic Control Obligations, Security Obligations and Emergency Medical Obligations in the amount of \$400,000 for each of the Lease Years 2001 and 2002, on or before December 15 of each such Lease Year and thereafter in accordance with the terms of the City Maintenance Agreement. The Team shall be entitled to draw upon the Operations and Maintenance Fund to pay its costs under this Section.

ARTICLE XI

POSSESSION; CONDITION OF PREMISES

Section 11.1 Possession.

With respect to any third party potentially culpable contractors, and not to the detriment of the District or the City, the Team's taking possession of the Lambeau Field Complex or any portion thereof shall not constitute evidence against the Team nor imply that the portion of the Lambeau Field Complex taken possession of was then in good order and satisfactory condition, the determination of which shall be as provided in the Construction Administration Agreement. All punch-list items shall be determined and remedied as provided in the Construction Administration Agreement.

ARTICLE XII

RETURN OF PREMISES

Section 12.1 Surrender of Possession.

At the termination of this Lease by lapse of time or otherwise or upon termination of the Team's right of possession without termination of this Lease, the Team shall surrender possession of the Lambeau Field Complex to the City and the District and deliver all keys to any enclosed or secured areas of the Lambeau Field Complex to the City and District and shall, subject to Sections 12.2 and 12.3, return the Lambeau Field Complex, including the then remaining Original Leasehold Improvements, to the City and District in good condition and repair, excluding normal wear and tear and subject to loss or damage by fire or other casualty.

Section 12.2 Installations and Additions.

All installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, temporary or permanent, and all Improvements to the Lambeau Field Complex, including the then remaining Original Leasehold Improvements (except for other movable furniture, personal property and equipment belonging to the Team and not part of the Original Leasehold Improvements, and except for Discretionary Improvements paid for by the Team which may be removed without causing damage to the Lambeau Field Complex), in or upon the Lambeau Field Complex, whether placed there by the Team or the District, shall remain upon the Lambeau Field Complex upon termination or expiration of this Lease or the Team's right of possession hereunder.

Section 12.3 Trade Fixtures and Personal Property.

The Team, at its election, shall remove the Team's furniture, trade fixtures, and other items of movable personal property and equipment of every kind and description (except

for the then remaining Original Leasehold Improvements and except for any other Leasehold Improvements which constitute an integral part of the Lambeau Field Complex and for such items that are expressly excluded under Section 12.2) owned by the Team from the Lambeau Field Complex and, to the extent of any such removal, restore any material damage to the Lambeau Field Complex caused thereby, such removal and restoration to be performed promptly following termination of this Lease or the Team's right of possession, whichever might be earlier. If the Team fails to promptly remove such items, the District or the City may do so, at the District's or City's option, and the Team shall pay to the District or the City, as the case may be, upon demand the reasonable cost of removal of such items and of restoring the Lambeau Field Complex.

Section 12.4 Survival.

All obligations of the Team under this Article XII shall survive the expiration of the Term or any sooner termination of this Lease.

Section 12.5 Holding Over.

If the Team shall retain possession of the Lambeau Field Complex after termination or expiration of the Term, then (i) the Team shall indemnify the District and the City against all liabilities and damages sustained by the District and/or the City by reason of such retention of possession of the Lambeau Field Complex by the Team, and (ii) if such retention of possession of the Lambeau Field Complex is with the express written consent of the District or the City, as the case may be, such tenancy shall be from month to month and in no event from year to year or any period longer than month to month. The provisions of this Section 12.5 shall not constitute a waiver by the District or the City of any re-entry rights or remedies of the District or the City available under this Lease or by law, except that any right of the District or the City to claim damages pursuant to Section 704.27, Wis. Stats. (1997-98), or any successor thereto, shall be and hereby is waived by the District or the City.

ARTICLE XIII

RIGHTS RESERVED TO THE DISTRICT

Section 13.1 Rights Reserved to the District and the City.

(a) In addition to all of the District's rights hereunder and under the Construction Administration Agreement, the District hereby reserves the following rights (exercisable with reasonable prior notice to the Team and without effecting an eviction or disturbance of the Team's use or possession of the Lambeau Field Complex or giving rise to any claim for set-off or abatement of Rent or affecting any of the Team's obligations under this Lease): to enter the Lambeau Field Complex at reasonable hours for reasonable purposes including, without limitation, inspection of the Team's performance of Maintenance, Major Capital Repairs and Improvements.

(b) In addition to all of the City's rights hereunder, the City hereby reserves the following rights (exercisable with reasonable prior notice to the Team and without effecting an eviction or disturbance of the Team's use or possession of the Lambeau Field Complex or giving rise to any claim for set-off or abatement of Rent or affecting any of the Team's obligations under this Lease): to enter the Lambeau Field Complex at reasonable hours for reasonable purposes including, without limitation, inspection of the Team's performance of Maintenance, Major Capital Repairs, and Improvements.

Section 13.2 Sale of Tiles and Bricks.

The District shall have the sole and exclusive right to sell engraved tiles and/or bricks, which may be placed in and around the Lambeau Field Complex. Notwithstanding the foregoing, the Team, upon the request of the District, shall use commercially reasonable efforts to establish and implement the program relating to the sale of such engraved tiles and/or bricks. The design and the pricing of said tiles and bricks shall be subject to the prior written consent of the Team, which consent shall not be unreasonably withheld, conditioned or delayed. All net revenues (i.e., after deducting all reasonable direct and indirect costs incurred by the Team in establishing such program) derived from the sale of tiles and bricks shall be promptly deposited into the 8257 Fund.

Section 13.3 Sale or Transfer of Team.

In the event (i) the Team or the Team's Franchise is sold or transferred to any third party which does not assume the terms of this Lease in writing, or (ii) substantially all of the assets of the Team are liquidated, in either event prior to the time the certification is made to the Wisconsin Department of Revenue under Section 229.825(3)(a) of the Act, that all Stadium Revenue Bonds issued for purposes related to the redevelopment of the Lambeau Field Complex, and any Stadium Revenue Bonds issued to fund or refund those Stadium Revenue Bonds, have been retired or have been paid in accordance with the defeasance provisions of the bond resolution authorizing their issuance then, in either such event, the terms of the sale, transfer or liquidation shall require the Team and/or the third party transferee to pay amounts sufficient to fund (i) the immediate retirement of all outstanding Stadium Revenue Bonds, including Stadium Revenue Bonds issued to fund or refund those Stadium Revenue Bonds, as well as all costs related thereto, and (ii) if the City elects to and does demolish the Lambeau Field Complex within one year following the occurrence of either of the events hereinabove described, the additional amount necessary to reimburse the City for the actual out-of-pocket cost of such demolition. The Team and the District hereby further acknowledge and agree that this Section 13.3 may not be amended or modified unless specifically authorized by the Wisconsin State Legislature.

Section 13.4 Non-Relocation Agreement.

The Team hereby acknowledges that the City and the District will be irreparably harmed by the transfer of the Team's Franchise to a location other than the Lambeau Field Complex during the Initial and Primary Terms of the Lease. Accordingly, during the Initial and Primary Terms of the Lease, the Team hereby acknowledges and agrees as follows:

- (a) The City and the District do not have an adequate remedy at law for breach of this Section 13.4.
- (b) The Team shall not enter into any contract or agreement of any kind to transfer the Team's Franchise outside the City to a location other than the Lambeau Field Complex without the prior written consent of the City and the District.
- (c) The Team shall not make formal application to the National Football League for approval to transfer the Team's Franchise to a location other than the Lambeau Field Complex without the prior written consent of the City and the District.
- (d) Subject to Force Majeure, any Untenantability Period, National Football League Rules and Regulations, (to the extent that the Team complies with all such NFL Rules and Regulations), and Section 1.2.2 of the Construction Administration Agreement, the Team shall play all of its regular season Football Home Games for each Season at the Lambeau Field Complex.
- (e) In the event of a violation of this Section 13.4, the City and the District shall be entitled to seek and obtain, and the Team hereby consents to the entry of, a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent jurisdiction to enjoin any violation of this Section 13.4.
- (f) Any breach of this Section 13.4 which has not been cured within 30 days following written notice thereof from the District to the Team, shall constitute an Event of Default under the Lease, and shall entitle the District, upon not less than 30 days' prior written notice to the Team to exercise any remedy available to it at law or in equity including, but not limited to, the right to terminate the Lease, in which event the Term of the Lease, as well as any obligations of the Team including, but not limited to, the obligations set forth in this Lease, shall end, all in accordance with the terms set forth in Article XIX of this Lease.

ARTICLE XIV

MAINTENANCE AND MAJOR REPAIRS; IMPROVEMENTS

Section 14.1 Maintenance Obligations.

The Team shall make and perform any and all Maintenance on the Lambeau Field Complex. Such Maintenance shall be performed in accordance with the provisions of Exhibit B attached hereto and made a part hereof and the provisions of this Article 14. The

Team shall be entitled to draw upon the Operations and Maintenance Fund to pay the Actual Operations and Maintenance Costs. In the event the amounts therein are insufficient to pay All Actual Operations and Maintenance Costs, the Team shall nevertheless make and perform the Maintenance at its expense, subject to Section 14.8(a)(ii).

Section 14.2 Major Capital Repairs.

- (a) **General.** Subject to the provisions of Section 14.2(b), the Team shall make and perform all Major Capital Repairs in accordance with the provisions of Exhibit C attached hereto and made a part hereof and the provisions of this Article 14, with the costs and expenses thereof to be paid from the Capital Improvements Fund. In the event the amounts therein are insufficient to pay for Major Capital Repairs, the Team shall nevertheless make and perform Major Capital Repairs at its expense.
- (b) **Conditions.** The right of the Team to utilize the Capital Improvements Fund to pay for any Major Capital Repairs to be undertaken by the Team is subject, in each and every case, to all of the following conditions:
 - (i) The Team has not suffered a Major Default under this Lease which has not been cured prior to the expiration of any Notice and Cure Period at the time of the commencement of any Major Capital Repairs; and
 - (ii) Such Major Capital Repair is set forth in the Capital Improvement Budget for the Lease Year in question; provided, however, in the event the need for such Major Capital Repair arises subsequent to the adoption of such Capital Improvement Budget, such Major Capital Repair shall not, unless such Major Capital Repair is an Emergency Capital Repair or is required to ensure the Lambeau Field Complex complies with all Legal Requirements, or National Football League Rules and Regulations, be commenced or performed until the City has consented to such Major Capital Repairs in writing (which consent shall not be unreasonably withheld, conditioned or delayed); and
 - (iii) The performance of such Major Capital Repair does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds.

Section 14.3 Necessary Improvements.

- (a) **General.** Subject to the provisions of Section 14.3(b), the Team shall make and perform any and all Necessary Improvements in a safe and first-class manner and in accordance with the provisions of this Article

14, with the costs and expenses thereof to be paid from the Capital Improvements Fund. In the event the amounts thereof are insufficient to pay for Necessary Improvements, the Team shall nevertheless make and perform the Necessary Improvements at its expense.

- (b) **Conditions.** The right of the team to utilize the Capital Improvements Fund to pay for Necessary Improvements undertaken by the Team is subject, in each and every case, to all of the following conditions:
- (i) The Team has not suffered a Major Default under this Lease which has not been cured prior to the expiration of any Notice and Cure Period at the time of commencement of any Necessary Improvements; and
 - (ii) The Team shall have submitted evidence, reasonably satisfactory to the District, that such Improvement constitutes a Necessary Improvement; and
 - (iii) Such Necessary Improvement is set forth in the Capital Improvement Budget for the Lease Year in question; provided, however, in the event the need for such Necessary Improvement arises subsequent to the adoption of such Capital Improvement Budget, the Necessary Improvement shall not, unless it is a Necessary Improvement described in (a) of the definition of Necessary Improvements, be commenced or performed until the City has consented to such Necessary Improvement in writing (which consent shall not be unreasonably withheld, conditioned or delayed); and
 - (iv) The performance of such Necessary Improvement does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds.

Section 14.4 Discretionary Improvements.

- (a) **General.** Subject to the provisions of Section 14.4(b), Section 14.4(c) and Section 14(d), the Team shall make and perform any and all Discretionary Improvements in a safe and first-class manner and in accordance with the provisions of this Article XIV, with the costs and expenses thereof to be paid from the Capital Improvements Fund unless there are insufficient funds in the Capital Improvements Fund at such time to pay for such Discretionary Improvements, in which event the Team shall pay the balance of any such costs in excess of the amount available in the Capital Improvements Fund. Without the prior written consent of the City, no Discretionary Improvements may be made until the Stadium Project has been Substantially Completed.

- (b) **Conditions to Discretionary Improvements Paid for by the District and Performed by the Team.** The performance of any Discretionary Improvements by the Team at the District's cost and expense is subject, in each and every case, to Section 9.2 and all of the following conditions:
- (i) That such Discretionary Improvements are set forth in the Discretionary Improvement Budget for the Lease Year in question; and
 - (ii) That the Team has not suffered a Major Default under this Lease which has not been cured prior to the expiration of any Notice and Cure Period at the time of commencement of any Discretionary Improvements;
 - (iii) No Discretionary Improvements may be made by the Team during the final two Lease Years of the Primary Term nor during any Extension Term without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; and
 - (iv) The performance of such Discretionary Improvement does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds.
- (c) **Standards with Respect to the Making of Discretionary Improvements.** In making any decision with respect to Discretionary Improvements which are to be paid for from the Capital Improvements Fund, the District and the Team shall take into consideration the then existing and project balances therein, together with the reasonably foreseeable needs for any Major Capital Repairs, Necessary Improvements and/or Discretionary Improvements.
- (d) **Right of Team to Make Discretionary Improvements Paid for by the Team.** Notwithstanding anything to the contrary in this Article XIV, but subject in all events to the terms and conditions contained herein, the Team shall have the right at any time subsequent to the Commencement Date to make, perform, design, construct and pay for any Discretionary Improvements without the consent of the District or the City; provided in each and every case that (i) the Team pays the entire cost of any such Discretionary Improvement; (ii) the Discretionary Improvement will not have an adverse effect upon the value or the usefulness of the Lambeau Field Complex, (iii) the Team shall work cooperatively with and keep the District and the City informed with respect to all material aspects of the Discretionary Improvement, (iv) the Discretionary Improvement will not have an adverse effect on the tax-exempt (if applicable) status of the

Stadium Revenue Bonds, and (v) the making of the Discretionary Improvement complies in all respects with Article IX.

Section 14.5 Certain Procedures with Respect to Maintenance, Major Capital Repairs and Improvements.

- (a) On or before 30 days prior to the commencement of each Lease Year during the Primary Term, the Team shall develop a budget and related documents and submit the same to the City for its information and opportunity to provide comment to the Team (each such budget and related documents are collectively called the “Capital Improvement Budget”) setting forth (i) a list of Major Capital Repairs and Necessary Improvements to be performed during the ensuing Lease Year, (ii) a budget, which shall include a reasonable contingency amount, setting forth the estimated costs of performing such Major Capital Repairs and Necessary Improvements and paying utility costs and other operations and maintenance expenses as provided for in Section 14.8(a)(ii), (iii) a schedule setting forth the timetable for commencement and completion of such Major Capital Repairs and Necessary Improvements, which Capital Improvement Budget may be periodically reevaluated upon the written request of the Team or the City and shall be re-evaluated in the event the inspection of the Lambeau Field Complex requires such re-evaluation;
- (b) Not less than once each Lease Year during the Primary Term, representatives of the Team and the District shall discuss and resolve any other issues relating to Maintenance, Major Capital Repairs or Improvements;
- (c) Not less than once each Lease Year during the Primary Term, representatives of the Team and the City shall discuss and evaluate Discretionary Improvements which the Team proposes to be constructed and installed during the ensuing Lease Year and, if the Team and the City agree that such Discretionary Improvements should be performed, develop and agree upon a budget and related documents (each such budget and related documents are collectively called a “Discretionary Improvement Budget”) setting forth (i) the costs of performing such Discretionary Improvements and, the rights and obligations of the parties with respect to the payment of such costs, and (ii) a schedule setting forth a timetable for commencement and completion of such Discretionary Improvement; and
- (d) In consultation with the District, the Team shall, at the Team’s sole cost, comply with all obligations and responsibilities of the District with respect to minority and women contracting as provided under Section 229.8273, Wis. Stats., and comply with the provisions of Section

229.8275, Wis. Stats., and shall indemnify the District for all loss, liability, damages or expenses, including reasonable attorneys' fees, arising out of any failure to so comply. Prior to the Commencement Date of the Primary Term, the Team shall deliver to the District a plan of action, in form reasonably satisfactory to the District and consistent with the plan of action adopted by the Developer under the Construction Administration Agreement, detailing the procedures and policies the Team will undertake to assure continued compliance with Section 229.8273 Wis. Stats. throughout the Primary Term, and shall thereafter in December of each year throughout the Primary Term deliver to the District a written report, in form reasonably satisfactory to the District, detailing and confirming the Team's compliance with this Section 14.5(d), forecasting the following year's events which may trigger the provisions of Section 229.8273 Wis. Stats. and setting forth the steps the Team will take in the upcoming year to comply with Section 229.8273 Wis. Stats.

Section 14.6 Small Projects.

- (a) **General.** Subject to the provisions of Section 14.6(b), the Team may, at its option, make and perform Small Projects in a safe and first-class manner and in accordance with the provisions of this Article XIV, with the costs and expenses thereof to be paid from the Capital Improvements Fund.
- (b) **Conditions to Performing Small Projects.** The right of the Team to perform Small Projects is subject, in each and every case, to all of the following conditions:
 - (i) Such Small Project (other than an Emergency Capital Repair) is set forth in the Capital Improvements Budget (as the same may be amended from time to time) for the Lease Year in question; and
 - (ii) The Team has not suffered a Major Default under this Lease which has not been cured prior to the expiration of any Notice and Cure Period at the time of commencement of any Small Project; and
 - (iii) The aggregate costs of all Small Projects to be performed during any Lease Year by the Team shall not exceed the Annual Small Project Cap; and
 - (iv) With respect to any Emergency Capital Repair, the Team shall have given, if feasible under the circumstances, prior written notice to the District setting forth the nature and scope of the Emergency Capital Repair and the estimated cost for performing

the same; provided, however, that any costs incurred for Emergency Capital Repairs or to ensure compliance with any Legal Requirements shall not be considered when determining the Annual Small Project Cap; and

- (v) The Team shall perform all Small Projects in accordance with Exhibit C and this Article XIV; and
- (vi) The performance of any Small Projects does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds.

Section 14.7 City Maintenance Agreement.

- (a) As between the City and the Team, the Team shall be responsible for all Maintenance of the Lambeau Field Complex, and the City shall have no obligation to deposit funds into the Operations and Maintenance Fund. The Team and the City shall use good faith efforts to enter into a multi-year City Maintenance Agreement for the performance of appropriate Maintenance services. The terms of any such City Maintenance Agreement shall take into consideration, among other things, (i) those services which the Team desires to be supplied to it and are within the capabilities of the City at a competitive pricing structure, (ii) the security requirements of the Team, and (iii) the nature of any existing service relationships between the Team and third party service providers.
- (b) The City shall have the right to retain the City's Maintenance Account and apply the proceeds thereof in its sole discretion.

Section 14.8 Capital Improvements Fund.

- (a) Subject to Section 7.6, the Team shall, from time to time, and in such order as the Team may determine, withdraw or otherwise direct the disbursement, as hereinafter provided, of funds in the Capital Improvements Fund as follows:
 - (i) To pay any and all costs and expenses properly paid or incurred and in accordance with the procedures set forth in Section 14.5 hereof in connection with any Major Capital Repairs, Necessary Improvements or Discretionary Improvements in accordance with the applicable Budgets;
 - (ii) To pay, or reimburse the Team, for all utility costs incurred in connection with the operation of the Lambeau Field Complex, as well as any other operations and maintenance and expenses in

excess of funds then available in the Operations and Maintenance Fund; and

- (iii) To reimburse the Team for payment of the actual costs properly paid or incurred by the Team for any Small Projects, but only if each and every of the following conditions are satisfied:
 - (a) The Team has complied with Section 14.6; and
 - (b) The Team shall have submitted to the District information setting forth (i) a certificate from either an architect or an officer of the Team certifying that such Small Project has been completed in accordance with the plans and specifications therefore, all Legal Requirements and the terms and provisions of this Lease and (ii) copies of all bills, invoices, and other evidence, reasonably acceptable to the District, establishing the actual costs expended by the Team on such Small Project.

Section 14.9 Adjustments to Annual Small Project Cap.

Effective as of the first day of the third Lease Year of the Primary Term and as of the first day of each Lease Year thereafter the Annual Small Project Cap shall be adjusted by the increase, if any, in the CPI between the first day of the first Lease Year of the Primary Term and the first day of the third Lease Year of the Primary Year and with similar adjustments for each consecutive one-year period thereafter during the Term. Such annual adjustments in the Annual Small Project Cap shall never result in a reduction below the Annual Small Project Cap in effect for the immediately preceding Lease Year.

Section 14.10 Certain Restrictions on the Team.

With respect to any Major Capital Repairs, Necessary Improvements or Discretionary Improvements to the Lambeau Field Complex, the Team shall furnish to the District and the City, plans and specifications, names and addresses of contractors, and necessary permits and licenses. All Major Capital Repairs, Necessary Improvements or Discretionary Improvements shall be installed in a good, workmanlike manner, and only high-grade materials shall be used. The Team further agrees to hold the District and the City harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with any Major Capital Repairs, Necessary Improvements or Discretionary Improvements, including Small Projects, except to the extent any of such liabilities may be attributed to the negligence or willful misconduct of the District, the City, or their respective agents or employees. The Team shall permit the District and the City to observe construction operations in connection with the foregoing work if the District and/or the City requests to do so. All Major Capital Repairs or Improvements shall comply with all insurance requirements and with all Legal Requirements.

ARTICLE XV

ASSIGNMENT AND SUBLETTING

Section 15.1 Assignments or Subletting by the Team.

- (a) Except as set forth in this Section 15.1, the Team shall not assign, pledge, mortgage or otherwise transfer or encumber the Original Leasehold Improvements or Team's interest under this Lease and shall not allow any transfer of its interest in the Lambeau Field Complex by operation of law without the prior written consent of the District and the City, which consent shall not be unreasonably withheld, conditioned or delayed.
- (b) The Team may, without the prior consent of the City or the District (provided the Team notifies the District of such happening in writing), assign this Lease to any person, firm, corporation or entity which acquires the Team's Franchise in accordance with applicable National Football League Rules and Regulations, provided each of the following conditions are satisfied:
 - (i) Such assignee assumes all of the obligations of the Team under this Lease and agrees to be bound by all of the terms, conditions and provisions of this Lease pursuant to an instrument of assignment in form and substance reasonably acceptable to the District;
 - (ii) Such assignee assumes, pursuant to an instrument reasonably acceptable to the District, all of the Team's obligations, if any, under the Other Stadium Agreements; and
 - (iii) The Team shall have provided the District with evidence, reasonably acceptable to the District, that the transfer of the Team's Franchise has been approved by the National Football League and otherwise has complied with all National Football League Rules and Regulations and all Legal Requirements.
- (c) The Team may, without the consent of the City or the District, sell or grant licenses and similar interests in reserved seats, club seats, private membership facilities and Private Boxes and other types of interests which the Team may elect from time to time in accordance with Article IX.
- (d) The Team may, without the consent of the City or the District, grant mortgages, pledges, assignments and/or security interests in any of the Leasehold Improvements (other than the Original Leasehold

Improvements), the Team's Franchise, receivables, accounts, contract rights, general intangibles, and any revenues derived by the Team or to be derived by the Team from or in respect of the Lambeau Field Complex or the operation thereof to obtain financing and/or secure a loan or loans from one or more lenders from time to time; provided that any party taking a mortgage, pledge, assignment or security interest in the Team's Franchise must first agree to be bound by the terms, conditions and provisions of Section 13.3 of this Lease pursuant to a written instrument in form and substance reasonably acceptable to the District.

- (e) Notwithstanding any actions by the Team under this Section 15.1, the Team shall remain primarily liable for the payment of Rent and the performance of all other obligations of the Team under this Lease for the Term of this Lease.

Section 15.2 Assignments by the District and City.

Neither the District nor the City shall have the right to assign this Lease or any interest therein other than to each other, Brown County, or a successor governmental entity, without the prior written consent of the Team, which consent shall not be unreasonably withheld.

Section 15.3 The Team to Remain Obligated.

Consent by the District to any assignment, subletting, use, occupancy or transfer by the Team shall not, without an express agreement by the District to the contrary, operate to relieve the Team from any covenant or obligation hereunder.

ARTICLE XVI

WAIVER OF CERTAIN CLAIMS; MUTUAL INDEMNITIES BY THE TEAM AND DISTRICT

Section 16.1 Waivers of Certain Claims.

To the extent not expressly prohibited by law, the Team, the City, and the District each hereby releases the other, and their respective agents, servants and employees, from and each hereby waives all claims for damages to person or property sustained by the Team, the City, or the District, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Lambeau Field Complex, or from any equipment or appurtenance therein, or from any accident in or about the Lambeau Field Complex, or from any act or neglect of any other person, including the Team's, the City's, or the District's agents and servants. This Section 16.1 shall apply especially, but not exclusively, to damage caused by fire, casualty or any other causes, and

shall apply without distinction as to the Person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above or from any other thing or circumstance, whether of a like nature or of a wholly different nature.

Section 16.2 Responsibility for Personal Property.

All personal property belonging to the Team shall be there at the risk of the Team, and neither the District nor the City shall be liable for damage thereto or theft or misappropriation thereof. All personal property belonging to the District or the City that is on the premises of, but is not part of, the Lambeau Field Complex shall be there at the risk of the District and the City, as the case may be, and the Team shall not be liable for damage thereto or theft or misappropriation thereof.

Section 16.3 Indemnification for Third Party Claims.

To the extent not expressly prohibited by law, the Team agrees to hold the District and the City, the City and the District each agree to hold the Team, the City agrees to hold the District, and the District agrees to hold the City, in each case and their respective officers, directors and trustees, and their respective agents, servants and employees, harmless and to defend and indemnify each of them against claims and liabilities, including reasonable attorneys' fees: (i) as to the Team's indemnification of the District and the City, for liability arising from injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Lambeau Field Complex arising from the Team's occupancy of the Lambeau Field Complex or the conduct of its business or from any activity, work or thing done, permitted or suffered by the Team in or about the Lambeau Field Complex or from any breach or default on the part of the Team in the performance of any covenant or agreement on the part of the Team to be performed pursuant to the terms of this Lease, or due to any other act or omission of the Team, its agents, contractors, invitees, licensees or employees, but only to the extent of the District's and/or the City's liability, if any, in excess of amounts, if any, paid to or otherwise received by the District and/or the City under insurance covering such claims or liabilities; (ii) as to the District's and the City's indemnification of the Team, for liability arising from injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Lambeau Field Complex arising from the District's or the City's occupancy of a portion of the Lambeau Field Complex or the conduct of their business or from any activity, work or thing done, permitted or suffered by the District or the City in or about the Lambeau Field Complex or from any breach or default on the part of the District in the performance of any covenant or agreement on the part of the District or the City to be performed pursuant to the terms of this Lease, or due to any other act or omission of the District or the City and their respective agents, contractors, invitees, licensees or employees, but only to the extent of the Team's liability, if any, in excess of amounts, if any, paid to or otherwise received by the Team under insurance covering such claims or liabilities; and (iii) as to the City's and District's obligations to indemnify each other, for liability arising from injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Lambeau Field Complex arising from the District's or the City's, as the case may be, occupancy of a portion of the Lambeau Field Complex or the conduct of their

business, or from any activity, work or thing done, permitted or suffered by the District or the City, as the case may be, in or about the Lambeau Field Complex, or from any breach or default on the part of the District or the City, as the case may be, in the performance of any covenant or agreement on the part of the District (with respect to the City) or the City (with respect to the District) to be performed pursuant to the terms of this Lease, or due to any other act or omission of the District (with respect to any obligation to the City) or the City (with respect to any obligation to the District) and their respective agents, contractors, invitees, licensees or employees, but only to the extent of the City's or the District's liability, as the case may be, if any, in excess of amounts, if any, paid to or otherwise received by the City or the District, as the case may be, under insurance covering such claims or liabilities. The Team's obligation to indemnify the District hereunder, the District's and the City's obligation to indemnify the Team hereunder, and the City's and the District's obligations to indemnify each other, shall include the duty to defend against any claims asserted by reason of any such claims or liabilities and to pay any judgments, settlements, costs, fees and expenses, including attorneys' fees, incurred in connection therewith. It is expressly understood and agreed that the District's and/or the City's obligation to tender any payment due hereunder shall be limited to the amount, if any, payable under the District's and/or City's respective public liability insurance policies, which policies shall be written in an industry standard form and have policy limits of not less than \$10 million.

ARTICLE XVII

DAMAGE OR DESTRUCTION BY CASUALTY

Section 17.1 Damage or Destruction by Casualty.

If the Lambeau Field Complex shall be damaged by fire or other casualty, then the Team shall proceed to repair and restore the same pursuant to the same procedures set forth in the Construction Administration Agreement for the original construction of the Project with all reasonable promptness, subject only to reasonable delays for insurance adjustments and the provisions of Section 29.9. During the period (the "Untenantability Period") commencing on the date that the Lambeau Field Complex cannot be reasonably used for Football Use and ending on the date that the Lambeau Field Complex can reasonably be used for Football Use, the Team shall be permitted to use locations other than the Lambeau Field Complex to conduct Football Home Games as determined in the reasonable joint determination of the Team and the National Football League and subject in all events to the National Football League Rules and Regulations.

Section 17.2 Abatement of Rent and Other Amounts.

During the Untenantability Period:

- (a) the Team's obligations to pay Rent shall abate; and

- (b) the District's obligations to pay into the Sales Tax Fund as provided in Section 7.1 and the Operations and Maintenance Fund as provided for in Section 7.2 shall not abate.

ARTICLE XVIII

EMINENT DOMAIN

Section 18.1 Total Condemnation.

If the Lambeau Field Complex or substantially all of the Lambeau Field Complex, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon and not before the earlier of (i) the date when the possession of the part so taken shall be required for such use or purpose or (ii) the effective date of the taking. In the event of the foregoing, Rent at its then current rate shall be apportioned as of the date of the termination.

Section 18.2 Partial Condemnation.

If less than all or substantially all of the Lambeau Field Complex shall be taken or condemned by competent authority for any public or quasi-public use or purpose, and the Lessor and the Team mutually determine, within a reasonable period of time after such taking, that the remaining portion of the Lambeau Field Complex cannot economically and feasibly be used by the Team for Permitted Uses, then this Lease shall terminate and Rent at its then-current rates shall be apportioned as of the date of the termination. In the event this Lease is not so terminated, the Team shall, to the extent practical and only to the extent of actual amount of the condemnation award received, restore the Lambeau Field Complex to a complete architectural unit reasonably suitable for the Permitted Uses pursuant to the same procedures contained in the Construction Administration Agreement for the original construction of the Project, and the Rent and the Team's and the District's and/or the City's, as the case may be, other obligations hereunder shall not be adjusted.

Section 18.3 Allocation of Award.

In the event this Lease is terminated pursuant to Section 18.1, the condemnation award with respect to the Lambeau Field Complex shall first be utilized to pay down the Stadium Revenue Bonds with any remainder of the award to be distributed to the District, the City, and to the Team in proportion to the District's Ownership Interest, the City's Ownership Interest, and the Team's Leasehold Improvements Interest, respectively. Any award for the Site shall be payable to the City.

Section 18.4 Temporary Taking.

If any right of temporary possession or occupancy of all or any portion of the Lambeau Field Complex shall be taken which does not materially interfere with the Team's

beneficial use of the Lambeau Field Complex for the Permitted Uses, the foregoing provisions of this Article 18 shall be inapplicable thereto and this Lease shall continue in full force and effect without an abatement of Rent, and the Team shall be entitled to make claim for and recover any award or awards recoverable in respect of such possession or occupancy, and the District shall have no right or claim to any such award or awards. Any taking of the right of possession or occupancy of all or any portion of the Lambeau Field Complex which materially interferes with the Team's beneficial use of the Lambeau Field Complex (i) for the Permitted Uses, or (ii) which is for a period that is in excess of one Season, shall, at the option of the Team, be regarded for purposes of this Lease as a taking which is not temporary and to which the foregoing provisions of this Article XVIII shall be applicable.

ARTICLE XIX

EVENTS OF DEFAULT BY THE TEAM

Section 19.1 Events of Default.

The occurrence of any one or more of the following matters constitutes a default (each, an "Event of Default") by the Team under this Lease:

- (a) The Team's failure to pay any Rent or deposit funds into the Project Construction Fund in accordance with Section 4.2(c), or make payments required under Sections 4.2(d) or 13.3 or breach of Sections 13.4 or 15.1(a) of this Lease (a "Major Default"), within 30 days after written notice thereof from the District to the Team (unless such failure is caused by a set-off by the Team due to a District Default);
- (b) The Team's failure to observe or perform in any material respect any other material covenant, agreement, condition or provision of this Lease if such failure shall continue for 30 days after written notice thereof from the District to the Team; provided, however, that the Team shall not be in default with respect to matters which cannot reasonably be cured within 30 days so long as within 30 days after such notice, the Team commences such cure and diligently proceeds to complete the same at all times thereafter;
- (c) The levy upon or other execution or the attachment by legal process of the Team's Leasehold Improvements (unless the same is attributable to the acts or omissions of the District or any of the District's agents, employees, licensees or contractors), which levy or attachment shall not be released, discharged or bonded against within 30 days from the date of such filing;
- (d) The Team admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or

consents to the appointment of a trustee or receiver for the Team or for the major part of its property;

- (e) A trustee or receiver is appointed for the Team or for the major part of its property and is not discharged within 30 days after such appointment;
- (f) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against the Team, and, if instituted against the Team, are allowed against it or are consented to by it or are not dismissed within 30 days after such institution; and
- (g) If any material default, or material event of default, after the expiration of any applicable notice and cure period shall occur under the (i) Other Stadium Agreements, or (ii) the National Football League Rules and Regulations, but only in the event the Team's Franchise is subject to being forfeited or lost as a result of any such default.

Section 19.2 Rights and Remedies of the District.

If an Event of Default occurs and continues thereafter subsequent to the expiration of any Notice and Cure Period, the District shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative, but shall not operate to exclude or deprive the District of any other right or remedy allowed to it by law or equity:

- (a) The District may terminate this Lease by giving to the Team notice of the District's election to do so, in which event the Term of this Lease, as well as any obligations of the Team, shall end, and all right, title and interest of the Team hereunder shall expire on that date which is the earlier of (i) the end of the Lease Year in which the termination notice is given; or (ii) such earlier date as the Team may designate following its receipt of such termination notice (the "Effective Termination Date"); provided, however, that the District shall be obligated (unless otherwise agreed in writing by the Team) to proceed in all respects as if the Lease termination action was brought under the statute to foreclose a mortgage upon real estate as provided for in Section 704.31, Wis. Stats. and any successor thereto; and
- (b) The District may enforce the provisions of this Lease and may enforce and protect the rights of the District hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due from or to become due from the Team under any of the provisions of this Lease; and

- (c) The District may, at the District's election (though without obligation), upon not less than 30 days' prior written notice to the Team, make any payment required of the Team under this Lease, or perform or comply with any covenant or condition imposed on the Team under this Lease. The amount so paid, plus the cost of such performance or compliance, plus interest on such sums at the Default Interest Rate, shall be deemed to be additional payments payable by the Team immediately upon demand and may be drawn from the Operations and Maintenance Fund and/or the Capital Improvements Fund, as applicable.

Section 19.3 Right to Re-Enter.

If the District exercises the remedy provided for in subparagraph (a) of the foregoing Section 19.2, the Team shall surrender possession and vacate the Lambeau Field Complex and immediately deliver possession thereof to the District no later than the Effective Termination Date and the District may re-enter and take complete and peaceful possession of the Lambeau Field Complex, with or without process of law, full and complete license so to do being hereby granted to the District, and the District may remove all occupants and property therefrom without relinquishing the District's right to Rent or any other right given to the District hereunder or by operation of law.

Section 19.4 Assumption or Rejection in Bankruptcy.

If the Team shall be adjudged bankrupt or if a trustee-in-bankruptcy shall be appointed for the Team, the District and the Team agree, to the extent permitted by law, to request that the trustee in bankruptcy shall determine within 60 days thereafter whether to assume or reject this Lease.

Section 19.5 Disputes Over Team Defaults.

Notwithstanding anything in this Article XIX to the contrary, in the event the Team shall in good faith dispute the District's assertion that an action or non-action by the Team would, if not cured or corrected within the time period herein provided, constitute an Event of Default by the Team hereunder, and the Team so notifies the District within 30 days of the date the Team receives notice of such assertion, such dispute shall, within 15 days after notice of such dispute by the Team, be submitted to arbitration as provided in Section 29.15, in which event, the Team's obligation to remedy or cure such action or non-action shall be suspended and the District shall not be entitled to exercise any remedy herein provided on account thereof, pending the final decision of the arbitration panel; provided, however, that in the event of any breach by the Team of Sections 13.3, 13.4 and/or 15.1(a), or in the event the City or the District asserts that it will suffer irreparable harm if any Event of Default by the Team is not enjoined, the City and/or the District shall have the right, without first resorting to any arbitration or other dispute resolution procedures, to immediately seek injunctive relief to preserve their respective rights and benefits afforded under this Lease. If the final decision of the arbitration panel is that such action or non-action by the Team would, if not cured or corrected, constitute an Event of Default hereunder, then the applicable cure period provided

in this Article XIX shall begin to run as of the date on which the Team receives notice of the final decision of such arbitration panel. Nothing contained herein shall be deemed to limit a dispute to arbitration hereunder provided that no demand for arbitration shall be made after the expiration of the cure period therefor, unless the Team has cured the alleged Event of Default within the applicable cure period and promptly thereafter notified the District that such cure does not constitute a waiver of the Team's right to dispute such alleged Event of Default.

ARTICLE XX

DEFAULT BY THE DISTRICT

Section 20.1 District Defaults.

The occurrence of any one or more of the following matters constitutes a default (each, a "District Default") by the District under this Lease:

- (a) The District's failure to pay or cause or permit to be paid into the Bond Proceeds Subaccount of the Project Construction Fund, the Sales Tax Fund, the 8257 Fund, the Operations and Maintenance Fund, the Project Construction Fund, the Construction Reserve Fund, and the Capital Improvements Fund as and when required under Article VII or the Act if such failure shall continue for 30 days after notice thereof from the Team to the District without having been cured; provided, however, that such failure shall not constitute a District Default if and to the extent it is caused by an inadequacy of sales tax revenues under Subchapter V of Chapter 77 of the Wisconsin Statutes;
- (b) The District's failure to observe or perform in any material respect any other material covenant, agreement, condition or provision of this Lease if such failure shall continue for 30 days after notice thereof from the Team to the District; provided, however, that the District shall not be in default with respect to matters which cannot reasonably be cured within 30 days so long as within 30 days after such notice, the District commences such cure and diligently proceeds to complete the same at all times thereafter;
- (c) The District fails to perform any of its material obligations under the terms and conditions of the Other Stadium Agreements beyond any applicable cure period provided therein, and such failure adversely affects the rights of the Team under this Lease or the Construction Administration Agreement;
- (d) The District admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the District;

- (e) A trustee or receiver is appointed for the District and is not discharged within 60 days after such appointment;
- (f) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law, or similar law for the release of debtors, are instituted by or against the District, and, if instituted against the District, are allowed against it or are consented to by it or are not dismissed within 60 days after such institution; or
- (g) The levy upon or other execution or the attachment by legal process of the District's Ownership Interest in the Lambeau Field Complex (unless the same is attributable to the acts or omissions of the Team or any of the Team's agents, employees, licensees or contractors), which levy or attachment shall not be released, discharged or bonded against within 60 days from the date of such filing.

Section 20.2 Rights and Remedies of the Team.

If a District Default occurs and continues thereafter subsequent to the expiration of any applicable Notice and Cure Period, the Team shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive the Team of any other right or remedy allowed to it by law or equity:

- (a) The Team may enforce the provisions of this Lease and may enforce and protect the rights of the Team hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from the District under any of the provisions of this Lease;
- (b) The Team may, at the Team's election (but without obligation), make any payment required of the District under this Lease, or perform or comply with any covenant or condition imposed on the District under this Lease. The amount so paid, plus the cost of such performance or compliance, plus interest on such sums at the Default Interest Rate, shall be payable by the District immediately upon demand, or, such costs may, upon 10 days' prior written notice to the District, be set-off against Rent due the District hereunder; and
- (c) Notwithstanding anything to the contrary set forth in this Lease or any of the Other Stadium Agreements, the Team may, in the event a District Default occurs under Section 20.1(a), (d), (e), (f), and/or (g), have the option to terminate this Lease by giving to the District notice of the Team's election to do so, in which event the Term of this Lease, as well as any obligations of the Team, shall end, and all of the obligations of

the Team hereunder shall expire on the date stated in such notice; provided, however, such expiration shall be that date which is the earlier of (x) the end of the Lease Year in which the termination notice is given; or (y) such earlier date as the District may designate following its receipt of such termination notice.

Section 20.3 Assumption or Rejection in Bankruptcy.

If the District shall be adjudged bankrupt, or if a trustee-in-bankruptcy shall be appointed for the District, the Team and the District agree, to the extent permitted by law, to request that the trustee-in-bankruptcy shall determine within 60 days thereafter whether to assume or reject this Lease.

Section 20.4 Disputes Over District Defaults.

Notwithstanding anything in this Article XX to the contrary, in the event the District shall in good faith dispute the Team's assertion that an action or non-action by the District would, if not cured or corrected within the time period herein provided, constitute a District Default hereunder, and the District so notifies the Team within 30 days of the date the District receives notice of such assertion, such dispute shall, within 15 days after notice of such dispute by the District, be submitted to arbitration as provided in Section 29.15, in which event, the District's obligation to remedy or cure such action or non-action shall be suspended and the District shall not be entitled to exercise any remedy herein provided on account thereof, pending the final decision of the arbitration panel. If the final decision of the arbitration panel is that such action or non-action by the District would, if not cured or corrected, constitute a District Default hereunder, then the applicable cure period provided in this Article XX shall begin to run as of the date on which the District receives notice of the final decision of such arbitration panel. Nothing contained herein shall be deemed to limit a dispute to arbitration hereunder provided that no demand for arbitration shall be made after the expiration of the cure period therefor, unless the District has cured the alleged District Default within the applicable cure period and promptly thereafter notified the Team that such cure does not constitute a waiver of the District's right to dispute such alleged District Default.

Section 20.5 Early Termination of Lease.

This Lease shall terminate and neither party hereto shall have any further rights or obligations hereunder in the event of the termination of the Construction Administration Agreement pursuant to Section 9.1.2.1 thereof.

ARTICLE XXI

ESTOPPEL CERTIFICATES

Section 21.1 From the Team.

The Team agrees that, it shall, at any time and from time to time upon not less than 10 days' prior request by the District or the City, execute, acknowledge and deliver to the District or the City, as the case may be, or such other parties as may be designated by the District, a statement in writing signed by the Team certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (ii) the date upon which the Team began paying Rent and the dates to which the Rent and other charges have been paid; (iii) that, so far as the Team knows, the District, or the City, as the case may be, is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (iv) that, following Substantial Completion, the Lambeau Field Complex has been completed in accordance with the terms hereof and of the Construction Administration Agreement, and the Team is in occupancy and paying Rent on a current basis with, so far as the Team knows, no rental set-offs or claims; (v) that there are no actions, whether voluntary or otherwise, pending against the Team under the bankruptcy laws of the United States or any state thereof; and (vi) such other matters as may be reasonably requested by the District (including such certificates as may be reasonably required in connection with the issuance of the Stadium Revenue Bonds) or the City.

Section 21.2 From the District and the City.

The District and the City each agree that, it shall, at any time and from time to time upon not less than 10 days' prior written request by the Team, execute, acknowledge and deliver to the Team, or such other parties as may be designated by the Team, a statement in writing signed by the District and/or the City certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and identifying the modifications); (ii) the date upon which the Team began paying Rent and the dates to which the Rent and other charges have been paid; (iii) that, so far as the District and/or the City knows, the Team is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (iv) that, following Substantial Completion, the Lambeau Field Complex has been completed in accordance with the terms hereof and of the Construction Administration Agreement, and the Team is in occupancy and paying Rent on a current basis with, so far as the District and/or the City knows, no rental offsets or claims; (v) that there are no actions, whether voluntary or otherwise, pending against the District and/or the City under the bankruptcy laws of the United States or any state thereof; and (vi) such other matters as may be reasonably requested by the Team.

ARTICLE XXII

SUBROGATION AND INSURANCE

Section 22.1 Waiver of Subrogation.

The District, the City and the Team agree to have all fire and extended coverage and other property damage insurance and liability insurance which may be carried by any of them endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease which may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within 10 days following written notice, to pay such increased cost keeping such release or waiver in full force and effect).

Section 22.2 The Team's Insurance.

Except for the property insurance described in Section 22.2(c), the premium for which shall be paid by the City when due (and thereafter reimbursed to the City by the Team within 30 days following the Team's receipt of a paid invoice evidencing the City's payment of the applicable premium), the Team shall procure and maintain policies of insurance, at its sole cost and expense, during the entire Term hereof with terms and coverages and companies selected by the Team and reasonably acceptable to the District or the City, as the case may be, provided that all policies of insurance required hereunder shall be written by carriers which possess an A- (Excellent) rating or better and a minimum Class XII financial size category as listed at the time of issuance by A.M. Best Insurance Reports ("Best's Reports") with the aforesaid rating classifications to be adjusted if and to the extent that Best Reports adjusts its rating categories, but initially the Team shall maintain the following coverages:

- (a) Commercial general liability insurance, including liquor liability coverage, for all claims, demands or actions by or on behalf of, any person or persons, firm or corporation and arising from, related to or connected with the Lambeau Field Complex, for bodily injury to (including death of) any person and for property damage in an amount not less than \$50,000,000 per occurrence in the aggregate.

- (b) Workers compensation insurance covering the Team's employees in the minimum amount required under Wisconsin law.
- (c) Property insurance on an all risk basis, including business interruption, extra expense, flood, earthquake, off-premises utility interruption, building ordinance, and boiler and machinery coverage, for all improvements at any time situated upon the Lambeau Field Complex, all contents and the Team's and the District's trade fixtures, machinery, equipment, furniture and furnishings, in the Lambeau Field Complex to the extent of one hundred percent of their replacement cost. Such coverage shall be on an agreed amount and full replacement cost basis with an agreed-upon deductible of not less than \$10,000. The District, the City and the Team shall be named as the insureds as their interests may appear and all proceeds of insurance shall be paid into an account with the Qualified Bank, with all proceeds thereof to be utilized and applied in the same manner as provided for in the Construction Administration Agreement for the funding of the Project. The full replacement value of improvements (or such other coverage as may be suggested by the Team's insurance consultant from time to time) shall be designated annually by mutual agreement between the City and the Team.

The Team hereby agrees to name the District and the City (and such other affiliated entities as may be reasonably requested by the District and the City from time to time) as an additional insured on all such insurance policies.

Section 22.3 Certificates of Insurance.

Prior to the Commencement Date, the Team shall furnish to the District policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, canceled, non-renewed, or materially altered without at least 30 days prior written notice to the District.

Section 22.4 Insurance Requirements.

The Team shall not, directly or indirectly, make or allow any use of the Lambeau Field Complex which may thereby (i) be prohibited under the terms of this Lease; or (ii) which may jeopardize any insurance coverage, materially increase the cost of such insurance or require additional insurance coverage; provided, however, that the prohibitions set forth in clause (ii) hereinabove shall not be applicable to Special Events in the event the Team enters into a Rental Promotion Agreement which provides for appropriate insurance coverage for such Special Event, nor to Other Team Uses and Events, provided the Team provides commercially reasonable coverage for such Other Team Uses and Events. The Team and the District shall endeavor to review the insurance policies required hereunder on an annual basis.

ARTICLE XXIII

NONWAIVER

No waiver of any condition expressed in this Lease shall be implied by any neglect of the District, the City, or the Team, as the case may be, to enforce any remedy on account of the violation of such condition whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting the District's rights under any other provision in this Lease, it is agreed that no receipt of moneys by the District from the Team after the termination in any way of the Term or of the Team's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to the Team prior to the receipt of such moneys. Without limiting the Team's rights under any other provision in this Lease, it is agreed that no receipt of moneys by the Team from the District after the termination in any way of the Term or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to the District prior to the receipt of such moneys.

ARTICLE XXIV

NOTICES

All notices and demands required or desired to be given by either party to the other with respect to this Lease or the Lambeau Field Complex shall be in writing and shall be delivered personally, sent by facsimile (provided a hard copy is also promptly sent), sent by commercial overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided.

Notices to or demands upon the Team shall be addressed to the Team at:

Green Bay Packers, Inc.
1265 Lombardi Avenue
Green Bay, Wisconsin 54307-0628
Attention: John Jones, Senior Vice President of Administration

with a copy to:

Green Bay Packers, Inc.
1265 Lombardi Avenue
Green Bay, WI 54307-0628
Attention: Jason Wied, Esq.

and with a copy to:

Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367
Attention: Ben J. Abrohams, Esq.

Notices to or demands upon the District shall be addressed to the District at:

Green Bay – Brown County Professional Football Stadium District
c/o Associated Bank
200 North Adams Street
Green Bay, WI 54301
Attention: Mark McMullen, Chairman

with a copy to:

Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202
Attention: Richard J. Bliss, Esq.

Notices to or demands upon the City shall be addressed to the City at:

City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301-5026
Attention: Timothy J. Kelley, City Attorney

Notices and demands shall be deemed given and served (i) upon receipt or refusal, if delivered personally, (ii) one business day after sending by facsimile (provided a hard copy is also promptly sent) or after deposit with an overnight courier service, or (iii) three days after deposit in the United States mails, if mailed. Any party may change its address for receipt of notices by giving notice of such change to the other parties in accordance herewith.

ARTICLE XXV

COVENANT OF QUIET ENJOYMENT

Subject in all events to the Permitted Exceptions, the City and the District covenant that if, and so long as, the Team keeps and performs each and every material covenant, agreement, term, provision and condition of this Lease on the part and on behalf of the Team to be kept and performed, the Team shall quietly enjoy its rights under this Lease without hindrance or molestation by the City or the District or by any other person lawfully claiming the same by, through or under the City and/or the District, subject to the covenants,

agreements, terms, provisions and conditions of this Lease, the Permitted Exceptions and all applicable laws.

ARTICLE XXVI

TITLE AND COVENANT AGAINST MECHANICS LIENS

The Team, the City, and the District each hereby covenant and agree not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Lambeau Field Complex or against the Team's Leasehold Improvements Interest in the Lambeau Field Complex and, in case of any such lien attaching, the party suffering or permitting such lien shall immediately pay and remove same or cause the same to be bonded or insured over by the title insurer which issued the owner's policy of title insurance, if any, for the Lambeau Field Complex. If any such liens so attach and the Team, the City, or the District, as the case may be, fails to pay and remove same or cause the same to be bonded or insured over as set forth hereinabove, within 30 days, the party not responsible for such lien, at its election, may pay and satisfy the same, and in such event the sums so paid by such other party shall accrue with interest from the date of payment at the Default Interest Rate for amounts owed the District or the City by the Team, or the Team by the District or the City, and shall be due and payable at once without notice or demand.

ARTICLE XXVII

REPRESENTATIONS AND WARRANTIES BY THE TEAM

The Team represents and warrants to the District and the City as follows, as of the date hereof and at all times from and after the date hereof and continuing and surviving after the termination of this Lease:

Section 27.1 Valid Existence.

The Team is a corporation duly organized and validly existing under the laws of the State of Wisconsin. The Team has full corporate power to own its property and conduct its business as presently conducted.

Section 27.2 Power; No Limitation on Ability to Perform.

The Team has full corporate power and authority to execute and deliver this Lease and the Other Stadium Agreements and to carry out and perform all of the terms and provisions of this Lease and the Other Stadium Agreements and all transactions contemplated hereby and thereby, to the extent required to be carried out or performed by the Team. Neither the Team's Articles of Incorporation nor Bylaws nor any National Football League Rules and Regulations, nor any Legal Requirement in any way prohibits, limits or otherwise affects the right or power of the Team to enter into and perform all of the terms and provisions of this

Lease, the Other Stadium Agreements and each document, agreement and instrument executed and to be executed by the Team in connection herewith, and all transactions contemplated hereby and thereby. Neither the Team nor any of its officers, directors, nor any of their personal or legal representatives are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument which could prohibit, limit or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by the Team of this Lease, the Other Stadium Agreements or any other agreement, document or instrument executed and delivered by the Team or any of the transactions contemplated hereby or thereby.

Section 27.3 Valid Execution.

The execution and delivery of this Lease and the Other Stadium Agreements by the Team has been duly and validly authorized by all necessary action. This Lease, the Other Stadium Agreements and all other agreements, documents and instruments executed and delivered by the Team in connection herewith or therewith are, and each other agreement, document or instrument to be executed and delivered by the Team in connection herewith when executed and delivered will be, legal, valid and binding obligations of the Team, enforceable against the Team in accordance with their respective terms.

Section 27.4 Defaults.

The execution, delivery and performance of this Lease, the Other Stadium Agreements and each agreement, document and instrument executed and to be executed and delivered by the Team in connection herewith (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or instrument to which the Team is a party or by which the Team assets may be bound or affected, (ii) any Legal Requirement applicable to the Team, (iii) the articles of incorporation or bylaws of the Team, or (iv) National Football League Rules and Regulations, and (b) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of the Team.

Section 27.5 Maintenance of Good Standing in League.

The Team is currently a National Football League team in good standing in accordance with all National Football League Rules and Regulations and the Team agrees to keep and maintain the Team as a National Football League team in good standing in accordance with any and all National Football League Rules and Regulations.

Section 27.6 Other Stadium Agreements.

The Team hereby represents and warrants to the District that the Team shall not enter into any amendment of any Other Stadium Agreement if any such amendment adversely affects the rights of the District under this Lease or the Construction Administration Agreement.

Section 27.7 Actual Operations and Maintenance Costs.

The Annual Actual Operations and Maintenance Costs attributable to the football field, seating bowl and parking lot are reasonably projected to be more than \$2,900,000 for the year 2003 and thereafter.

Section 27.8 Team Cooperation.

The Team shall cooperate with the District, at no cost to the Team, in providing all information and data concerning the use, operation and maintenance of the Lambeau Field Complex necessary or required to enable the District to file all reports and documentation required in connection with the Stadium Revenue Bonds and/or otherwise necessary or required to confirm and establish compliance by the District with all applicable rules and regulations governing the Stadium Revenue Bonds or related to preserving the tax exempt status of the Stadium Revenue Bonds.

ARTICLE XXVIII

REPRESENTATIONS AND WARRANTIES BY THE DISTRICT AND THE CITY

Section 28.1 Representations and Warranties by the District.

The District represents and warrants to the Team as follows, as of the date hereof and at all times from and after the date hereof until the expiration or termination of this Lease:

- (a) Valid Existence. The District is a professional football stadium district created by the Wisconsin Legislature as a public body corporate and politic. The District has full corporate power to own its property and conduct its business as presently conducted and as provided for in this Lease and the Construction Administration Agreement.
- (b) Power; No Limitation on Ability to Perform. The District has the power and authority to execute and deliver this Lease and to carry out and perform all of the terms and provisions of this Lease, and all transactions contemplated hereby, to the extent required to be carried out or performed by the District. There is no law, regulation or other rule which in any way prohibits, limits or otherwise affects the right or power of the District to enter into and perform all of the terms and provisions of this Lease, and each document, agreement and instrument executed and to be executed by the District in connection herewith including, but not limited to, the Construction Administration Agreement and all transactions contemplated hereby and thereby and neither the District nor any of its officers, directors or any of their personal or legal representatives are party to or bound by any contract, agreement,

indenture, trust agreement, note, obligation or other instrument which could prohibit, limit or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required for the due execution, delivery and performance by the District of this Lease, the Construction Administration Agreement, or any other agreement, document or instrument executed and delivered by the District or any of the transactions contemplated hereby or thereby.

- (c) Valid Execution. The execution and delivery of this Lease and the Construction Administration Agreement by the District have been duly and validly authorized by all necessary action. This Lease, the Construction Administration Agreement and all other agreements, documents and instruments executed and delivered by the District in connection herewith or therewith are, and each other agreement, document or instrument to be executed and delivered by the District in connection herewith when executed and delivered will be, legal, valid and binding obligations of the District, enforceable against the District in accordance with their respective terms.
- (d) Defaults. The execution, delivery and performance of this Lease, the Construction Administration Agreement and each agreement, document and instrument executed and to be executed and delivered by the District in connection herewith (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or instrument to which the District is a party or by which the District assets may be bound or affected, (ii) any Legal Requirement applicable to the District, and (b) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of the District.
- (e) Valid Execution by Officers of District. The execution and delivery of this Lease and the Construction Administration Agreement by Mark McMullen, on behalf of the District as the District's Chairman, and/or Ann Patteson on behalf of the District as the District's Secretary/Clerk, has been duly and validly authorized by all necessary action.
- (f) Other Stadium Agreements. The District hereby represents and warrants to the Team that the District shall not enter into any amendment of any Other Stadium Agreement as to which the Team is not a party thereto if any such amendment adversely affects the rights of the Team under this Lease or the Construction Administration Agreement.

Section 28.2 Representations and Warranties by the City.

The City represents and warrants to the Team as follows, as of the date hereof and at all times from and after the date hereof until the expiration or termination of this Lease:

- (a) Valid Existence. The City is a municipal body corporate of the State of Wisconsin. The City has full corporate power to own its property and conduct its business as presently conducted and as provided for in this Lease.
- (b) Power; No Limitation on Ability to Perform. The City has the power and authority to execute and deliver this Lease and to carry out and perform all of the terms and provisions of this Lease, and all transactions contemplated hereby, to the extent required to be carried out or performed by the City. There is no law, regulation or other rule which in any way prohibits, limits or otherwise affects the right or power of the City to enter into and perform all of the terms and provisions of this Lease, and each document, agreement and instrument executed and to be executed by the City in connection herewith including, but not limited to, all transactions contemplated hereby and thereby and neither the City nor any of its officers, directors or any of their personal or legal representatives are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument which could prohibit, limit or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required for the due execution, delivery and performance by the City of this Lease, or any other agreement, document or instrument executed and delivered by the City or any of the transactions contemplated hereby or thereby.
- (c) Warranty of Title. The City hereby warrants and represents to the Team that it owns merchantable title to the Lambeau Field Complex, free and clear of all liens and encumbrances except municipal and zoning ordinances and recorded easements for the distribution of utility and municipal services serving the Lambeau Field Complex provided none of the foregoing prohibit the present or future use of the Lambeau Field Complex as contemplated and provided for in this Lease.
- (d) Valid Execution. The execution and delivery of this Lease by the City has been duly and validly authorized by all necessary action. This Lease and all other agreements, documents and instruments executed and delivered by the City in connection herewith or therewith are, and each other agreement, document or instrument to be executed and delivered by the City in connection herewith when executed and delivered will be,

legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms.

- (e) Defaults. The execution, delivery and performance of this Lease and each agreement, document and instrument executed and to be executed and delivered by the City in connection herewith (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or instrument to which the City is a party or by which the City assets may be bound or affected, (ii) any Legal Requirement applicable to the City, and (b) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of the City.
- (f) Valid Execution by Officers of City. The execution and delivery of this Lease by Paul Jadin, on behalf of the City as the City's Mayor, and/or Douglas Daul, on behalf of the City as the City Clerk, has been duly and validly authorized by all necessary action.

ARTICLE XXIX

MISCELLANEOUS

Section 29.1 Successors and Assigns.

Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of the District, the City, and the Team, but also their respective legal representatives, successors and assigns; provided, however, that this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.

Section 29.2 Modifications in Writing.

No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the District, the City, or the Team unless in writing signed by the District, the City, or the Team, as the case may be. In addition, (i) any amendment to this Lease shall be made in accordance with NFL Rules and Regulations, as applicable, all as the same now exist or may be amended or adopted in the future, (ii) any such amendment that requires the consent of the Office of the Commissioner, the National Football League's Ownership Committee and/or the National Football League's franchise holders is prohibited and shall be null and void unless all applicable consents are obtained in advance, and (iii) any such consent may be withheld at the sole and absolute discretion of the Office of the Commissioner, the National Football League's Ownership Committee and/or the National Football League's franchise holders, as applicable. The parties agree to amend this Lease if and to the extent any technical amendment is recommended by the District's bond underwriter

in order to assure the financeability of the Stadium Revenue Bonds, provided any such amendment does not adversely affect any party's rights under this Lease.

Section 29.3 Recordation of Lease.

No party shall record this Lease whether in the public records of the County or elsewhere; provided, however, that a Memorandum of Lease in the form attached hereto as Exhibit G shall be recorded upon the written request of the Team or the District.

Section 29.4 Headings.

The headings of Articles and Sections are for convenience only and do not limit, expand or construe the contents of the Sections.

Section 29.5 Time of Essence.

Time is of the essence of this Lease and of all provisions hereof.

Section 29.6 Default Rate of Interest.

All amounts (including, without limitation, Rent) owed by the Team to the District or the City, or by the District or the City to the Team, pursuant to any provision of this Lease shall bear interest from the date due until paid at a rate (the "Default Interest Rate") equal to four percent per annum in excess of the rate per annum announced from time to time as the prime rate or other reference rate by the Qualified Bank that is the custodian of the Operations and Maintenance Fund.

Section 29.7 Severability.

The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Lease.

Section 29.8 Entire Lease.

Except as expressly provided in the Other Stadium Agreements, all understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between the District, the City, and the Team with respect to the subject matter hereof. The Cooperation Agreement dated July 19, 2000, between the City and the Team is superseded by terms contained in this Lease and is hereby terminated.

Section 29.9 Force Majeure.

If either the District, the City, or the Team fails to timely perform any of the terms, covenants and conditions of this Lease on the District's, the City's, or the Team's part to be performed (excluding monetary obligations provided for in this Lease) and such failure is due in whole or in part to any Force Majeure or acts caused directly or indirectly by the Team,

as to the District or the City, or the District or the City, as to the Team (or the District's, the City's or Team's respective agents, employees, contractors, licensees or invitees), then, except as otherwise expressly set forth to the contrary in this Agreement, the District, the City, or the Team, as the case may be, shall not be deemed in default under this Lease as a result of such failure and any time for performance by the District, the City, or the Team, as the case may be, provided for herein shall be extended by the period of delay resulting from such cause.

Section 29.10 Antidiscrimination Clause.

Neither the Team, the City, nor the District shall discriminate on the basis of race, color, political or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin or sexual preference/orientation. This shall apply to all organizations which receive permission for the use of all or any portion of the Lambeau Field Complex, either in writing or verbally, from the Team. The Team, the City, and the District shall comply with all applicable state, local and federal laws, rules, regulations, executive orders and agreements pertaining to discrimination in employment, unlawful employment practices and affirmative action. The Team, the City, and the District shall use reasonable efforts to encourage and promote opportunities for minorities and women in the operation of the Lambeau Field Complex. The Team, the City, and the District shall each be an equal opportunity employer.

Section 29.11 No Third Party Beneficiary.

This Lease is for the exclusive benefit of the parties hereto and not for the benefit of any other Person, and this Lease shall not be deemed to have conferred any rights, express or implied, upon any other Person unless otherwise expressly provided for herein.

Section 29.12 No Merger of Estates.

Notwithstanding anything contained in this Lease or any other agreement by and among the Team, the City, and the District, this Lease and the interests of the Team, the City, and the District hereunder shall not be destroyed during the Term by the application of the doctrine of merger of estates except by written consent of the Team, the City, and the District.

Section 29.13 Neutral Construction.

The language used in this Lease shall be deemed to be the language chosen by all of the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

Section 29.14 Football Rules and Regulations.

The District and the City each hereby agrees to cooperate with the National Football League and to use commercially reasonable efforts to comply with National Football League Rules and Regulations.

Section 29.15 Arbitration.

All disputes contemplated in Section 19.5 and Section 20.4 hereof shall be resolved by arbitration in the City of Green Bay, State of Wisconsin, under the rules of the American Arbitration Association. The arbitration panel shall consist of three members, one of whom shall be selected by the Team, one of whom shall be selected by the District, and the third of whom shall be selected by the other two members and all three of whom shall have relevant experience concerning the subject matter which is the subject of the dispute. None of the arbitrators shall have performed, directly or indirectly, a material amount of work for the Team, the District, the City or the County within the five-year period immediately preceding the aforesaid date of selection nor shall any such arbitrator intend or desire to perform work for the Team, the District, the City or the County within one year following the date of selection. The arbitration panel shall be empowered to determine only those disputes contemplated in Section 19.5 and Section 20.4 hereof. Issues determined by arbitration pursuant to this provision shall be given preclusive or collateral estoppel effect in subsequent arbitration proceedings pursuant to this provision. The prevailing party in any arbitration commenced hereunder shall be entitled to an award of reasonable attorneys' fees and costs relating to the arbitration, including the costs and fees of the panel, fees to the American Arbitration Association, and any other costs of such arbitration.

Section 29.16 Liability Limited.

Anything to the contrary contained in this Lease, the Construction Administration Agreement or any Other Stadium Agreement notwithstanding, no officer, employee, director, agent, member, or constituent of the District or the City, nor any of the successors or assigns of the foregoing (all such persons being hereinafter referred to collectively as the "Exculpated Persons"), shall be personally liable in any respect for any liability or obligation hereunder or under the Construction Administration Agreement or any Other Stadium Agreement, including the payment of any sums required to be paid by the District or the City hereunder or thereunder, or for monetary damages for the breach of performance of any of the covenants contained in this Lease, the Construction Administration Agreement or any Other Stadium Agreement. The Team, the District, and the City agree that, in the event the Team, the District, or the City pursues any remedies available to it under this Lease, the Construction Administration Agreement or any Other Stadium Agreement, neither the Team, the District nor the City shall have any recourse against any Exculpated Person, for any deficiency, loss or claim for monetary damages or otherwise resulting therefrom, and recourse shall be had solely and exclusively against the District or the City, as the case may be, and their respective assets to the extent available by law; but nothing contained herein shall be taken to prevent recourse against or the enforcement of remedies against the District and/or the City in respect of any and all liabilities, obligations and undertakings contained herein, in the Construction Administration Agreement or in any Other Stadium Agreement.

[continued on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first written above.

THE CITY:

CITY OF GREEN BAY, WISCONSIN

By: _____
Name: Paul Jadin
Title: Mayor

Attest: _____
Name: Douglas Daul
Title: City Clerk

THE DISTRICT:

**GREEN BAY - BROWN COUNTY
PROFESSIONAL FOOTBALL STADIUM
DISTRICT**

By: _____
Name: Mark McMullen
Title: Chairman

Attest: _____
Name: Ann Patteson
Title: Secretary/Clerk

THE TEAM:

GREEN BAY PACKERS, INC.

By: _____
Name: Robert E. Harlan
Title: President

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Lot 1, Volume 14 Certified Survey Maps, Page 109, Map No. 2826, said map being part of Lot 10 of Morris & Bromley Subdivision, according to the recorded Plat thereof and part of Private Claims 13, 14 and 15, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

EXHIBIT B

STANDARDS FOR MAINTENANCE

The Team shall perform all work (including all labor, supplies, materials and equipment) reasonably necessary for the cleaning and routine upkeep of the Lambeau Field Complex including any property, structures, surfaces, facilities, fixtures, equipment or furnishings in order to preserve such items in their existing condition, ordinary wear and tear excepted. By way of illustration, and without limiting the generality of the foregoing, maintenance shall include: (i) preventive or periodic maintenance procedures for equipment, fixtures or systems; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm and sound systems; (iii) ongoing trash removal; (iv) regular maintenance procedures for HVAC, plumbing, mechanical, electrical and structural systems, such as periodic cleaning, lubrication, and changing of air filters; (v) touch-up painting; (vi) cleaning prior to, during and following all Football Home Games, Team Uses and Events and Special Events; and (vii) any other work of a routine, regular and generally predictable nature that is reasonably necessary in order to keep the Lambeau Field Complex in good order and condition. The Team shall cause all maintenance to be performed in a safe and first-class manner, and in a manner that is consistent with the maintenance and repair standards of National Football League facilities.

EXHIBIT C

STANDARDS FOR MAJOR CAPITAL REPAIRS

The Team shall cause all Major Capital Repairs to be performed in a safe and first-class manner, and in a manner that is consistent with the repair and improvement standards of National Football League facilities that can reasonably be said to fall within the “top” twenty-five percent (25%) of all such facilities, when such facilities are rated or ranked according to the quality with which they are repaired and improved.

EXHIBIT D

PERMITTED ENCUMBRANCES; PERMITTED EXCEPTIONS

Permitted Encumbrances

1. Any mortgage, lien or security interest granted to secure financing obtained by the District and/or City (i) for Major Repairs, (ii) for Necessary Improvements, (iii) for protective advances to preserve the structural integrity of the Lambeau Field Complex and/or satisfy or otherwise discharge any liens encumbering the Lambeau Field Complex, and/or (iv) to cure any Major Default by the Team; if the Team fails to perform under this Lease, but nothing contained herein shall obligate the District and/or the City to make any such Major Repairs, Necessary Improvements or protective advances or to cure any Major Default by the Team.
2. Easements, rights-of-ways and licenses granted to public utilities for the furnishing of utility service to the Lambeau Field Complex, provided that so long as there is no outstanding Major Default by the Team, the Team's consent shall be required.

Permitted Exceptions

1. Easement as contained in an instrument executed by City of Green Bay, a municipal corporation of Brown County, Wisconsin to Wisconsin Public Service Corporation, a Wisconsin corporation, dated May 21, 1958 and recorded in the office of the Register of Deeds for Brown County, Wisconsin on May 29, 1958, in Volume 96 of Miscellaneous Records, Page 139, as Document Number 535492.
2. Easement as contained in an instrument executed by City of Green Bay, a municipal corporation to Wisconsin Public Service Corporation, a Wisconsin corporation, dated May 10, 1968 and recorded in the office of the Register of Deeds for Brown County, Wisconsin on May 21, 1968, in Volume 813 of Records, Page 600, as Document Number 677229.
3. Easement as contained in an instrument entitled Right-of-Way Grant executed by City of Green Bay – Stadium Commission to Wisconsin Telephone Company, dated March 4, 1980 and recorded in the office of the Register of Deeds for Brown County, Wisconsin on March 25, 1980, in Jacket 3916, Image 9, as Document Number 937239.
4. Easement as contained in an instrument executed by City of Green Bay to Wisconsin Public Service Corporation, a Wisconsin corporation, dated July 10, 1997 and recorded in the office of the Register of Deeds for Brown County, Wisconsin on August 4, 1997, as Document No. 1563821.

EXHIBIT E

RENTAL/PROMOTION AGREEMENT

STADIUM OCCUPANCY LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of the ____ day of _____, 2____, by THE GREEN BAY PACKERS, INC., a Wisconsin corporation (the "Packers"), and _____, a _____ ("Licensee").

WHEREAS, The Lambeau Field Complex ("Lambeau") situated in Green Bay, Wisconsin, is leased to the Packers, who are responsible for substantially all operations of Lambeau, including giving other persons rights to use Lambeau for all events; and

WHEREAS, the Packers use Lambeau for the playing of all their football games in Green Bay; and

WHEREAS, the Packers have the right to permit others to use Lambeau; and

WHEREAS, Licensee wishes to use Lambeau on _____, 2____, for the purpose of holding [a concert] by _____ (hereinafter called the "Event").

NOW, THEREFORE, in consideration of the premises and the payments to be made as hereinafter agreed to, the Packers and Licensee do hereby covenant and agree with each other as follows:

1. Grant of License.

1.1. Premises. The Packers grant Licensee a license for the use of Lambeau subject to the terms, conditions and restrictions set forth herein, solely to prepare for, hold and clean up after the Event to be held on the date and at the time stated below; provided, however, in no event shall Licensee have the right to use any part of Lambeau occupied by or leased to others on a permanent or year-to-year basis or not necessary for the Event. Without limiting the foregoing, except as expressly provided in this Agreement, Licensee shall have no right to use the following areas of Lambeau: (i) executive and administrative offices and related facilities for the Packers; (ii) the scoreboard area; (iii) advertising space; (iv) press boxes; (v) broadcast booths; (vi) Private Boxes and indoor and outdoor Club Seats; (vii) Lambeau's playing field; (viii) concession facilities; (ix) the private club restaurants and entertainment facilities; (x) the Packers and visiting team clubhouses; (xi) the Atrium; and (xii) areas outside the Lambeau Field Complex including, without limitation, parking areas.

1.2. Period. Licensee shall have a nonexclusive license to use Lambeau for the license period commencing on _____, 2____, and ending no later than _____ p.m. on _____, 2____, for the purpose of

_____. At the expiration or earlier termination of the term, Licensee will remove its personal goods and effects and will peaceably yield up Lambeau to the Packers in the same good order, condition and repair as such premises were in on delivery to Licensee.

1.3. No Warranty.

2. Ticket Matters.

3. Payments.

3.1. Definitions. For purposes of this Agreement, the following words shall have the meanings indicated:

(a) "Expenses" shall mean the amounts to be reimbursed by Licensee to the Packers in connection with the Event for services, equipment and personnel the Packers provide at rates specified in Exhibit A. "Expenses" shall also include actual amounts incurred by the Packers for services, equipment and personnel not referenced in Exhibit A, to the extent such services, equipment or personnel are requested by or approved by Licensee.

(b) "Damages" shall mean any and all costs incurred or to be incurred to remedy any damage, ordinary and extraordinary, caused to Lambeau (including the playing field) or any facilities, equipment or fixtures of the Packers by reason of (i) the holding of the Event, (ii) the installation, operation or removal of facilities in connection therewith, (iii) the moving of Licensee's property in or out of Lambeau, or (iv) any action of Licensee or any of its employees, agents, licensees, contractors, visitors or invitees, including patrons of the Event, or otherwise occurring during the license period including, without limitation, costs to have the playing field restored to its original condition (including necessary resodding and replacement of any drainage lines).

3.2. License Fee.

3.3. Novelty Sales.

3.4. Damages.

3.5. Refunds.

3.6. Expenses. In addition to all other obligations of Licensee herein, Licensee shall pay the Packers for all Expenses.

3.7. Preliminary Security Deposits. The Packers now hold in a separate bank account the proceeds from certain ticket sales for the Event. On the date hereof, Licensee is delivering to the Packers \$ _____. Section _____ obligates Licensee to deliver estimated Expenses. Licensee may (but shall not be obligated to) deliver further sums to the Packers prior to the Event. All such sums described in this Section 2.3 are collectively referred to as the "Preliminary Security Deposits".

- 3.8. Settlement.
- 3.9. Security Agreement.
- 3.10. No Liability.
- 3.11. Other Expenses.
- 3.12. Books and Records.

3.13. Final Security Deposit. The Packers shall refund the Final Security Deposit, reduced by any amount to which the Packers are entitled under this Agreement, as soon as practicable after the Packers have confirmed that there is no further damage to the Lambeau playing field as a result of Licensee's use of Lambeau under this Agreement, but in any case no later than fourteen (14) business days after Licensee has vacated Lambeau.

- 3.14. Interest.

4. Services, Equipment and Personnel.

- 4.1. Included Services.
- 4.2. At Licensee Expense.
- 4.3. Licensee Services.
- 4.4. Stagehands.

5. Event Operations.

5.1. Medical Plan and Stage Plan. On or before _____, Licensee shall present to the Packers for approval a plan for the provision of adequate medical services for the Event. All details of the plan for medical services are subject to the approval of the Packers. Licensee shall comply with the approved plan during the Event and submit to the Packers copies of all reports pertaining to medical services or treatment provided during the Event.

5.2. On Field Actions. Licensee will take every reasonable precaution to prevent possible damage to the Lambeau playing field at all times. In particular, Licensee will conform strictly to the following restrictions and agrees to inform all its personnel employed or participating in the Event of these restrictions:

- 5.3. Sound Testing.
- 5.4. Seating.

5.5. Entry to Event.

5.6. Ticket Representative.

5.7. Timing.

5.8. Concessions.

5.9. Backstage Passes.

5.10. Licensee Advertising.

5.11. Packers Advertising.

5.12. Announcements.

5.13. Fireworks. Licensee agrees that it will be responsible for all fireworks or pyrotechnics permits, including permits required by the City of Green Bay, necessary for the Event. The details of any fireworks display and the timing thereof shall be subject to the prior approval of the Packers.

5.14. Certain Actions.

5.15. Golf Carts.

5.16. No Obstruction. Licensee shall keep all portions of the sidewalks, entrances, passages, vestibules, halls and all ways of access to public utilities in the Lambeau Field Complex unobstructed, and Licensee shall not use such areas for any purpose other than ingress and egress to and from the Lambeau Field Complex. Licensee shall not obstruct the doors, stairways or openings into any place in the Lambeau Field Complex, including hallways, corridors and passageways, except with the written consent of the Packers.

5.17. Feeds.

5.18. Recordings.

5.19. Interruption or Termination of Event. The Packers retain the right to cause the interruption of the Event in the interests of public safety, and to likewise cause the termination of the Event, when in the sole judgment of the Packers such act is necessary in the interest of public safety.

5.20. Nonsmoking Policy. Licensee shall cause its agents, employees, contractors, licensees, visitors and invitees to comply with the Packers policy concerning smoking in facilities at the Lambeau Field Complex.

6. Parking.

7. Intellectual Property.
8. Independent Contractors.
9. Insurance and Indemnification.

9.1. Indemnification. Licensee agrees to indemnify and hold harmless the Packers, the Green Bay-Brown County Professional Football Stadium District, the City of Green Bay, Wisconsin, and their respective elected and appointed officials, directors, officers, employees, agents and owners (collectively, the "Indemnitees"), from all claims, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, which result, in whole or in part, from any alleged or actual (a) inaccuracy of any of Licensee's representations or warranties, or breach by Licensee of any provision of this Agreement, including without limitation any failure to comply with Licensee's obligations to pay Expenses, refunds on ticket sales and other amounts due hereunder, its obligations with respect to intellectual property rights under Section 7 above or its obligations with respect to the Americans with Disabilities Act, (b) act, failure to act, or negligence or other actionable fault on the part of Licensee, performers at the Event, any of their respective directors, officers, employees, agents or contractors, (c) death or injury to any person, or loss of the use of or damage to the property of any person or entity, arising out of, related to or occurring during the course of the Event or Licensee's use, operation or occupation of the Lambeau Field Complex or (d) act, failure to act, or negligence or other actionable fault on the part of _____ or any other claim or occurrence arising out of, related to or occurring in connection with Licensee's arrangements with _____ with respect to the Event. Licensee also agrees to reimburse the Indemnitees for any and all expense and loss from damage to property owned by or in which the Indemnitees have any interest, which results, in whole or in part, from one or more of the foregoing causes. These indemnities shall apply notwithstanding the joint, concurring or contributory fault or negligence of the Indemnitees, and notwithstanding any theory of law including, without limitation, a characterization of the Indemnitees' negligence or other fault as either active or passive in nature. The expiration or termination of this Agreement shall not affect the continuing obligations of Licensee as an indemnitor hereunder.

9.2. Insurance. At all times during the term of its license under this Agreement, Licensee shall, at its sole cost and expense, maintain valid and enforceable insurance underwritten by solvent insurance companies and on forms acceptable to the Packers, which insurance shall be of the following types:

(a) Commercial general liability insurance covering personal injury, bodily injury (including death), property damage, advertising injury, products and completed operations and contractual liability with a combined single limit of \$ _____.

(b) Workers' compensation and employer's liability insurance with limits not less than \$ _____.

(c) Automobile liability insurance with limits not less than \$ _____ covering all owned, nonowned and hired vehicles.

9.3. Terms of Insurance. The Indemnitees shall be included as additional insureds under the insurance policies required of Licensee under Section _____ above. No policy maintained by Licensee on which Indemnitees are named as additional insureds shall exclude coverage for claims asserted by Indemnitees against Licensee. All insurance provided by Licensee shall be primary and any insurance maintained by the Indemnitees shall be excess and not contributing with Licensee's insurance. Licensee will arrange with its insurance companies to endorse its insurance policies accordingly. No insurance required under this Agreement shall be subject to any deductible or self-insured retention. Each policy shall be written so that the Packers will be notified in writing of cancellation or of any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Notice shall be by certified mail/return receipt requested, addressed to the Packers at the following address:

Green Bay Packers, Inc.
1265 Lombardi Avenue
Green Bay, WI 54307-0628
Attn: Legal Department

Certificates of insurance shall be filed with the Packers on or before _____, 2_____. Such certification shall indicate compliance with Section _____ and this Section. The certificate must specifically refer to the inclusion of the Indemnitees as additional insureds, and the liability assumed by Licensee under this Agreement and include a copy of the endorsement naming Indemnitees as additional insureds. Licensee shall not violate, or permit to be violated, any conditions of any of such policies, and shall at all times satisfy the requirements of the insurance companies writing such policies.

9.4. Contractors.

10. Non-Discrimination Compliance with the Law.

11. Force Majeure.

12. Defaults; Termination.

12.1. General.

12.2. Entitlements. If either party terminates this Agreement pursuant to the provisions hereof, then the Packers shall be entitled to recover all costs and expenses incurred by the Packers in connection with the Event and any Damages. Upon any termination of this Agreement after Licensee has entered the Lambeau Field Complex, Licensee will promptly remove its personal goods and effects and will peaceably yield up to the Packers the Lambeau Field Complex in the same good order,

condition and repair as such Lambeau Field Complex was in on delivery to Licensee, and the Packers may re-enter the Lambeau Field Complex, either by force or otherwise, and remove Licensee's personal goods and effects, without being liable to any prosecution therefor.

12.3. Costs.

13. Certain Disclaimers; Property Matters.

13.1. No Liability. The Packers shall have no liability whatsoever to Licensee or any third party for any loss, liability, damage, cost or deficiency suffered by Licensee or any third party resulting from, caused by or arising out of any service, equipment or personnel the Packers provide under this Agreement. THE SERVICES, EQUIPMENT AND PERSONNEL THE PACKERS PROVIDE UNDER THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, AND WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LICENSEE DISCLAIMS AND WAIVES ANY RIGHT, CLAIM OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WITH RESPECT TO THE SERVICES, EQUIPMENT AND PERSONNEL PROVIDED BY THE PACKERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PACKERS MAKE NO WARRANTY THAT ANY SERVICE, EQUIPMENT OR PERSONNEL COMPLIES WITH ANY LAW.

14. Certain Rights of Packers.

14.1. Authority to Eject. The Packers reserve the right, but not the duty, through authorized personnel, to eject any objectionable person or persons from the Lambeau Field Complex, and Licensee hereby waives any and all claims for damages against the Indemnities resulting from the exercise of this authority.

14.2. Performance Approval. The Packers retain the right to disapprove of any performance, exhibition or entertainment to be offered under this Agreement, and Licensee agrees that no such activity or part thereof shall be given or held if the Packers give written notice of objection thereto on the grounds of character offensive to public morals, failure to uphold Event advertising claims or violations of Event content restrictions agreed to between the parties, if any. Notwithstanding the foregoing, a representative of the Packers witnessed the performance of the [concert] and approves of the content thereof, and the Packers waive their rights hereunder to the extent that the Event is the same as that of the prior performance.

14.3. Right of Entry. In addition to the Packers' right of entry under any other provision of this Agreement, Licensee shall permit any authorized representative of the Packers to enter the Lambeau Field Complex at all reasonable times for all reasonable purposes, including without limitation to (i) inspect the

Lambeau Field Complex to determine whether Licensee has complied or is complying with the terms and conditions of this Agreement; (ii) carry out any purpose necessary, incidental or connected with the performance of the Packers' obligations; and (iii) make any necessary repairs to the Lambeau Field Complex and perform any work on the Lambeau Field Complex that may be necessary by reason of Licensee's failure to make any such repairs or perform any such work. Nothing contained in this Section shall create or imply any duty upon the part of the Packers to make any such repairs or perform any such work, and the performance of such repairs or work by the Packers shall not constitute a waiver of Licensee's failure to perform such work or repairs.

14.4. Health, Safety and Welfare. The Packers reserve the right to determine and require in their sole discretion any matter, condition or prerequisite necessary for the health, safety or welfare of any persons in attendance at the Event or the preservation of the integrity of the Lambeau Field Complex.

14.5. Advertising.

15. Miscellaneous.

IN WITNESS WHEREOF, the parties have executed this License Agreement on the day and year first written above.

GREEN BAY PACKERS, INC.

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT F

USER FEE

The User Fee referred to in Section 4.2(a)(ii) of this Lease shall be imposed, administered, collected and applied as follows:

Imposition:

The User Fee is imposed by the City pursuant to Section 229.826(5) of the Wisconsin Statutes as a one-time fee for the right to purchase season tickets, other than Private Box or Club Seat season tickets, to Green Bay Packers Home Football Games. On the date of this Lease there are approximately 53,262 season tickets subject to the User Fee and upon completion of the Stadium Project there will be approximately 2,000 additional season tickets subject to the User Fee.

Amount:

The amount of the User Fee shall be \$1,400 per season ticket in the "Green" package and \$600 per season ticket in the "Gold" package.

Administration:

The Team shall, at the Team's expense but for and in the name of the City, administer all aspects of the billing and collection of the User Fee.

The User Fee shall be invoiced for payment not later than February 15, 2001, as to the existing season tickets, and not later than June 15, 2003, as to the approximately 2,000 additional season tickets subject to the User Fee. The Team may make arrangements to facilitate (but not require) the financing of the User Fee at the option of season ticket holder. No season ticket for the 2001 Season shall be sold by the Team to a person who has not paid the applicable User Fee.

Application of Proceeds:

As and when collected by the Team for the account of the City, the net User Fee (i.e., less bank and credit card fees and administrative costs incurred by the Team) shall be promptly deposited into the User Fee Subaccount of the Project Construction Fund.

Transfer of Season Tickets

The Team hereby certifies to the District that it has applied to the National Football League for approval of the policy described in Section 229.8245(2)(b) of the Act.

EXHIBIT G

MEMORANDUM OF LAMBEAU FIELD LEASE AGREEMENT

THIS MEMORANDUM OF LAMBEAU FIELD LEASE AGREEMENT (the "Memorandum"), made effective as of the 1st day of January, 2001, by and between **GREEN BAY-BROWN COUNTY PROFESSIONAL FOOTBALL STADIUM DISTRICT**, a statutorily created instrumentality of the State of Wisconsin (hereinafter referred to as the "District"), **CITY OF GREEN BAY, WISCONSIN**, a political subdivision of the State of Wisconsin and **GREEN BAY PACKERS, INC.**, a Wisconsin corporation (hereinafter referred to as the "Team").

WITNESSETH:

WHEREAS, the City and the Team entered into that certain Amended Lease Agreement (the "Existing Lease") dated January 22, 1996, wherein the City agreed to lease the Premises described therein to the Team;

WHEREAS, the District, the City and Team entered into that certain Lambeau Field Lease Agreement (the "Lease") dated as of January 1, 2001, wherein the City, the District and the Team agreed to the terms and conditions under which the Team will lease the Premises from the District and the City, the renovated Lambeau Field Complex once completed; and

WHEREAS, this Memorandum is being executed for the purpose of recording the Memorandum in the Office of the Register of Deeds for Brown County, State of Wisconsin, in order to place third parties on notice of the Lease and the City's, the District's and Team's rights thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Lease, the City, the District and Team hereby agree as follows:

1. PREMISES. The "Premises" is that certain real estate situated and being located in the City of Green Bay, County of Brown, State of Wisconsin, which real estate is more particularly described on Exhibit A attached hereto, and all improvements now or hereafter located thereon.

2. TERM. The Initial Term of the Lease is for a term commencing on the date hereof and continuing until the Commencement Date of the Primary Term, which Primary Term is a period equal to thirty (30) years commencing on the later of (i) September 1, 2003, or (ii) the date the renovations to the Lambeau Field Complex are substantially completed, and the Primary Term of the Lease shall terminate on the last day of the thirtieth (30th) full calendar Lease Year after the Commencement Date, unless otherwise terminated as provided in the Lease. Provided this Lease has not been terminated and the Team is not then in default under the Lease, the Team has the right to extend the initial term of the Lease for five (5) additional periods of two (2) years.

3. RENT. Rent shall be in such amount and shall be paid as provided in the Lease.

4. LEASE CONTROLLING. This Memorandum of Lease is only a summary of some of the terms and conditions contained in the Lease and is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Lease, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Lease shall in all events control the relationship between the City, the District and the Team with respect to the subject matter therein contained. Any capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

IN WITNESS WHEREOF, the City, the District and Team have executed this Memorandum of Lambeau Field Lease Agreement effective as of the 1st day of January, 2001.

DISTRICT:

**GREEN BAY – BROWN COUNTY
PROFESSIONAL FOOTBALL STADIUM
DISTRICT**

By: _____

Name: Mark McMullen

Title: Chairman

Attest: _____

Name: Ann Patteson

Title: Secretary/Clerk

CITY:

CITY OF GREEN BAY, WISCONSIN

By: _____

Name: Paul Jadin

Title: Mayor

Attest: _____

Name: Douglas Daul

Title: City Clerk

TEAM

GREEN BAY PACKERS, INC.

By: _____

Name: Robert E. Harlan

Title: President

STATE OF WISCONSIN)
) SS
BROWN COUNTY)

Personally came before me this ____ day of January, 2001, the above named Mark McMullen and Ann Patteson, the Chairman, and Secretary/Clerk, respectively, of the Green Bay – Brown County Professional Football Stadium District, and they acknowledged that they executed the foregoing instrument as such officers as the deed of such entity, by its authority.

*

Notary Public, State of Wisconsin

My commission (is) (expires) _____

STATE OF WISCONSIN)
) SS
BROWN COUNTY)

Personally came before me this ____ day of January, 2001, the above named Paul Jadin, Mayor and Douglas Daul, City Clerk of the City of Green Bay, and they acknowledged that they executed the foregoing instrument as such officers as the deed of such entity, by its authority.

*

Notary Public, State of Wisconsin

My commission (is) (expires)_____

STATE OF WISCONSIN)
) SS
BROWN COUNTY)

Personally came before me this ____ day of January, 2001, the above named Robert E. Harlan, the President of the Green Bay Packers, Inc., and he acknowledged that he executed the foregoing instrument as such officer as the deed of such entity, by its authority.

*

Notary Public, State of Wisconsin

My commission (is) (expires)_____

This Document was drafted by,
And after recording should be returned to:

Ben J. Abrohams
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367
(414) 271-2400

FIRST AMENDMENT TO STADIUM LEASE

THIS AGREEMENT (this "Agreement") is made as of the 25th day of April, 2001, by and among **GREEN BAY – BROWN COUNTY PROFESSIONAL FOOTBALL STADIUM DISTRICT**, a body corporate and politic created by Subchapter IV of Chapter 229 of the Wisconsin Statutes (hereinafter referred to as "District"), **CITY OF GREEN BAY, WISCONSIN**, a political subdivision of the State of Wisconsin (hereinafter referred to as the "City"), and **GREEN BAY PACKERS, INC.**, a Wisconsin corporation (hereinafter referred to as the "Team").

RECITALS

A. The District, City and Team have previously entered into the Lambeau Field Lease Agreement ("Lease") dated as of January 1, 2001 for the redevelopment and leasing of the Lambeau Field Complex (as defined in the Lease).

B. The District, City and Team desire to amend the Lease as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Ticket Tax. Section 8.3 of the Lease is hereby amended by adding after the third sentence therein the following:

"The amount of \$500,000.00 set forth in the immediately preceding sentence may not be reduced in any subsequent agreement between the District and the Team."

2. Continuation of Lease. Except as expressly amended herein, the Lease shall remain in full force and effect.

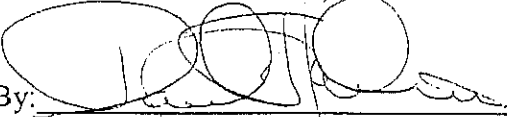
3. Counterparts. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

THE CITY:

CITY OF GREEN BAY, WISCONSIN

By: 

Name: Paul Jadin

Title: Mayor

Attest: 

Name: Douglas Daul

Title: City Clerk

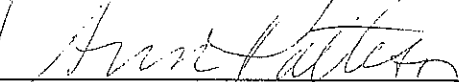
THE DISTRICT:

GREEN BAY - BROWN COUNTY
PROFESSIONAL FOOTBALL STADIUM
DISTRICT

By: 

Name: Mark McMullen

Title: Chairman

Attest: 

Name: Ann Patteson

Title: Secretary/Clerk

THE TEAM:

GREEN BAY PACKERS, INC.

By: 

Name: Robert E. Harlan

Title: President

SECOND AMENDMENT TO LAMBEAU FIELD LEASE AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of the 19~~t~~ day of June, 2001, by and among **GREEN BAY – BROWN COUNTY PROFESSIONAL FOOTBALL STADIUM DISTRICT**, a body corporate and politic created by Subchapter IV of Chapter 229 of the Wisconsin Statutes (hereinafter referred to as "District"), **CITY OF GREEN BAY, WISCONSIN**, a political subdivision of the State of Wisconsin (hereinafter referred to as the "City"), and **GREEN BAY PACKERS, INC.**, a Wisconsin corporation (hereinafter referred to as the "Team").

RECITALS

A. The District, City and Team have previously entered into the Lambeau Field Lease Agreement ("Lease") dated as of January 1, 2001, as amended by a First Amendment to Lambeau Field Lease Agreement dated as of April 25, 2001, for the redevelopment and leasing of the Lambeau Field Complex (as defined in the Lease).

B. The District, City and Team desire to further amend the Lease as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Sales Tax Fund. Section 7.3(d) of the Lease is deleted and there is inserted in its place the following:

"(d) The application of funds for maintenance and operating costs pursuant to Section 229.825(2)(b) of the Act shall be accomplished by transfers to the Operations and Maintenance Fund. On the first business day of January in each year commencing 2003, and continuing thereafter for the duration authorized in Section 229.825(2)(b) of the Act, there shall be transferred from the Sales Tax Fund to the Operations and Maintenance Fund an amount equal to the difference obtained by subtracting (i) the aggregate amount transferred on such date to the Operations and Maintenance Fund under Section 7.4(d), from (ii) an indexed amount (the "Indexed Amount") equal to \$3,400,000 in 2003 and in each year thereafter equal to 102% of the indexed amount from the preceding year (except that the percentage shall be 103% as to any amount scheduled pursuant to Section 14.7 to be paid from the Operations and Maintenance Fund as compensation to municipal employees)."

2. 8257 Fund. Section 7.4(d) of the Lease is deleted and there is inserted in its place the following:

“(d) On the first business day of January in each year commencing in 2003, and continuing thereafter through and including 2031 an amount up to the Indexed Amount for that year shall be transferred to the Operations and Maintenance Fund.”

3. Ticket Tax. The first sentence of Section 8.3 of the Lease is amended by inserting after the phrase “face value” in the third line the following:

“(excluding the Ticket Tax and sales tax components thereof).”

4. Continuation of Lease. Except as expressly amended herein, the Lease shall remain in full force and effect.

5. Counterparts. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

[Signatures on next page]

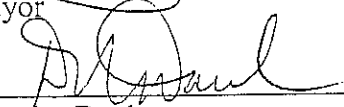
THE CITY:

CITY OF GREEN BAY, WISCONSIN

By: 

Name: Paul Jadin

Title: Mayor

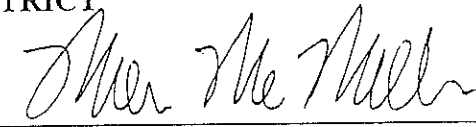
Attest: 

Name: Douglas Daul

Title: City Clerk

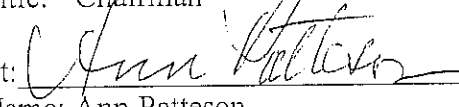
THE DISTRICT:

**GREEN BAY - BROWN COUNTY
PROFESSIONAL FOOTBALL STADIUM
DISTRICT**

By: 

Name: Mark McMullen

Title: Chairman

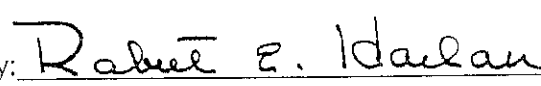
Attest: 

Name: Ann Patteson

Title: Secretary/Clerk

THE TEAM:

GREEN BAY PACKERS, INC.

By: 

Name: Robert E. Harlan

Title: President

**WAIVER AND CONSENT TO
THIRD AMENDMENT TO
LAMBEAU FIELD LEASE AGREEMENT**

WHEREAS, the City of Green Bay, the Green Bay – Brown County Professional Football Stadium District, and the Green Bay Packers entered into the Lambeau Field Lease Agreement on January 1, 2001; and

WHEREAS, the Green Bay – Brown County Professional Football Stadium District and the Green Bay Packers, Inc., have entered into a Third Amendment to the Lambeau Field Lease Agreement dated as of June 26, 2002, 2002; and

WHEREAS, the City of Green Bay is not affected by the Third Amendment nor do the provisions deal with rights or obligations of the City.

NOW, THEREFORE, the City of Green Bay does hereby waive its rights to participate in the Third Amendment, which is attached hereto as Exhibit A, and consents to the modification of the Lease as set out herein pursuant to Section 29.2 of the Lease.

Dated this 27th day of June, 2002.

CITY OF GREEN BAY

A handwritten signature in black ink, appearing to read "Paul F. Jadin", is written over a horizontal line.

Paul F. Jadin, Mayor

THIRD AMENDMENT TO LAMBEAU FIELD LEASE AGREEMENT

THIS THIRD AMENDMENT (this "Third Amendment") is made as of the 26th day of June, 2002, by and between GREEN BAY – BROWN COUNTY PROFESSIONAL FOOTBALL STADIUM DISTRICT, a body corporate and politic created by Subchapter IV of Chapter 229 of the Wisconsin Statutes (hereinafter referred to as "District"), and GREEN BAY PACKERS, INC., a Wisconsin corporation (hereinafter referred to as the "Team").

RECITALS

A. The City of Green Bay, Wisconsin, a political subdivision of the State of Wisconsin (hereinafter referred to as "City"), District and Team have previously entered into the Lambeau Field Lease Agreement ("Lease") dated as of January 1, 2001, as amended by a First Amendment to Lambeau Field Lease Agreement dated as of April 25, 2001 and a Second Amendment to Lambeau Field Lease Agreement dated as of June 19, 2001.

B. The District and Team desire to further amend the Lease as set forth below.

C. The Third Amendment does not affect Lease provisions dealing with the rights or obligations of the City.

D. The City does not wish to be party to the Third Amendment and has waived its rights accordingly (see attached waiver).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Operations and Maintenance Fund. Section 7.5(c) of the Lease is deleted and there is inserted in its place the following:

"(c) The Operations and Maintenance Fund shall be used to pay Actual Operations and Maintenance Costs during each of the first 28 years of the Primary Term. Additionally, the Operations and Maintenance Funds shall be used to pay certain costs incurred during the Initial Term including Traffic Control Obligations, Security Obligations and Emergency Medical Obligations as defined in Section 10.3, and the costs of acquiring and installing radio communications systems necessary for Team and/or public safety purposes. Disbursements shall be made to or at the order of the Team upon receipt of requisitions from the Team identifying the costs and certifying that the costs have been properly incurred in accordance with Article XIV and either have been advanced by the Team or are currently due, owing and unpaid. The requisitions shall be supported with documentary evidence reasonably satisfactory to the District.

2. Continuation of Lease. Except as expressly amended herein, the Lease shall remain in full force and effect.

3. Counterparts. This Third Amendment may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

4. NFL Rules and Regulations. The Team, by signing this Third Amendment, certifies to the District that the First Amendment, Second Amendment and Third Amendment have been made and hereby are made in accordance with the NFL Rules and Regulations and that all applicable consents have been obtained; all as required under Section 29.2 of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed as of the date first written above.

THE DISTRICT:

GREEN BAY - BROWN COUNTY
PROFESSIONAL FOOTBALL STADIUM
DISTRICT

By: Mark McMullen
Name: Mark McMullen
Title: Chairman

Attest: Ann Patteson
Name: Ann Patteson
Title: Secretary/Clerk

THE TEAM:

GREEN BAY PACKERS, INC.

By: Robert E. Harlan
Name: Robert E. Harlan
Title: President

**WAIVER AND CONSENT TO
FOURTH AMENDMENT TO
LAMBEAU FIELD LEASE AGREEMENT**

WHEREAS, the City of Green Bay, the Green Bay – Brown County Professional Football Stadium District, and the Green Bay Packers entered into the Lambeau Field Lease Agreement on January 1, 2001; and

WHEREAS, the Green Bay – Brown County Professional Football Stadium District and the Green Bay Packers, Inc., have entered into a Fourth Amendment to the Lambeau Field Lease Agreement dated as of December 18, 2002; and

WHEREAS, the City of Green Bay is not affected by the Fourth Amendment nor do the provisions deal with rights or obligations of the City.

NOW, THEREFORE, the City of Green Bay does hereby waive its rights to participate in the Third Amendment, which is attached hereto as Exhibit A, and consents to the modification of the Lease as set out herein pursuant to Section 29.2 of the Lease.

Dated this 18th day of December, 2002.

CITY OF GREEN BAY

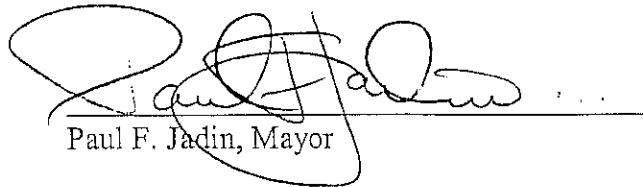

Paul F. Jadin, Mayor

EXHIBIT A

FOURTH AMENDMENT TO LAMBEAU FIELD LEASE AGREEMENT

THIS FOURTH AMENDMENT (this "Fourth Amendment") is made as of the 18th day of December 2002, by and between GREEN BAY - BROWN COUNTY PROFESSIONAL FOOTBALL STADIUM DISTRICT, a body corporate and politic created by Subchapter IV of Chapter 229 of the Wisconsin Statutes (hereinafter referred to as "District") and GREEN BAY PACKERS, INC., a Wisconsin corporation (hereinafter referred to as the "Team").

RECITALS

A. The District, City of Green Bay, a Wisconsin corporation ("City") and Team have previously entered into the Lambeau Field Lease Agreement ("Lease") dated as of January 1, 2001, as amended by a First Amendment to Stadium Lease dated as of April 25, 2001, a Second Amendment to Lambeau Field Lease Agreement dated as of June 19, 2002, and a Third Amendment to Lambeau Field Lease Agreement dated as of June 26, 2002.

B. The District and Team desire to further amend the Lease as set forth below.

C. The Fourth Amendment does not affect Lease provisions dealing with the rights or obligations of the City.

D. The City does not wish to be party to the Fourth Amendment and has waived its rights accordingly (see attached waiver).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Project Construction Fund. Section 7.1(c) of the Lease is deleted and there is inserted in its place the following:

- (c) The Project Construction Fund shall be disbursed to pay Project Costs in the manner and subject to the conditions described in the Construction Administration Agreement. Whenever a withdrawal is made from the Project Construction Fund, the withdrawal shall be charged against (i) the Team Subaccount if the withdrawal is in respect of the Team's Leasehold Improvements, (ii) the Infrastructure Subaccount if the withdrawal is in respect of the Included Infrastructure Project, and (iii) in all other cases in the following order of priority:

First, the amount of all funds advanced by the Team to pay Project Costs (to the extent such costs are included in the Master Project Budget and the Team provides an accounting thereof to the District) prior to the funding of the User Fee Subaccount shall be

temporarily charged to the Team Subaccount. When the User Fee Subaccount is funded, such amounts shall be reimbursed to the Team Subaccount by transfer from the User Fee Subaccount.

Second, after the execution and delivery of this Lease and prior to the issuance of the Stadium Revenue Bonds, the disbursements shall be charged to the User Fee Subaccount.

Third, following the issuance of the Stadium Revenue Bonds, the disbursements shall be charged to the Bond Proceeds Subaccount until \$160 million has been disbursed therefrom.

Fourth, disbursements shall next be charged to the User Fee Subaccount until an aggregate of \$82.5 million shall have been disbursed from the User Fee Subaccount pursuant to the Second priority and this Fourth priority.

Fifth, disbursements shall next be charged to the Team Subaccount until a total of \$285.2 million shall have been disbursed from the Project Construction Fund.

Sixth, disbursements shall next be charged to the Construction Reserve Fund in accordance with Section 7.2.

Seventh, until the Determination Date (as defined below), disbursements shall next be charged to the Available Investment Earnings Subaccount until 45.76% of the amounts deposited into such Subaccount (including realized net investment earnings and gains on such Subaccount accruing up to and including the day immediately preceding the Determination Date) shall have been so applied.

Eighth, disbursements shall next be charged to the Team Subaccount until no balance remains therein.

Ninth, disbursements shall next be charged to the User Fee Subaccount until no balance remains therein.

On a date after September 1, 2002 to be determined by the District by written notice to the Team ("Determination Date"), (A) an amount equal to 45.76% of the Available Investment Earnings Subaccount shall be transferred to the Capital Improvements Fund and (B) up to \$4,000,000 of funds as may be requested by the Team shall be transferred from the User Fee Subaccount to the Capital Improvements Fund. Subsequent to such transfer, the Capital Improvements Fund shall also be credited with 45.76% of the future realized net investment earnings on the Project Construction Fund, excluding net investment earnings on the Available

Investment Earnings Subaccount. The 54.24% balance of the Available Investment Earnings Subaccount remaining in the Available Investment Earnings Subaccount on the Determination Date, together with 54.24% of the future realized net investment earnings on the Project Construction Fund and all earnings and gains on the Available Investment Earnings Subaccount accruing on and after the Determination Date shall be held until the Completion Date, whereupon all such funds shall be withdrawn from the Available Investment Earnings Subaccount and used to redeem or defease Stadium Revenue Bonds or to fund the District's obligation to fund the 8257 Fund under Section 229.825(2)(e)(2) of the Act.

After the Completion Date when all Project Costs have been paid and funds from the Available Investment Earnings Subaccount have been distributed as provided above, the balance in the Project Construction Fund shall be applied as follows: First, any Project Cost Savings shall be applied in accordance with Section 4.2(e); and second, any remaining balance in the Project Construction Fund shall be transferred to the Capital Improvements Fund.

2. Continuation of Lease. Except as expressly amended herein, the Lease shall remain in full force and effect.

3. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

4. NFL Rules and Regulations. The Team, by signing this Fourth Amendment, certifies to the District that the First Amendment, Second Amendment, Third Amendment and Fourth Amendment have been made and hereby are made in accordance with the NFL Rules and Regulations and that all applicable consents have been obtained; all as required under Section 29.2 of the Lease.

SIGNATURES ON NEXT PAGE

WAIVER AND CONSENT TO
FIFTH AMENDMENT TO
LAMBEAU FIELD LEASE AGREEMENT

WHEREAS, the City of Green Bay, the Green Bay - Brown County Professional Football Stadium District, and the Green Bay Packers entered into the Lambeau Field Lease Agreement on January 1, 2001; and

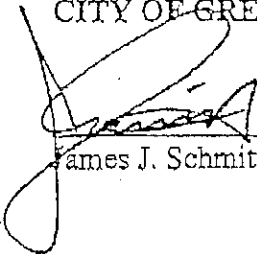
WHEREAS, the Green Bay - Brown County Professional Football Stadium District and the Green Bay Packers, Inc., have entered into a Fifth Amendment to the Lambeau Field Lease Agreement dated as of July 17, 2003; and

WHEREAS, the City of Green Bay is not affected by the Fifth Amendment nor do the provisions deal with rights or obligations of the City.

NOW, THEREFORE, the City of Green Bay does hereby waive its rights to participate in the Fifth Amendment, which is attached hereto as Exhibit A, and consents to the modification of the Lease as set out herein pursuant to Section 29.2 of the Lease.

Dated this 17th day of July, 2003.

CITY OF GREEN BAY



James J. Schmitt, Mayor

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed as of the date first written above.

THE DISTRICT:

GREEN BAY - BROWN COUNTY
PROFESSIONAL FOOTBALL STADIUM
DISTRICT

By: Mark McMullen

Name: Mark McMullen

Title: Chairman

Attest: Ann Patteson

Name: Ann Patteson

Title: Secretary/Clerk

THE TEAM:

GREEN BAY PACKERS, INC.

By: Robert E. Harlan

Name: Robert E. Harlan

Title: President

FIFTH AMENDMENT TO LAMBEAU FIELD LEASE AGREEMENT

THIS FIFTH AMENDMENT (this "Fifth Amendment") is made as of the 17th day of July, 2003, by and between GREEN BAY – BROWN COUNTY PROFESSIONAL FOOTBALL STADIUM DISTRICT, a body corporate and politic created by Subchapter IV of Chapter 229 of the Wisconsin Statutes (hereinafter referred to as "District") and GREEN BAY PACKERS, INC., a Wisconsin corporation (hereinafter referred to as the "Team").

RECITALS

- A. The District, City of Green Bay, a Wisconsin corporation (hereinafter referred to as "City") and Team have previously entered into the Lambeau Field Lease Agreement ("Lease") dated as of January 1, 2001, as amended by a First Amendment to Stadium Lease dated as of April 25, 2001, a Second Amendment to Lambeau Field Lease Agreement dated as of June 19, 2002, a Third Amendment to Lambeau Field Lease Agreement dated as of June 26, 2002, and a Fourth Amendment to Lambeau Field Lease Agreement dated as of December 18, 2002.
- B. The District and Team desire to further amend the Lease as set forth below.
- C. The Fifth Amendment does not affect Lease provisions dealing with the rights or obligations of the City.
- D. The City does not wish to be party to the Fifth Amendment and has waived its rights accordingly (see attached waiver).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Section 7.5 of the Lease is deleted and there is inserted in its place the following:

Section 7.5 Operations and Maintenance Fund.

The District shall establish and maintain a trust fund to pay maintenance and operations costs of the Lambeau Field Complex (referred to in this Lease as the "Operations and Maintenance Fund"). The Operations and Maintenance Fund shall be owned by and be held in the name of the District in the custody of a Qualified Bank. The Operations and Maintenance Fund shall be held and applied for the following uses and purposes:

- (a) There shall be deposited into the Operations and Maintenance Fund (i) the amounts transferred from the Sales Tax Fund pursuant to Section 7.3(d), (ii) the amounts transferred from the 8257 Fund pursuant to Section 7.4(d), (iii) Ticket Tax proceeds in excess of the amounts required to be deposited into the 8257 Fund pursuant to Section 7.4(a)(i) and paid to the District under Section 8.3, and (iv) the amounts transferred from the Capital Improvements Fund pursuant to Section 7.6(c).
- (b) The Operations and Maintenance Fund shall be invested in Permitted Investments selected by the District pursuant to an investment program devised in consultation with the Team. Realized earnings, gains and losses from such investments shall be for the account of the Operations and Maintenance Fund.

commencement of the Primary Term and for Actual Operations and Maintenance Costs incurred during each of the first 28 years of the Primary Term. Additionally, the Operations and Maintenance Funds shall be used to pay certain costs incurred during the Initial Term including Traffic Control Obligations, Security Obligations and Emergency Medical Obligations as defined in Section 10.3, and the costs of acquiring and installing radio communications systems necessary for Team and/or public safety purposes. Disbursements shall be made to or at the order of the Team upon receipt of requisitions from the Team identifying the costs and certifying that the costs have been properly incurred in accordance with Article XIV and either have been advanced by the Team or are currently due, owing and unpaid. The requisitions shall be supported with documentary evidence reasonably satisfactory to the District, including an annual Operations and Maintenance Fund Budget showing budgeted and actual disbursements from the Fund.

- (d) The Qualified Bank shall, upon request therefore, furnish the City, District, and the Team with customary monthly trust account reports prepared by the Qualified Bank showing the detail of activity in the Operations and Maintenance Fund. All fees, charges and other expenses payable to the Qualified Bank in connection with the administration of such account shall be charged to and paid out of the Operations and Maintenance Fund.

2. Section 9.4 of the Lease is deleted and there is inserted in its place the following:

Section 9.4 City's and/or District's Use of Commercial Events.

The City, District and Team desire to cooperate with respect to the utilization of portions of the Lambeau Field Complex for certain commercial events intended to benefit both the public and the Team by generating additional revenue. The parties recognize that business conditions in the entertainment industry often require scheduling an event with little lead time. Consequently, the parties agree to work cooperatively to maintain a dynamic schedule responsive to the needs of the parties and to coordinate scheduling of events so as to not interfere with preparation, set-up, conduct or tear down of any other events. Commencing with the 2004 Lease Year, the City and/or District shall have the right to use the seating bowl, playing field and common areas of the Lambeau Field Complex (excluding private boxes and indoor and outdoor club seats) for commercial events, subject in all events to the following terms and conditions:

- (a) Such use shall be limited to the period of February 1 through June 30 of each Lease Year (the "Off Season") and events shall be scheduled, as mutually agreed upon by the City, District and Team. The City and/or District shall have the right to conduct one revenue-generating event per month during the Off Season and shall have scheduling priority from February 1 through May 15. The Team may also schedule Special Events and/or Other Team Uses and Events during the Off Season and shall have scheduling priority from May 16 through June 30.
- (b) Any additional commercial revenue-generating events which the City and/or District desires to schedule shall require the consent of the Team. The right of the City and/or District to continue to schedule any revenue-generating events shall continue until June 30 of the Lease Year in which the Change of Control Date occurs. Prior to the Change of Control Date, the City, District and Team will meet to negotiate the continuation, elimination or alteration of this practice. In negotiating the resolution, the City, District and Team shall take into consideration the financial success of the City's and/or District's events and the then competitive position of the Team in the NFL in addition to any other relevant considerations.
- (c) The rights and obligations of the City and the Team under this Section 9.4 are subject to the following terms and conditions:

In each instance as to which the City is promoting a commercial event, the City shall deliver to the District and the Team a written undertaking by the City (i) to pay all costs and expenses of the event except for costs directly related to revenues which the Team is entitled to receive; (ii) to provide proper police security and medical attention; (iii) to indemnify the District and the Team and hold them harmless from and against all liabilities and expenses, including legal defense costs, for personal injury or property damage arising out of such usage, as well as for financial commitments and contractual obligations made by the City relating to the holding or sponsorship of such event; and (iv) to return the premises to a condition at least as good as they were in immediately prior to such usage.

The Team, acting reasonably and in good faith, shall have the right to reject any proposed commercial usage by the City in the event the Team determines that such usage (i) presents an unacceptable public safety risk or an unacceptable risk of damage to the Lambeau Field Complex including particularly, but without limitation, the playing field surface; (ii) is incompatible or inconsistent with any sponsorship or promotional arrangement which the Team has in place or is in the process of putting in place; (iii) would violate the National Football League Rules and Regulations relating to the public image of an NFL Team; or (iv) with respect to the period from May 16 through June 30, would interfere with the preparation for, set-up or conduct of Other Team Uses and Events or Special Events at the Lambeau Field Complex.

The usage shall not impair the tax-exempt status of the Stadium Revenue Bonds.

The Team shall have the right, but not the obligation, to have its personnel present at the Lambeau Field Complex at all reasonable times and places.

- (d) For all City-sponsored commercial events conducted during the Off Season, the Team shall be entitled to all concessions revenues. For all Team-sponsored commercial events conducted during the Off Season, the City shall be entitled to all net parking revenues.
- (e) The City acknowledges that the net revenue generated by all such City events and any and all revenue payable to the City under this Section 9.4 with respect to Team events will be paid to the District to meet debt service obligations with respect to Stadium Revenue Bonds and 8257 Fund obligations of the District until the Change of Control Date and thereafter shall, if applicable, be disbursed in accordance with Section 3.4 hereof, as if the revenue payable to the City/District was "property" under Section 229.828 of the Act.
- (f) Any and all references in the above Sections 9.4 (c) (d) and (e) to the "City" shall be deemed to include the District if and to the extent the District should participate in the promotion and/or operation of any such event.

3. Section 10.2 of the Lease is deleted and there is inserted in its place the following:

Section 10.2 Utilities and Services.

The Team shall be responsible for paying when due the cost of all utility services necessary for the operation of the Lambeau Field Complex, including, but not limited to, fuel, water, sewerage and electricity, from the utility or municipality providing such service. The Team shall be entitled to draw upon the Operations and Maintenance Fund to pay its costs under this Section.

4. ARTICLE XIV of the Lease is deleted and there is inserted in its place the following:

ARTICLE XIV

MAINTENANCE AND MAJOR REPAIRS: IMPROVEMENTS

Section 14.1 Maintenance Obligations.

The Team shall make and perform any and all Maintenance on the Lambeau Field Complex. Such Maintenance shall be performed in accordance with the provisions of Exhibit B attached hereto and made a part hereof and the provisions of this Article 14. The Team shall be entitled to draw upon the Operations and Maintenance Fund to pay the Actual Operations and Maintenance Costs. In the event the amounts therein are insufficient to pay All Actual Operations and Maintenance Costs, the Team shall nevertheless make and perform the Maintenance at its expense, subject to Section 14.8(a)(ii).

Section 14.2 Major Capital Repairs.

- (a) **General.** Subject to the provisions of Section 14.2(b), the Team shall make and perform all Major Capital Repairs in accordance with the provisions of Exhibit C attached hereto and made a part hereof and the provisions of this Article 14, with the costs and expenses thereof to be paid from the Capital Improvements Fund. In the event the amounts therein are insufficient to pay for Major Capital Repairs, the Team shall nevertheless make and perform Major Capital Repairs at its expense.
- (b) **Conditions.** The right of the Team to utilize the Capital Improvements Fund to pay for any Major Capital Repairs to be undertaken by the Team is subject, in each and every case, to all of the following conditions:
 - (i) The Team has not suffered a Major Default under this Lease which has not been cured prior to the expiration of any Notice and Cure Period at the time of the commencement of any Major Capital Repairs; and
 - (ii) Such Major Capital Repair is set forth in the Capital Improvement Budget for the Lease Year in question; provided, however, in the event the need for such Major Capital Repair arises subsequent to the adoption of such Capital Improvement Budget, such Major Capital Repair shall not, unless such Major Capital Repair is an Emergency Capital Repair or is required to ensure the Lambeau Field Complex complies with all Legal Requirements, or National Football League Rules and Regulations, be commenced or performed until the City and District have consented to such Major Capital Repairs in writing (which consent shall not be unreasonably withheld, conditioned or delayed); and
 - (iii) The performance of such Major Capital Repair does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds.

Section 14.3 Necessary Improvements.

- (a) **General.** Subject to the provisions of Section 14.3(b), the Team shall make and perform any and all Necessary Improvements in a safe and first-class manner and in accordance with the provisions of this Article 14, with the costs and expenses thereof to be paid from the Capital Improvements Fund. In the event the amounts thereof are insufficient to pay for Necessary Improvements, the Team shall nevertheless make and perform the Necessary Improvements at its expense.
- (b) **Conditions.** The right of the team to utilize the Capital Improvements Fund to pay for Necessary Improvements undertaken by the Team is subject, in each and every case, to all of the following conditions:
 - (i) The Team has not suffered a Major Default under this Lease which has not been cured prior to the expiration of any Notice and Cure Period at the time of commencement of any Necessary Improvements; and
 - (ii) The Team shall have submitted evidence, reasonably satisfactory to the District, that such Improvement constitutes a Necessary Improvement; and
 - (iii) Such Necessary Improvement is set forth in the Capital Improvement Budget for the Lease Year in question; provided, however, in the event the need for such Necessary Improvement arises subsequent to the adoption of such Capital Improvement Budget, the Necessary Improvement shall not, unless it is a Necessary Improvement described in (a) of the definition of Necessary Improvements, be commenced or performed until the City and District have consented to such Necessary Improvement in writing (which consent shall not be unreasonably withheld, conditioned or delayed); and
 - (iv) The performance of such Necessary Improvement does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds.

- (b) **Conditions to Discretionary Improvements Paid for by the District and Performed by the Team.** The performance of any Discretionary Improvements by the Team at the District's cost and expense is subject, in each and every case, to Section 9.2 and all of the following conditions:
 - (i) That such Discretionary Improvements are set forth in the Discretionary Improvement Budget for the Lease Year in question; and
 - (ii) That the Team has not suffered a Major Default under this Lease which has not been cured prior to the expiration of any Notice and Cure Period at the time of commencement of any Discretionary Improvements;
 - (iii) No Discretionary Improvements may be made by the Team during the final two Lease Years of the Primary Term nor during any Extension Term without the prior written consent of the City and District, which consent shall not be unreasonably withheld, conditioned or delayed; and
 - (iv) The performance of such Discretionary Improvement does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds.
- (c) **Standards with Respect to the Making of Discretionary Improvements.** In making any decision with respect to Discretionary Improvements which are to be paid for from the Capital Improvements Fund, the District and the Team shall take into consideration the then existing and projected balances therein, together with the reasonably foreseeable needs for any Major Capital Repairs, Necessary Improvements and/or Discretionary Improvements.
- (d) **Right of Team to Make Discretionary Improvements Paid for by the Team.** Notwithstanding anything to the contrary in this Article XIV, but subject in all events to the terms and conditions contained herein, the Team shall have the right at any time subsequent to the Commencement Date to make, perform, design, construct and pay for any Discretionary Improvements without the consent of the District or the City; provided in each and every case that (i) the Team pays the entire cost of any such Discretionary Improvement; (ii) the Discretionary Improvement will not have an adverse effect upon the value or the usefulness of the Lambeau Field Complex, (iii) the Team shall work cooperatively with and keep the District and the City informed with respect to all material aspects of the Discretionary Improvement, (iv) the Discretionary Improvement will not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds, and (v) the making of the Discretionary Improvement complies in all respects with Article IX.

Section 14.4 Discretionary Improvements.

- (a) **General.** Subject to the provisions of Section 14.4(b), Section 14.4(c) and Section 14(d), the Team shall make and perform any and all Discretionary Improvements in a safe and first-class manner and in accordance with the provisions of this Article XIV, with the costs and expenses thereof to be paid from the Capital Improvements Fund unless there are insufficient funds in the Capital Improvements Fund at such time to pay for such Discretionary Improvements, in which event the Team shall pay the balance of any such costs in excess of the amount available in the Capital Improvements Fund. Without the prior written consent of the City and District, no Discretionary Improvements may be made until the Stadium Project has been Substantially Completed.
- (b) **Conditions to Discretionary Improvements Paid for by the District and Performed by the Team.** The performance of any Discretionary Improvements by the Team at the District's cost and expense is subject, in each and every case, to Section 9.2 and all of the following conditions:
 - (i) That such Discretionary Improvements are set forth in the Discretionary Improvement Budget for the Lease Year in question; and
 - (ii) That the Team has not suffered a Major Default under this Lease which has not been cured prior to the expiration of any Notice and Cure Period at the time of commencement of any Discretionary Improvements;

- (iii) No Discretionary Improvements may be made by the Team during the final two Lease Years of the Primary Term nor during any Extension Term without the prior written consent of the City and District, which consent shall not be unreasonably withheld, conditioned or delayed; and
 - (iv) The performance of such Discretionary Improvement does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds.
- (c) **Standards with Respect to the Making of Discretionary Improvements.** In making any decision with respect to Discretionary Improvements which are to be paid for from the Capital Improvements Fund, the District and the Team shall take into consideration the then existing and project balances therein, together with the reasonably foreseeable needs for any Major Capital Repairs, Necessary Improvements and/or Discretionary Improvements.
- (d) **Right of Team to Make Discretionary Improvements Paid for by the Team.** Notwithstanding anything to the contrary in this Article XIV, but subject in all events to the terms and conditions contained herein, the Team shall have the right at any time subsequent to the Commencement Date to make, perform, design, construct and pay for any Discretionary Improvements without the consent of the District or the City; provided in each and every case that (i) the Team pays the entire cost of any such Discretionary Improvement; (ii) the Discretionary Improvement will not have an adverse effect upon the value or the usefulness of the Lambeau Field Complex, (iii) the Team shall work cooperatively with and keep the District and the City informed with respect to all material aspects of the Discretionary Improvement, (iv) the Discretionary Improvement will not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds, and (v) the making of the Discretionary Improvement complies in all respects with Article IX.

Section 14.5 Certain Procedures with Respect to Maintenance, Major Capital Repairs and Improvements.

The City, District and Team recognize the need to protect their investment in the Lambeau Field Complex through proper maintenance, repair and improvement. Additionally, the parties recognize that maintenance, Major Capital Repairs, Necessary Improvements, Discretionary Improvements and Small Projects must be planned in a coordinated manner based on facility needs and available resources. Consequently, the Team agrees to work with the City and District to develop a Long-Range Capital Improvements Plan (the "Plan"). The Plan shall be reviewed and updated annually and shall identify anticipated long-range needs as well as both the annual Capital Improvement Budget and Discretionary Improvement Budget. The Capital Improvement Planning process shall include the following:

- (a) On or before 30 days prior to the commencement of each Lease Year during the Primary Term, the Team shall develop a budget and related documents and submit the same to the City and District for their information and opportunity to provide comment to the Team (each such budget and related documents are collectively called the "Capital Improvement Budget") setting forth (i) a list of Major Capital Repairs and Necessary Improvements to be performed during the ensuing Lease Year, (ii) a budget, which shall include a reasonable contingency amount, setting forth the estimated costs of performing such Major Capital Repairs and Necessary Improvements and the amount of any anticipated transfers to the Operations and Maintenance Fund as provided for in Section 14.8(a)(ii), (iii) a schedule setting forth the timetable for commencement and completion of such Major Capital Repairs and Necessary Improvements, which Capital Improvement Budget may be periodically reevaluated upon the written request of the Team, City or District and shall be re-evaluated in the event the inspection of the Lambeau Field Complex requires such re-evaluation;
- (b) Not less than once each Lease Year during the Primary Term, representatives of the Team, City and District shall discuss and resolve any other issues relating to Maintenance, Major Capital Repairs or Improvements;

- (c) Not less than once each Lease Year during the Primary Term, representatives of the Team, City and District shall discuss and evaluate Discretionary Improvements which the Team proposes to be constructed and installed during the ensuing Lease Year and, if the Team, City and District agree that such Discretionary Improvements should be performed, develop and agree upon a budget and related documents (each such budget and related documents are collectively called a "Discretionary Improvement Budget") setting forth (i) the costs of performing such Discretionary Improvements and, the rights and obligations of the parties with respect to the payment of such costs, and (ii) a schedule setting forth a timetable for commencement and completion of such Discretionary Improvement; and
- (d) In consultation with the District, the Team shall, at the Team's sole cost, comply with all obligations and responsibilities of the District with respect to minority and women contracting as provided under Section 229.8273, Wis. Stats., and comply with the provisions of Section 229.8275, Wis. Stats., and shall indemnify the District for all loss, liability, damages or expenses, including reasonable attorneys' fees, arising out of any failure to so comply. Prior to the Commencement Date of the Primary Term, the Team shall deliver to the District a plan of action, in form reasonably satisfactory to the District and consistent with the plan of action adopted by the Developer under the Construction Administration Agreement, detailing the procedures and policies the Team will undertake to assure continued compliance with Section 229.8273 Wis. Stats. throughout the Primary Term, and shall thereafter in December of each year throughout the Primary Term deliver to the District a written report, in form reasonably satisfactory to the District, detailing and confirming the Team's compliance with this Section 14.5(d), forecasting the following year's events which may trigger the provisions of Section 229.8273 Wis. Stats. and setting forth the steps the Team will take in the upcoming year to comply with Section 229.8273 Wis. Stats.

Section 14.6 Small Projects.

- (a) **General.** Subject to the provisions of Section 14.6(b), the Team may, at its option, make and perform Small Projects in a safe and first-class manner and in accordance with the provisions of this Article XIV, with the costs and expenses thereof to be paid from the Capital Improvements Fund.
- (b) **Conditions to Performing Small Projects.** The right of the Team to perform Small Projects is subject, in each and every case, to all of the following conditions:
 - (i) Such Small Project (other than an Emergency Capital Repair) is set forth in the Capital Improvements Budget (as the same may be amended from time to time) for the Lease Year in question; and
 - (ii) The Team has not suffered a Major Default under this Lease which has not been cured prior to the expiration of any Notice and Cure Period at the time of commencement of any Small Project; and
 - (iii) The aggregate costs of all Small Projects to be performed during any Lease Year by the Team shall not exceed the Annual Small Project Cap; and
 - (iv) With respect to any Emergency Capital Repair, the Team shall have given, if feasible under the circumstances, prior written notice to the District setting forth the nature and scope of the Emergency Capital Repair and the estimated cost for performing the same; provided, however, that any costs incurred for Emergency Capital Repairs or to ensure compliance with any Legal Requirements shall not be considered when determining the Annual Small Project Cap; and
 - (v) The Team shall perform all Small Projects in accordance with Exhibit C and this Article XIV; and
 - (vi) The performance of any Small Projects does not have an adverse effect on the tax-exempt (if applicable) status of the Stadium Revenue Bonds.

Section 14.7 City Maintenance Agreement.

- (a) As between the City and the Team, the Team shall be responsible for all Maintenance of the Lambeau Field Complex, and the City shall have no obligation to deposit funds into the Operations and Maintenance Fund. The Team and the City shall use good faith efforts to enter into a multi-year City Maintenance Agreement for the performance of appropriate Maintenance services. The terms of any such City Maintenance Agreement shall take into consideration, among other things, (i) those services which the Team desires to be supplied to it and are within the capabilities of the City at a competitive pricing structure, (ii) the security requirements of the Team, and (iii) the nature of any existing service relationships between the Team and third party service providers.
- (b) The City shall have the right to retain the City's Maintenance Account and apply the proceeds thereof in its sole discretion.

Section 14.8 Capital Improvements Fund.

- (a) Subject to Section 7.6, the Team shall, from time to time, and in such order as the Team may determine, withdraw or otherwise direct the disbursement, as hereinafter provided, of funds in the Capital Improvements Fund as follows:
 - (i) To pay any and all costs and expenses properly paid or incurred and in accordance with the procedures set forth in Section 14.5 hereof in connection with any Major Capital Repairs, Necessary Improvements or Discretionary Improvements in accordance with the applicable Budgets;
 - (ii) To fund shortfalls in Operations and Maintenance Fund; and
 - (iii) To reimburse the Team for payment of the actual costs properly paid or incurred by the Team for any Small Projects, but only if each and every of the following conditions are satisfied:
 - (a) The Team has complied with Section 14.6; and
 - (b) The Team shall have submitted to the District information setting forth (i) a certificate from either an architect or an officer of the Team certifying that such Small Project has been completed in accordance with the plans and specifications therefore, all Legal Requirements and the terms and provisions of this Lease and (ii) copies of all bills, invoices, and other evidence, reasonably acceptable to the District, establishing the actual costs expended by the Team on such Small Project.

Section 14.9 Adjustments to Annual Small Project Cap.

Effective as of the first day of the third Lease Year of the Primary Term and as of the first day of each Lease Year thereafter the Annual Small Project Cap shall be adjusted by the increase, if any, in the CPI between the first day of the first Lease Year of the Primary Term and the first day of the third Lease Year of the Primary Year and with similar adjustments for each consecutive one-year period thereafter during the Term. Such annual adjustments in the Annual Small Project Cap shall never result in a reduction below the Annual Small Project Cap in effect for the immediately preceding Lease Year.

Section 14.10 Certain Restrictions on the Team.

With respect to any Major Capital Repairs, Necessary Improvements or Discretionary Improvements to the Lambeau Field Complex, the Team shall furnish to the District and the City, plans and specifications, names and addresses of contractors, and necessary permits and licenses. All Major Capital Repairs, Necessary Improvements or Discretionary Improvements shall be installed in a good, workmanlike manner, and only high-grade materials shall be used. The Team further agrees to hold the District and the City harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with any Major Capital Repairs, Necessary Improvements or Discretionary Improvements, including Small Projects, except to the extent any of such liabilities may be attributed to the negligence or willful misconduct of the District, the City, or their respective agents or employees. The Team shall

permit the District and the City to observe construction operations in connection with the foregoing work if the District and/or the City requests to do so. All Major Capital Repairs or Improvements shall comply with all insurance requirements and with all Legal Requirements.

5. ARTICLE XXII of the Lease is deleted and there is inserted in its place the following:

ARTICLE XXII

SUBROGATION AND INSURANCE

Section 22.1 Property Insurance- Lambeau Complex.

The City shall, throughout the lease term of the lease maintain property insurance covering the real property of the Lambeau Field Complex. Coverage shall be maintained for the full replacement value against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils ("All Risk") and sprinkler leakage. Such insurance shall include coverage for earthquake, flood, off-premises utility interruption, building ordinance and boiler and machinery coverage unless waived in writing by the District and City. The full replacement value of improvements shall be designated annually by mutual agreement between the City, District and Team. Coverage terms and conditions will mutually be reviewed and agreed to by the City, District and Team in consideration of reasonably available coverage. The deductible shall not be more than \$100,000 without the written consent of the City and District. The City shall be the Named Insured with the District and Team (and any other parties requested by the City and/or District) as an additional insured as their interests may appear. The policy shall also be endorsed to include a loss payable clause to the City, District and Team as their interests may appear. All proceeds of insurance shall be paid into an account with the Qualified Bank, with all proceeds thereof to be utilized and applied in the same manner as provided for in the Construction Administration Agreement for the funding of the Project. The policy of insurance shall also provide 30-day notice of cancellation, non-renewal or material change to the City, District and Team.

Premiums for the insurance described above will be paid by the City when due and reimbursed to the City by the Team within 30 days following the Team's receipt of a invoice evidencing the City's payment of the applicable premium. Any deductible applied to a claim payment will be paid by the Team.

Section 22.2 The Team's Insurance.

The Team shall at its sole expense maintain the following coverages:

- (a) Commercial General Liability insurance, including liquor liability coverage, for all claims, demands or actions by or on behalf of, any person or persons, firm or corporation and arising from, related to or connected with the Lambeau Field Complex, for bodily injury to (including death of) any person or property damage in an amount not less than \$50,000,000 per occurrence and in the annual aggregate. The total limit of liability required may be provided in any combination of Commercial General Liability, Umbrella and Excess policies. The Commercial General Liability policy shall name the City and the District as Additional Insureds and shall provide both a Waiver of subrogation and a 30-day notice of cancellation, non-renewal or material change to both the City and the District.
- (b) Workers compensation insurance covering the Team's employees as required by Wisconsin law.
- (c) Property insurance covering leasehold improvements and the personal property of the Team and District, including trade fixtures, machinery and equipment, furniture and furnishings and all other

property incidental to the operation of a professional football team. Coverage will be maintained for the full replacement value against all perils included within the classification of fire, extended coverage, vandalism and malicious mischief; special extended perils ("All risk") and sprinkler leakage. The Team shall also procure Business Interruption coverage and Extra Expense coverage, covering their interest in loss of revenue or the additional expenses of playing football games in another venue, should the Lambeau Field Complex be damaged and unusable. Such policy contract shall waive subrogation against the City and the District and provide 30-day notice of cancellation, non-renewal or material change to the City and the District.

Section 22.3 Additional Provisions.

The following provisions shall apply as respects the insurance requirements of this contract:

- (a) The District, City and the Team agree to have all property and liability coverage as required under this agreement to be endorsed providing that any release of liability or waiver of claim for recovery from the other party entered into in writing by the insured prior to any loss or damage shall not affect the validity of such policy or the right of the insured to collect under such policy and provide further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in the Lease, and notwithstanding anything in this Lease which may appear to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies.
- (b) The Team shall not, directly or indirectly, make or allow any use of the Lambeau Field Complex which may thereby (i) be prohibited under the terms of this Lease; or (ii) which may jeopardize any insurance coverage, materially increase the cost of such insurance or require additional insurance; provided, however, that the prohibitions set forth in clause (ii) hereinabove shall not be applicable to Special Events in the event the Team enters into a Rental Promotion Agreement which provides for appropriate insurance coverage for such Special Event, nor to Other Team Uses and Events, provided the Team provides commercially reasonable coverage for such Other Team Uses and Events.
- (c) The Team and the District shall endeavor to review the insurance policies required on an annual basis.
- (d) Prior to the Commencement Date, the Team shall furnish to the District policies or certificates of insurance evidencing the required coverage.

All policies providing coverage as required by this agreement shall be underwritten by carriers which possess an A- (Excellent) rating or better and a minimum Class XII financial size category as listed at the time of issuance by A.M. Best Insurance Reports or carriers that are mutually agreeable to the City, District and Team.

6. Continuation of Lease. Except as expressly amended herein, the Lease shall remain in full force and effect.

7. Counterparts. This Fifth Amendment may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

8. NFL Rules and Regulations. The Team, by signing this Fifth Amendment, certifies to the District that the First Amendment, Second Amendment, Third Amendment and Fourth Amendment have been made and hereby are made in accordance with the NFL Rules and Regulations and that all applicable consents have been obtained; all as required under Section 29.2 of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed as of the date first written above.

THE DISTRICT:

GREEN BAY - BROWN COUNTY
PROFESSIONAL FOOTBALL STADIUM
DISTRICT

By: _____

Name: Mark McMullen

Title: Chairman

Attest: _____

Name: Ann Patteson

Title: Secretary/Clerk

THE TEAM:

GREEN BAY PACKERS, INC.

By: _____

Name: Robert E. Harlan

Title: President

**WAIVER AND CONSENT TO
SEVENTH AMENDMENT TO
LAMBEAU FIELD LEASE AGREEMENT**

WHEREAS, the City of Green Bay, the Green Bay/Brown County Professional Football Stadium District, and the Green Bay Packers entered into the Lambeau Field Lease Agreement on January 1, 2001; and

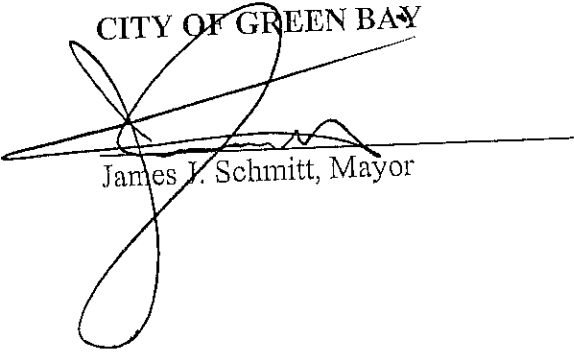
WHEREAS, the Green Bay/Brown County Professional Football Stadium District, and the Green Bay Packers have entered into a Seventh Amendment to the Lambeau Field Lease Agreement dated as of _____; and

WHEREAS, the City of Green Bay is not affected by the Seventh Amendment nor do the provisions deal with rights or obligations of the City.

NOW, THEREFORE, the City of Green Bay does hereby waive its rights to participate in the Seventh Amendment, which is attached hereto as Exhibit A, and consents to the modification of the Lease as set out herein pursuant to Section 29.2 of the Lease.

Dated this 27th day of January, 2008.

CITY OF GREEN BAY


James J. Schmitt, Mayor

SEVENTH AMENDMENT TO LAMBEAU FIELD LEASE AGREEMENT

THIS SEVENTH AMENDMENT (this "Seventh Amendment") is made as of the day of _____, 2008, by and between **GREEN BAY – BROWN COUNTY PROFESSIONAL FOOTBALL STADIUM DISTRICT**, a body corporate and politic created by Subchapter IV of Chapter 229 of the Wisconsin Statutes (hereinafter referred to as "District") and **GREEN BAY PACKERS, INC.**, a Wisconsin corporation (hereinafter referred to as the "Team").

RECITALS

- A. The District, City of Green Bay, a Wisconsin corporation (hereinafter referred to as "City") and Team have previously entered into the Lambeau Field Lease Agreement ("Lease") dated as of January 1, 2001, as amended by a First Amendment to Stadium Lease dated as of April 25, 2001, a Second Amendment to Lambeau Field Lease Agreement dated as of June 19, 2002, a Third Amendment to Lambeau Field Lease Agreement dated as of June 26, 2002, a Fourth Amendment to Lambeau Field Lease Agreement dated as of December 18, 2002, a Fifth Amendment to Lambeau Field Lease Agreement dated as of July 17, 2003, and a Sixth Amendment to Lambeau Field Lease Agreement dated as of December 14, 2005.
- B. In order to comply with statutory provisions regarding restrictions on deposits into the 8257 Fund and to provide an additional source of revenue for the District's Special Events Fund, the District and Team desire to further amend the Lease as set forth below.
- C. The Seventh Amendment does not affect Lease provisions dealing with the rights or obligations of the City.
- D. The City does not wish to be party to the Seventh Amendment and has waived its rights accordingly (see attached waiver).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Section 8.3 of the Lease is hereby amended by changing the fifth sentence from:

"Any Ticket Tax proceeds in excess of the \$500,000 per year shall be deposited into the Operations and Maintenance Fund; provided, however, that all Ticket Tax proceeds derived from commercial revenue-generating events held primarily in the seating bowl pursuant to Section 9.4 and Special Events held pursuant to Section 9.1 (f) shall be applied toward redemption of the Stadium Revenue Bonds and/or funding of the District's obligation to fund the 8257 Fund under Section 229.825(2)(e)(2) of the Act."

To:

"Any Ticket Tax proceeds in excess of the \$500,000 per year shall be deposited into the Operations and Maintenance Fund; provided, however, that all Ticket Tax proceeds derived from commercial revenue-generating events held primarily in the seating bowl

pursuant to Section 9.4 and Special Events held pursuant to Section 9.1 (f) shall be applied toward redemption of the Stadium Revenue Bonds and/or deposited into the special events fund maintained by the District."

6. Continuation of Lease. Except as expressly amended herein, the Lease shall remain in full force and effect.

7. Counterparts. This Seventh Amendment may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

8. NFL Rules and Regulations. The Team, by signing this Seventh Amendment, certifies to the District that the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment have been made and hereby are made in accordance with the NFL Rules and Regulations and that all applicable consents have been obtained; all as required under Section 29.2 of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to be executed as of the date first written above.

THE DISTRICT:

**GREEN BAY - BROWN COUNTY
PROFESSIONAL FOOTBALL STADIUM
DISTRICT**

By: _____
Name: Ann Patteson
Title: Chairperson

Attest: _____
Name: Ron Antonneau
Title: Secretary/Clerk

THE TEAM:

GREEN BAY PACKERS, INC.

By: _____
Name: Mark Murphy
Title: President

GREEN BAY/BROWN COUNTY
PROFESSIONAL FOOTBALL STADIUM DISTRICT

RESOLUTION #86

RESOLUTION AUTHORIZING SEVENTH AMENDMENT TO LAMBEAU FIELD LEASE
AGREEMENT

WHEREAS, the Green Bay Brown County Professional Football Stadium District (the "District") was created under and pursuant to 1999 Wis. Act 167 (the "Act") for the purpose of and with the authority for financing and developing the renovation and reconstruction of Lambeau Field in Green Bay, Wisconsin as a professional football stadium facility and for the lease of that facility to a local professional football team; and

WHEREAS, the District, City and Team have previously entered into the Lambeau Field Lease Agreement (the "Lease") dated as of January 1, 2001, and as subsequently amended by the First Amendment dated as of April 25, 2001; the Second Amendment dated as of June 19, 2001; the Third Amendment dated as of June 26, 2002; the Fourth Amendment dated as of December 18, 2002; and the Fifth Amendment dated as of June 25, 2003; and the Sixth Amendment dated as of December 14, 2005; and

WHEREAS, the District, and Team desire to further amend the Lease as set forth in the attached; and

WHEREAS, the City does not wish to be party to the Sixth Amendment and has indicated it would be willing to waive its rights accordingly;

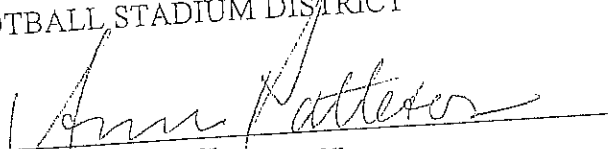
NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD IN THE FOLLOWING:

1. That the Seventh Amendment, in the form presented herewith, be, and the same hereby is authorized and approved.
2. That the District Chairman and District Secretary be, and they hereby are, authorized for and on behalf of the District, and under its name, to sign, execute, file and deliver the Seventh Amendment, in the form presented herewith, or with such technical changes therein as they, in their judgment, determine necessary and that are otherwise consistent with the essential terms of the Seventh Amendment.
3. That the appropriate officers and agents of the District be, and they hereby are, authorized for and on behalf of the District, and under its name, to take all such other and further action and to execute such other and further documents or instruments as they, in their discretion, determine necessary to carry out the terms and conditions of the Lease, these Resolutions, and the responsibilities and obligations of the District thereunder and hereunder.

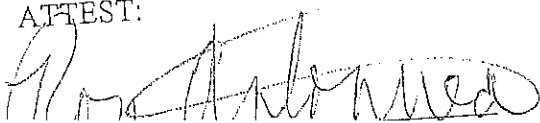
Approved and adopted this 17th day of December, 2008.

GREEN BAY/BROWN COUNTY PROFESSIONAL
FOOTBALL STADIUM DISTRICT

By:


Ann Patteson, Chairperson

ATTEST:





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # P.I

To approve a Leadership Green Bay project to improve the Wildlife Sanctuary 4K outdoor exploration/play area with the construction of a new dock and shelter along with providing funding to set up a scholarship fund for bussing Wildlife Sanctuary 4K students.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. LGB Group 4 Project Presentation

Group Focus:

Themes that helped us focus our project ideas (based on each person's passions):

- Environment / Outdoors
- Youth / Education
- Accessibility
- Sustainability

Process:

- Shared our passions
- Brainstormed opportunities
- One and two person teams investigated approximately eight different opportunities, including meeting with several individuals for advice/guidance
- Met with Green Bay Parks Department and Wildlife Sanctuary personnel to discuss and scope the project

Proposed Project Summary:

- The Green Bay Wildlife Sanctuary is a 600-acre urban wildlife refuge as well as Green Bay's largest city park.
- In addition to being open all year with no admission fee for people to enjoy miles of hiking, live animal exhibits and educational displays, the Wildlife Sanctuary offers a nature-based 4K program in partnership with the Green Bay Area Public Schools. This program engages children in interactive outdoor learning that encourages children to explore the world around them while acquiring skills to help them succeed in kindergarten.
- The Oak Learning Center, where the 4K program is based, is in need of repair and improvements. A dock allowing the children to explore the pond is currently inaccessible due to safety concerns, and the path leading to the area is challenging for those with mobility issues. In addition, a small gathering area for instruction is limited in room and opportunity, and the fencing and playground areas could use a refresh.
- Depending upon funding options, our project would consist of 3 phases:
 - Phase I:** Rebuild dock and create accessible pathway (anticipated costs: \$15-\$20K)
 - Phase II:** Build shelter/pavilion and fix fencing/clean-up the area (anticipated costs: \$10-\$15K) (also possibility for in-person LGB volunteer event)
 - Phase III:** Create scholarship fund (mainly for bussing to the site) (anticipated costs: \$5K)

Benefits:

- Safe and accessible area for teaching and exploration
- Engagement in outdoor activities and opportunities that children may not otherwise experience (especially children with mobility limitations)
- Partnership with Green Bay area schools allows children from lower income families to attend and obtain benefits of interactions with nature

Tentative Timeline:

- Phases I and III: Completion by May 2023
- Phase II: Completion by December 2023

Financial Support/Plans:

- Based on potential in-kind donations as well as support from companies that sponsor employees in Leadership Green Bay, we believe we have the majority of the Phase I costs and/or materials covered.
- For Phase II and III costs, we anticipate investigating the following options:
 - Identifying and soliciting current donors to the Wildlife Sanctuary
 - Seeking grants from local foundations, such as the Kress Foundation
 - Investigating additional in-kind donations

Next Steps:

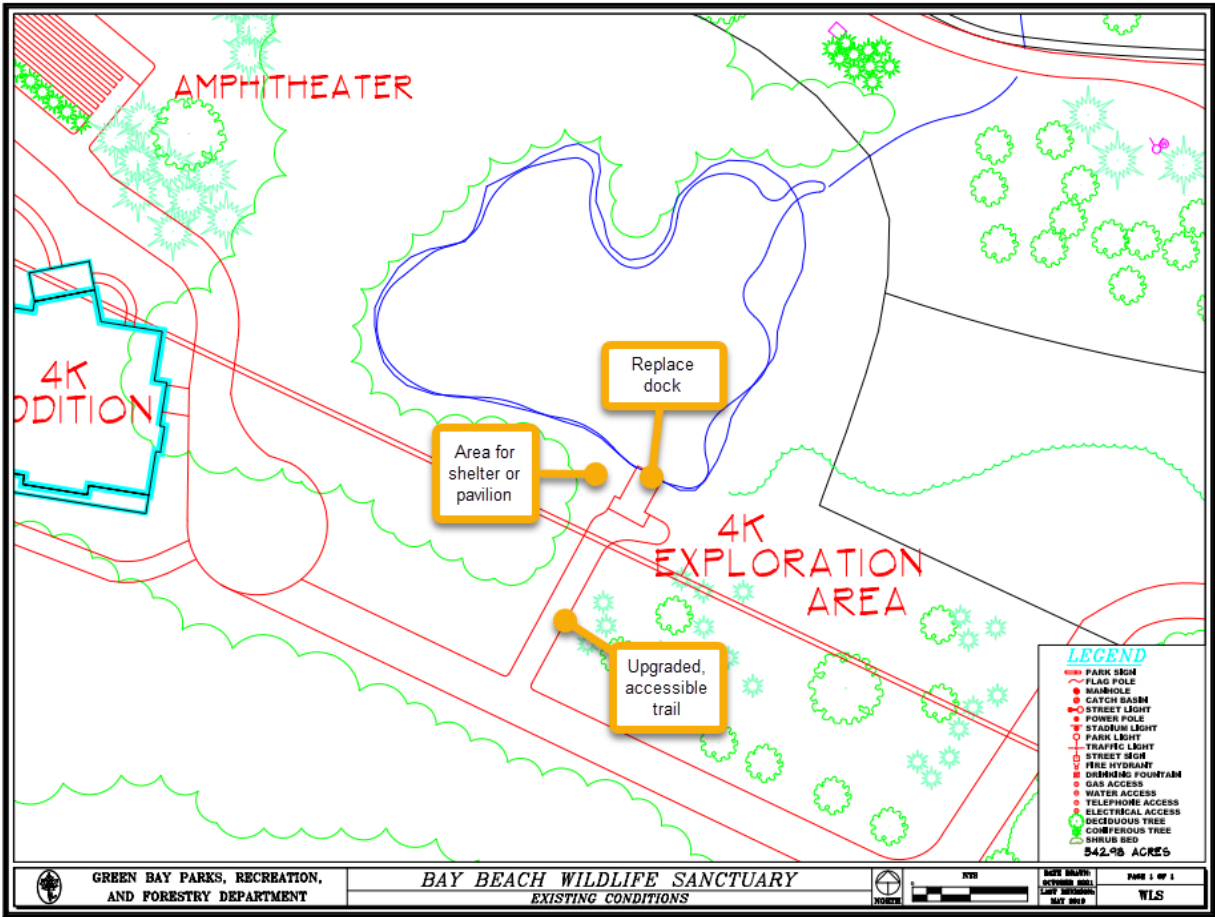
- Work with the Wildlife Sanctuary and outside vendors to create and finalize plans and obtain bids/commitments/approvals
- Confirm sources for monetary and in-kind donations
- Engage in grant writing/fundraising efforts

Current Status:

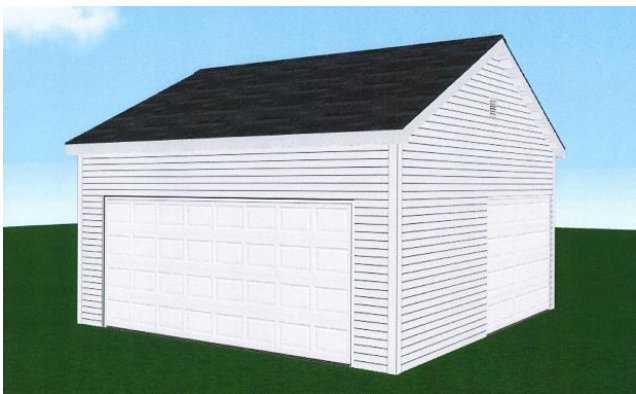


Group 4 Team: Meghan Weycker, Allie Thut, Christopher Kuss, Aaron Malczewski, Erin Collar, Jason Just, Tim Perlwitz, Sheri Hank

Ariel View of Project Area:



Shelter Ideas/Possibilities:





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # P.2

To approve the purchase of playground equipment for John Muir Park from GameTime for a total cost of \$25,674.89.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. City of Green Bay - Muir Park - Replacement 2-5 Xscape Unit_Updated 120722
2. sharpsscans@greenbaywi.gov_20221209_130100
3. Muir Playground
4. D11487E 10H (I)



Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | info@mnwiplay.com

12/07/2022
Quote #
6547-01-01

John Muir Park D11487E / Updated 12-06-22

City of Green Bay
Attn: Kaurie Mihm
919 Crocker St.
Green Bay, WI 54303
Phone: 920-448-3382
kauriemi@greenbaywi.gov

Ship to Zip 54304

Quantity	Part #	Description
1	178749	GameTime - Owner's Kit
5	26094	GameTime - Triangular Shroud
1	36000	GameTime - Bubble Climbing Wall [Basic:_____] [HDPE:_____]
1	36002	GameTime - Abc Climbing Wall [2 Color HDPE:_____] [Basic:_____]
1	36020	GameTime - Single Upright Support W/Step [Basic:_____] [Roto Plastic:_____]
1	36025	GameTime - 4 Way X-Pod Step [Basic:_____] [Roto Plastic:_____]
1	36042	GameTime - 3' Xscape Curved Zip SI W/Hdpe Insert [Accent:_____] [Basic:_____] [Deck:Pvc:_____] [HDPE:_____] [Roto Plastic:_____]
1	36067	GameTime - Therapeutic Rings Attachment [Accent:_____] [Basic:_____]
1	36068	GameTime - Grip Rail Link [Accent:_____] [Basic:_____]
		Total \$25,674.89

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, Minnesota Wisconsin Playground (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

This quotation is subject to policies in the current Gametime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Gametime, c/o Minnesota/Wisconsin Playground.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and GameTime, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.





Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | info@mnwiplay.com

12/07/2022
Quote #
6547-01-01

John Muir Park D11487E / Updated 12-06-22

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

GameTime Standard Product Shipment: order shall ship within eight to ten weeks after GameTime's receipt and acceptance of your purchase order, color selections and approved submittals, if required. Receipt of anything other than what is stated herein will not constitute an order and therefore no materials will be placed into production nor installation, if required, will be scheduled.

Freight charges: Allowed & prepaid

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Order Information:

Bill To: _____ Ship To: _____

Company: _____ Project Name: _____

Attn: _____ Attn: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Contact: _____ Contact: _____

Tel: _____ Tel: _____

Fax: _____ Fax: _____

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Facsimile: _____ Purchase Amount: **\$25,674.89**



City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 12/08/22

FROM: Department/Division Parks, Recreation & Forestry

REQUISITION #

List "No Substitute" Item(s) here:

Playground Structure for John Muir Park from GameTime per Quote# 6547-01-01 dated 12/07/2022.

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ \$25,675
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
- Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☒ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- ☐ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- ☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
- ☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- ☐ 5. Safety:
- ☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

The playground structure at John Muir Park was damaged when a tree fell on it, during the large storm event in the summer of 2022. The entire structure was damaged beyond repair and has been removed. We are proposing to purchase the exact same playground from the same manufacturer that supplied the original structure. The City will submit an insurance claim for the purchase of this playground equipment. Other playground manufacturer's provide alternate playground equipment, so it is not possible to get an accurate replacement cost from an alternate playground vendor.

Approvals:

Requestor: _____

Date: _____

Department Head: _____

Date: 12/8/22

Purchasing Manager: _____

Date: _____



TOT SWING

24"

24"

EXISTING SEE-SAW
VERIFY LOCATION

POSSIBLE EXPANSION AREA

36042
3' CURVED ZIP
SIDE
(HDPE)

36020
SINGLE SUPPORT
W/STEP

36068
GRIP RAIL

36000
BUBBLE
CLIMBING
WALL

36025
4 WAY X-POD
STEP

36002
ABC
CLIMBING
WALL

36067
THERAPEUTIC
RINGS

14"

14"

12"

Qty	Part No	Description
5	26094	Triangular Shroud
1	36000	Bubble Climbing Wall
1	36002	Abc Climbing Wall
1	36020	Single Upright Support w/Step
1	36025	4 Way X-Pod Step
1	36042	3' Xscape Curved Zip SI w/Hdpe Insert
1	36067	Therapeutic Rings Attachment
1	36068	Grip Rail Link

SCALE: 1" = 10'-0"

THIS PRINT IS THE PROPERTY OF MINNESOTA
WISCONSIN PLAYGROUND INC. AND IS NOT TO
BE USED, COPIED OR REPRODUCED WITHOUT
THEIR EXPRESSED WRITTEN PERMISSION.

Mfg. By:



Enriching Childhood Through Play

Sold &
Distributed
By:



THIS PLAN REQUIRES A FINISHED GRADE RESOLUTION

P.O. Box 27328, Golden Valley, MN 55427
763-546-7187 1-800-622-5425
Fax 763-546-5050
E-Mail info@mnwplay.com

John Muir Park

Green Bay, Wisconsin

11-11-2022

DWG. D11487E

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joe Faulds
Chief of Operations

Re: Request to Fill Vacant Positions

Date: December 13, 2022

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2022 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Public Works Supervisor – Replacement position due to the retirement of Doug Kropp effective at the end of the day on February 3, 2023. This position is budgeted at \$62,316-\$73,278 (Pay Grade J).
 - Request to fill vacancy prior to Doug's retirement date to provide transition training for a new Supervisor.
- Legal Assistant – Replacement position due to the resignation of Becky Dewitt effective December 15, 2022. The position is budgeted at \$20.97-\$24.68/hour (Pay Grade F).

**Position Fill Request
Justification Report
November 28, 2022**

Position Title: Supervisor – DPW Operations Division

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This vacancy results from the retirement of DPW Supervisor Doug Kropp effective at the end of the regular workday on Friday, February 3, 2023.

NOTE: Due to the need for proper operational management, DPW is requesting that this vacancy be filled prior to Doug's retirement date, to provide transition training for a new Supervisor.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**
Yes, this position is currently funded in the DPW operating budget. The current salary range is \$62,316 to \$73,278 (Pay Grade J).

3. **Please list the functions and any special information regarding this position.**
DPW Supervisors play a key role in coordinating, managing, and addressing issues related day-to-day activities of DPW-Operations Division. They also serve proxy duty for DPW Superintendents during absences from work. Supervisors are responsible for scheduling work assignments, directing and managing projects, assuring completion of job assignments in a timely manner, addressing project issues, responding to citizen complaints, handling after-hour emergencies, and preparing and maintaining associated records and documentation.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
This position does not generate revenue on a regular basis. Supervisors are responsible for the enforcement of the City's 1) sidewalk ice/snow and 2) long grass/noxious weed ordinances. DPW action on these issues generates revenue through service charges and citations. Supervisors also maintain records for accounting and invoicing of services performed for special projects/events.

5. **Please explain why current staff is unable to absorb duties of this position.**
Until the 1990's, Operations Division had 10 supervisory staff plus an Operations Superintendent, covering five (5) sections (Sewer/Bridge, Street, Sanitation, Motor Equipment, and Buildings/Grounds). At that time, there was little (if any) crossover of responsibilities between sections.

Operations Division currently has six (6) supervisory staff plus the Operations Division Director who lead four (4) Operations Division sections (Street, Sanitation, Motor Equipment, and Buildings/Grounds). Four (4) of those staff members maintain

responsibilities in more than one section. Workload of current supervisory staff is maximized. DPW cannot absorb the duties of a lost Supervisor position.

6. If duties of position are presently being done, how are they done?

During periods of short staffing core duties completed by vacant Supervisor positions must still be completed. So other Supervisors, Superintendent, and the Operations Division Director perform those duties. This leads to additional time spent by all management staff, and additional on-call duties to compensate for the missing Supervisor.

7. What service would be reduced or eliminated if this position is not filled?

DPW will always perform its core services to assure safety-critical and customer service responsibilities of the organization. However, a reduction in staffing will result in a lower level of service to residents. The main function of a DPW Supervisor is to plan, direct, and oversee day-to-day activities of DPW employees. By not filling this position, DPW's Employee-to-Supervisor ratio will increase. This will reduce DPW work quality, quantity, and interaction of management staff with employees due to added workload. Lack of proper leadership/supervision results in City services not being addressed in a timely and efficient manner. Proper supervision staffing assures that services are maintained, and policies and procedures are being followed.

8. What are the alternative methods and costs of accomplishing the work?

There is no alternative to losing a Supervisor from the DPW Table of Organization. To effectively manage day-to-day activities of DPW-Operations Division, there must be adequate on-site management staff. This cannot be accomplished by outside services. DPW must comply with Federal, State, and local laws, ordinances, policies, and rules for care of public infrastructure. The frequency of certain activities cannot be reduced. One alternative could be imposing more responsibility on existing Supervisors. However, that alternative would lead to Supervisor burn-out and continued inadequate Supervisor coverage.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
November 28, 2022**

Position Title: Legal Assistant

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

Becky DeWitte is resigning effective December 15, 2022.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is included in the current budget at pay grade F (\$20.97-\$24.68/hour). The position works 30 hours/week. This position is slated to transition to 40 hours/week as of July 1, 2023.

3. **Please list the functions and any special information regarding this position.**

The Legal Assistant (Claims) provides is primarily responsible for claims administration for general liability claims brought against the City, which includes ensuring claims are timely reviewed, communicating with claimants and departments, facilitating the investigation into the matter, assessing immunities for presentation to the claims committee, maintaining accurate record keeping in the event of litigation, and remaining up-to-date on changes in liability laws. In addition, the Legal Assistant handles matters related to auto-physical liability, and is the centralized information point for all insurance related matters. The Legal Assistant is also support staff for the Claims Committee. The Legal Assistant also manages and tracks all certificates of insurance for the City. In further, the Legal Assistant is support staff for the Municipal Prosecutor. Creates and files stipulations, prepares other pre-trial and trial documents, evidence, filings, and notes. The Legal Assistant aids with issuing and serving subpoenas and any other necessary trial preparation and calendaring tasks and duties.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position reduces expenses by approximately \$5000, avoids future increases in third party administrator fees, and avoids overages should the number of claims exceed the anticipated 80 claims per year. In addition, CVMIC is no longer providing third party administrator services, so the savings are expected to be higher if we have to hire a private firm to handle these services.

5. **Please explain why current staff is unable to absorb duties of this position.**

Staffing in the law department consists of 5 attorneys, 1 paralegal, and 2 legal assistants. There is no duplication of workloads amongst staff and this position requires a specific skill set not shared by anyone else in the department.

6. **If duties of position are presently being done, how are they done?**

The incumbent is performing these functions until her resignation date.

7. **What service would be reduced or eliminated if this position is not filled?**

Claims administration, which is an essential service, as failure to timely respond to claims results in unnecessary litigation against the City.

8. **What are the alternative methods and costs of accomplishing the work?**

Claims administration must be outsourced. CVMIC provided a discounted rate of \$750 per claim, but has discontinued this service. As a result, the City will have to contract with a private third party administrator, which will increase the City's expenses by at least \$5000.

9. **Are there union issues?**

This is a non-union position.

10. **Other supporting comments.**

This position is an essential component to the daily function of the Law department.



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # R.I

To approve the TDS utility box Call-for-Art.

BACKGROUND

The Parks Committee approved installing above-ground TDS Mertocon utility cabinets in four parks (Hennrich, Edison, Colburn, and Mather Heights) at their March 9, 2022 meeting. Due to the size of these utility cabinets and their placement within the public space, the Parks Committee requested that TDS assist with beautifying these cabinets. TDS has agreed to cover the costs for the fabrication and installation of the vinyl art wraps and artwork licensing fees associated with wrapping these utility cabinets.

Staff has developed a draft Call-for-Art, requesting visual artwork from artists of all mediums to be selected and developed into a vinyl graphic to be installed on the select utility cabinets. Submissions are limited to artists residing in Wisconsin, and artwork must be appropriate for the general public. Selected artists will receive an artwork licensing fee of \$300 per selected image for rights to use the selected artwork on the TDS utility cabinet and in the City's promotional materials. Artists interested in applying are requested to submit a brief Cover Letter, an Image List, and up to five Artwork Designs.

The Call-for-Art will be shared through several channels online and will be open for 2 months. Following the Call-for-Art close, City staff will present their selections for the Public Arts Commission to approve. Artwork installation is anticipated to take place in late spring/early summer. Several more locations throughout the city may be approved in the future for utility cabinet placement, resulting in the Call-for-Art needing to be re-released at that time.

Estimate Project Timeline

- **January 3, 2023** - Call-for-Art Opens.
- **March 3, 2023** - Call-for-Art Closes.
- **March 22, 2023** - GBPAC approves artwork selections.
- **April** - Staff to coordinate with selected artists and printing company.
- **May - June** - Artwork installation.

RECOMMENDATION

To approve the TDS utility box Call-for-Art.

FISCAL IMPACT

ATTACHMENTS

I. DRAFT-TDS Utility Box Call-for-Art

THINK OUTSIDE THE BOX

CALL FOR ARTISTS: UTILITY BOX ARTWORK

DEADLINE TO APPLY: March 3, 2023 at 5:00PM



GBPAC GREEN BAY
PUBLIC ARTS
COMMISSION

CITY OF GREEN BAY

Public Arts Commission

www.greenbaywi.gov/pac

920-448-3400

OVERVIEW

The Green Bay Public Arts Commission (GBPAC) and City of Green Bay Parks Department are seeking visual artwork proposals from artists of all mediums (painting, drawing, textiles, photography, ceramics, etc.) to create several vinyl graphics wraps to be installed on TDS utility boxes located throughout select parks and public spaces in Green Bay. This project is intended to transform plain utility boxes into visually appealing, enjoyable additions to our public spaces. The utility box artwork project is being fully funded by TDS Metrocom.

ELIGIBILITY

This project is open to experienced visual artists of all mediums who reside within Wisconsin. Previous experience with public art is not necessary. An applicant may only be selected once unless the City decides otherwise. Selected artists will be expected to submit their artwork images in a high resolution digital format upon request (not at time of application).

PAYMENT

Upon completion of an art release/waiver, selected artists will receive an artwork licensing fee of \$300 per selected image for rights to use the selected artwork image on the TDS utility box and in promotional materials. Artist's name and artwork title will appear on the utility box.

SELECTION PROCESS

City staff will present selections to the GBPAC for approval. Selected artists to provide high resolution images (for enlargement to at least 6' x 4'). Location, layout, and length of artwork installation will be determined by City of Green Bay staff.

The City will not accept any artwork involving profanities, advertising, living person's likeness without written and signed consent, plagiarism, political campaigns, negative messages or otherwise inappropriate content. *The City of Green Bay has the right to decline all submissions and retract this call for art for any reason at any time.*

VINYL WRAP PROCESS

Selected designs will be printed on a vinyl wrap and applied to select utility boxes. The City will be working with a vendor to finalize the digital artwork designs and properly apply the vinyl wrap to the utility boxes. Artists must properly scan/photograph or digitally create their artwork. Please note that vents, doors, meters, and other miscellaneous features of the utility boxes may not be wrapped so artists should take this into account when developing design proposals for the project.

HOW TO SUBMIT

All application materials must be submitted by 5:00PM on March, 3, 2023. Interested artists are to submit application materials and/or questions to:

Laura Schley | City of Green Bay Public Arts Coordinator

920-448-3142

laura.schley@greenbaywi.gov

Submit the following materials:

NOTE: Use suggested file formats and label style show in bold, replace **JDoe** with artist's first initial and last name.

1. *Cover Letter*. Include artist's name, home address, email address, telephone number, as well as a statement of interest and brief description of the artwork. One page maximum – standard type - PDF. **1_Cover_JDoe.pdf**
2. *Image List*. Include information on artwork title, size, artwork medium, and brief description (artwork theme, significance, inspiration, symbols, etc.) PDF. **2_Imagelist_JDoe.pdf**
3. *Artwork Designs*. Up to 5 images per artist will be reviewed (JPEG format or Full-page PDF). **3_ArtDesign1_JDoe.jpg, 3_ArtDesign2_JDoe.jpg**, etc. OR **3_ArtDesign1-5_JDoe.pdf**

ACCEPTABLE FILE FORMATS FOR PRINTING

- *Vector Files*: OUR RECOMMENATION FOR BEST RESULTS. 300 dpi, EPS (Encapsulated Post Script), PSD (Adobe Photoshop), AI (Adobe Illustrator), PDF (Adobe PDF), TIFF (High Resolution TIFF), EPS (CS4 or lower), AI (CS4 or lower), PDF. If submitting these files be sure all fonts are converted to outlines or curves if applicable. Vector files can be submitted at any size proportionate to the final print size.
- *Raster Files/Images*: PSD (CS4 or lower), JPEG, TIFF, and PDF.
Raster files should be submitted using the following guidelines: Full Scale at 100 dpi. 50% scale at 200 dpi or higher. 25% scale at 300 dpi or higher. 10% scale at 600dpi or higher.

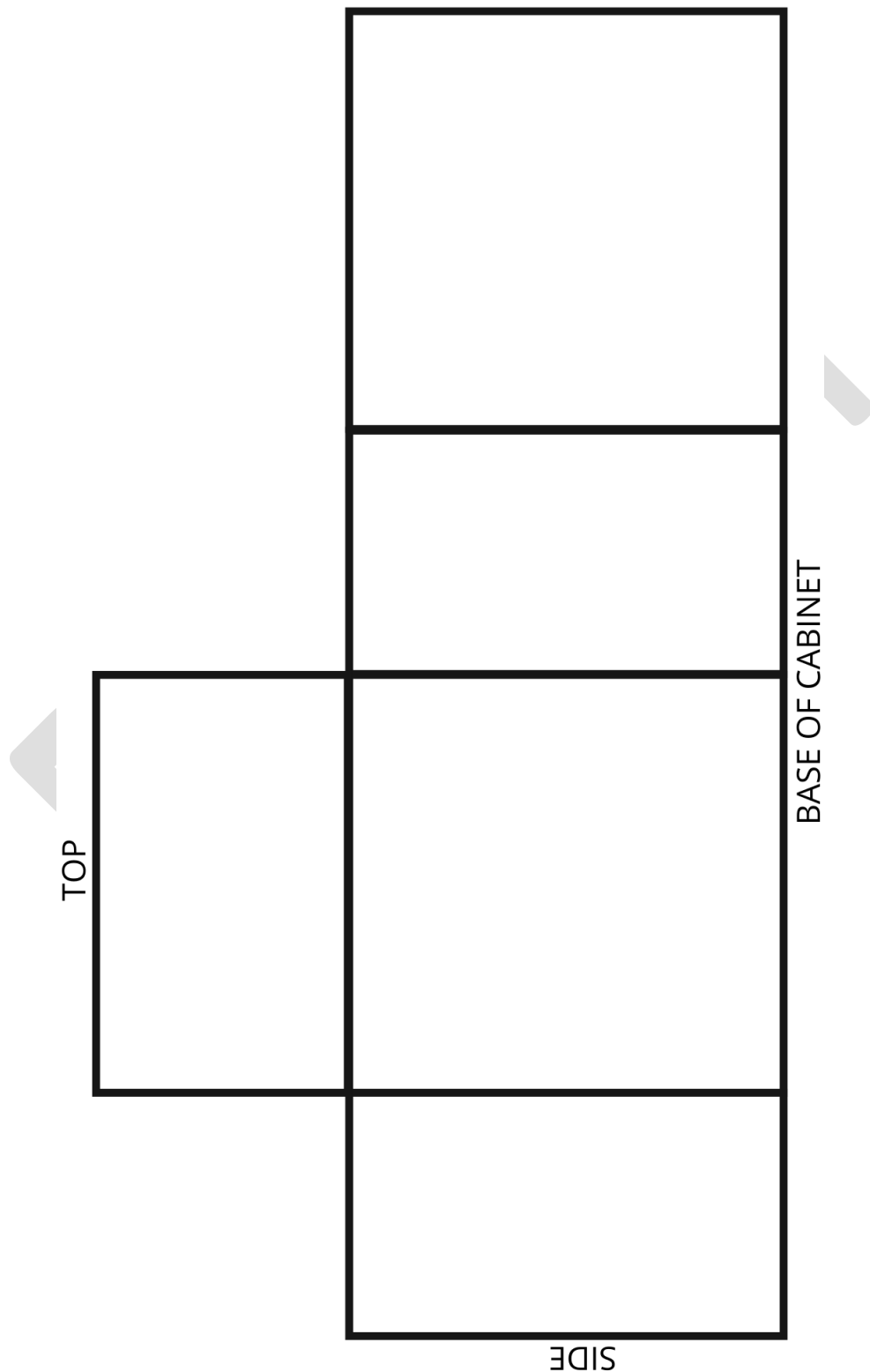
DESIGN GUIDELINES

The City will select artwork based upon the following considerations:

- Artwork submitted is the original work of the artist, is high in quality, engaging and positive. Artwork does not need to be newly created for this project, and can be work created earlier by the artist.
- Artwork should contain no legible logos, words, letters or numbers that could constitute a sign in the right-of-way.
- Artwork submitted does not promote or advertise a particular community group or organization. Artwork must be appropriate for the general public, appeal to a broad constituency, and adapt to every season as the artwork will be in place for several years.
- Art submitted for consideration should be able to translate well to a utility box wrap, such that parts of the image may be repeated, doubled, flipped, or even removed to accommodate openings, keyholes, protrusions and other general design constraints that come with wrapping a utilitarian utility box that is a working part of the City's infrastructure.

TEMPLATE

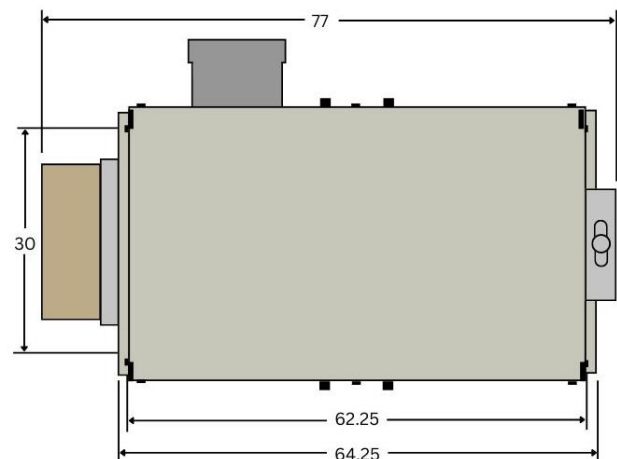
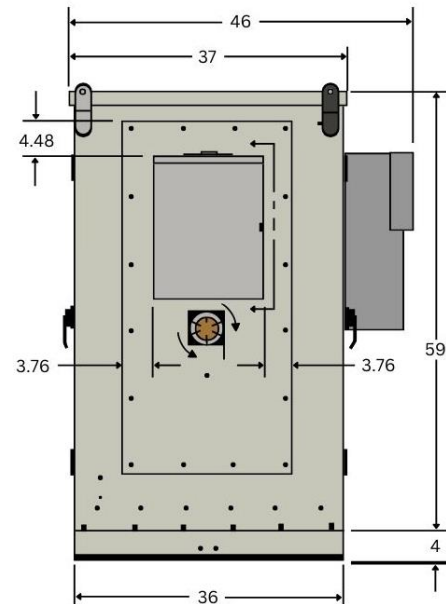
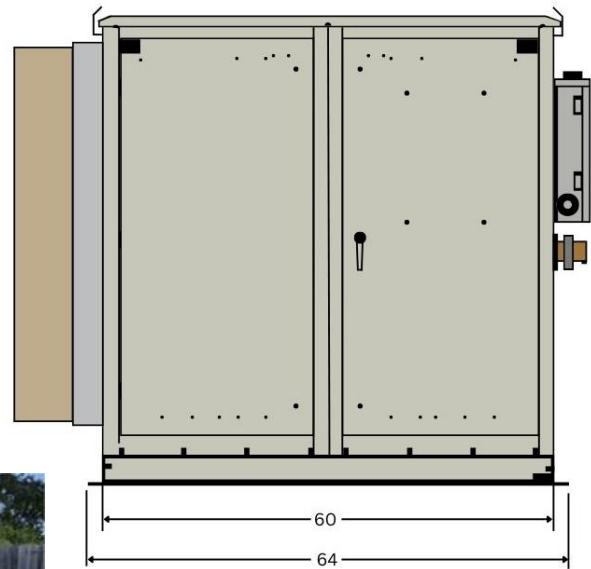
Below are sample templates. It is recommended but not required to use a template like these when developing your design. If you use the template, make sure your sides are proportionate to the dimensions of the real box. Keep in mind that small sections of vinyl wrap may need to be repeated or will have to be cut or trimmed to maintain the function of the utility box or to fit the various edges. Example images on page 6 help show how the design may turn out on the finished product.



DIMENSIONS



Node Footprint: ~ 10' x 10'
 Concrete Pad: 72" x 88" x 6"
 Cabinet Dimensions: 64"W x 46"D x 63"H



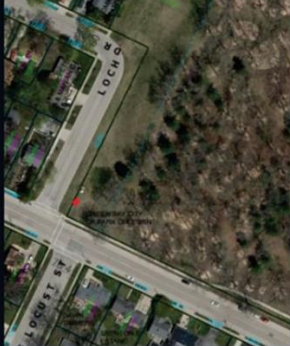
SITE PHOTOS

STREET ADDRESS: S Point Rd, Green Bay, WI



- **MARKET LOCATION:** Green Bay, WI
- **LAT/LONG:** (44.513375, -88.061131)

- **STREET ADDRESS:** Loch Dr, Green Bay, WI
- **PERMIT AUTHORITY:** Green Bay Owned Parcel – Enos Colburn park (Parcel# 6-192-5)



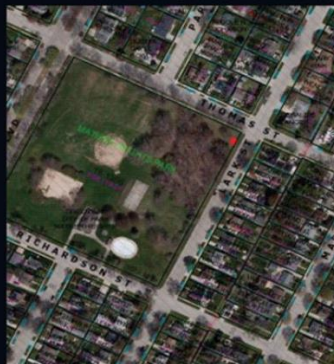
- **MARKET LOCATION:** Green Bay, WI
- **LAT/LONG:** (44.491376, -87.948126)

- **STREET ADDRESS:** Alpine Drive, Green Bay, WI
- **PERMIT AUTHORITY:** Green Bay Owned Parcel – Edison Park



- **MARKET LOCATION:** Green Bay, WI
- **LAT/LONG:** (44.538445, -88.037891)

- **STREET ADDRESS:** Thomas St & Lark St, Green Bay, WI
- **PERMIT AUTHORITY:** Green Bay Owned Parcel – Mather Heights Park



EXAMPLES



Mark Lidke, City of Edina, MN



Sarah Simon, City of Ballard, WA



Kenneth Jungjohann,
City of Coeur d' Alene, ID



Suhyun Alice Park , City of Dublin, CA



Tom Hanson,
City of Coeur d' Alene, ID



Report to the
Equal Rights Commission
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # S.I

To present the Equal Rights Commission Housing Report on Martin Luther King Day (January 16, 2023).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Equal Rights Commission
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # S.2

INFORMATIONAL: Equal Rights Commission Annual Report to the Mayor and Common Council.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-12-08 Equal Rights Commission Annual Report



Human Resources Department
100 North Jefferson Street • Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Mayor Eric Genrich
Common Council

From: Equal Rights Commission

Re: 2022 Equal Rights Commission Report

Date: December 8, 2022

Per the City of Green Bay Municipal Code 12-11(d)(2)b. the Equal Rights Commission shall provide a written communication to the Mayor and the Common Council summarizing the activities of the Commission and the progress of the City in meeting leadership objectives specified in Chapter 12. The communication shall include an examination of the conditions in the City at large which contribute to or detract from equal rights an environment free from discrimination. The communication shall provide recommendations for furthering the purposes and objectives identified in Chapter 12.

I. Housing Discrimination Prohibited

The City of Green Bay Municipal Code 12-4 prohibits discrimination of a protected person status of the buyer, renter, or applicant, or any person residing in or intending to reside in a dwelling after it is sold, rented, or made available.

The Equal Rights Commission on January 19, 2022 approved the initiative to move forward with holding public meetings to learn more about potential discrimination and inequities to housing for City of Green Bay residents. Public meetings were held on the following dates:

February 23, 2022 (via zoom)
April 13, 2022 (Howe Community Center)
June 13, 2022 (Howe Community Center)

The Community Partners who attended the meetings or provided input to the Commission were:

- Golden House
- COMSA
- Freedom House
- NEW CAP
- UWGB Pride Center
- CASA ALBA Melanie

- We All Rise
- House of Hope
- Brown County Housing Coalition
- Howe Community Center
- City of Green Bay Administration and Staff

The Equal Rights Commission also reached out to additional community partners who were interested in continuing the conversation and were unable to attend meetings due to scheduling conflicts:

- St. John's Homeless Shelter
- Neighborworks Green Bay
- New Community Shelter, Inc.
- Greater Green Bay Habitat for Humanity
- Family Services of Northeast WI

The Equal Rights Commission has worked with the Mayor's office and City staff to compile the community feedback and to create a draft report identifying conditions which contribute to inequities and discrimination in housing and recommendations to address these concerns. The Equal Rights Commission plans to finalize this report and present it to the public in January 2023.

II. Efforts to promote equal rights, equal opportunities, positive community relations, and to eliminate discrimination and inequities in City Government and the Community.

The Equal Rights Commission has worked with City staff to give guidance and feedback on submitting information to the Human Rights Campaign for the Municipal Equality Index. "The Municipal Equality Index examines how inclusive municipal laws, policies, and services are of LGBTQ+ people who live and work there. Cities are based on non-discrimination laws, the municipality as an employer, municipal services, law enforcement and leadership on LGBTQ+ equality."

The City of Green Bay scored 90 out of 100 in the 2022 Municipal Equality Index. This is a vast improvement from a score of 28 in 2018.

In addition, the Equal Rights Commission recommended hiring and filling the Workplace Culture Specialist vacancy. This position will be filled in 2023 to continue to focus on DEI efforts within the City of Green Bay workplace and to assist the Equal Rights Commission in promoting equal rights and opportunities in the community. An overview of responsibilities for the Workplace Culture Specialist are as follows:

- Review and potentially amend City policies and practices to create an inclusive workplace environment and an environment where employees feel valued and recognized for their performance.
- Provide education and training on best hiring practices for diversity, equity, and inclusion to ensure the City can recruit and retain qualified candidates.
- Develop workplace culture and diversity plan to set goals and metrics for the City and City Departments.
- Assist with the implementation of Employee Resource Groups to create another avenue for employees to feel valued, respected, and included in the workplace.
- Assist in recruitment efforts to identify trends and best practices for attracting candidates to the City as well as performing routine recruitment efforts.

- Staff liaison to the Equal Rights Commission to assist in researching ERC projects and updating the ERC on information about activities and accomplishments with respect to diversity and equal employment opportunity in the City of Green Bay.

III. Recommendations for Furthering Equal Rights in the Community.

The Equal Rights Commission will provide its recommendations on promoting equality in housing in 2023 and will continue to be engaged in the discussion to prohibit housing discrimination in the community.

The Equal Rights Commission will reconvene with community members and City staff to determine what next steps can be taken to provide additional recommendations on promoting equal opportunities and prohibit discrimination in the community.

ⁱ Human Rights Campaign, *Municipal Equality Index 2022*, [Municipal Equality Index 2022 - Human Rights Campaign \(hrc.org\)](https://www.hrc.org/municipal-equality-index). December 2, 2022.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year November, 2022	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 47,003.61	\$ 47,003.61			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 20,612.09	\$ 18,011.90		\$ 2,600.19	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 12,171.96			\$ 12,171.96	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,160.20		\$ 5,160.20		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 5,334.71		\$ 2,625.60	\$ 2,709.11	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 6,700.08			\$ 6,700.08	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 618.10		\$ 618.10		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 600.00			\$ 600.00	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 98,200.75	\$ 65,015.51	\$ 8,403.90	Pay This Amount \$ 24,781.34	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL.
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: Neil Basten Date: 12-1-22

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: Paul R. Mank Date: 12/4/22

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>

FINAL PAYMENTS RESOLUTION
December 20, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. **BRIDGE 3-22 (ASHLAND AVENUE OVER CNRR AND 6TH STREET B-5-018
EXPANSION JOINT RECONSTRUCTION)
NORCON CORPORATION**

TOTAL AMOUNT EARNED:	\$ 409,264.60
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 409,264.60
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 399,032.38</u>
AMOUNT DUE THIS PAYMENT:	\$ 10,232.22

ACCOUNT NUMBER
401500E-55311-69092: \$10,232.22
PO #2200071

2. **GBMFD 2-22 FIRE STATION #4 REROOF
PREMIER ROOFING DESIGN DBA TOP ROOFING**

TOTAL AMOUNT EARNED:	\$ 84,858.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 84,858.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 59,232.55</u>
AMOUNT DUE THIS PAYMENT:	\$ 25,625.45

ACCOUNT NUMBER
4174140-55201-41202: \$25,625.45
PO #2200141

Adopted _____, 2022

Approved _____, 2022

Mayor

ATTEST:

City Clerk

EJNS



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # U.2

First amendment to the resolution adopting the City's plan for expenditure of funds received pursuant to the American Rescue Plan Act of 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution Adopting ARPA Funds

**FIRST AMENDMENT TO THE RESOLUTION ADOPTING THE CITY'S PLAN FOR
EXPENDITURE OF FUNDS RECEIVED PURSUANT TO
THE AMERICAN RESCUE PLAN ACT OF 2021**

December 20, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, on March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021 ("ARPA"), under which the Coronavirus State and Local Fiscal Recovery Funds will deliver \$350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency; and

WHEREAS, ARPA permits municipalities to use Fiscal Recovery Funds ("Funds") for four broad purposes: to respond to the public health emergency or its negative economic impacts; to respond to workers providing essential services during the public health emergency; to replace lost public sector revenue; to invest in water, sewer, and broadband infrastructure; and

WHEREAS, the City's Plan for expenditure of the Funds received pursuant to ARPA (ARPA Plan) was created after receiving input from residents and consulting with staff as to the most appropriate and effective utilization of those funds to assist residents of the City of Green Bay in recovering from the COVID-19 emergency; and

WHEREAS, the City of Green Bay received \$11,847,758 in Funds in May 2021, and received a second disbursement of \$11,847,758 in May 2022; and

WHEREAS, on December 7, 2021, the City of Green Bay Common Council adopted the Resolution Adopting the City's Plan for Expenditure of Funds Received Pursuant to the American Rescue Plan Act of 2021 ("Resolution") establishing categories for Capital Needs and Organizational Priorities; Stormwater, Green Infrastructure, and Climate Resilience; Affordable Housing Development; Small Business Support; and Arts, Culture, and Tourism; and

WHEREAS, as of December 6, 2022, there remained an overall balance of Funds; and

WHEREAS, the City of Green Bay Common Council now desires to amend the Resolution to create the following categories of Funds:

- Capital Needs and Organizational Priorities: \$1,543,480
- Remaining Balance Funds: \$4,250,000* approximate

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay Common Council hereby approves and adopts this amended Resolution in the amounts of \$1,543,480

allocated toward Capital Needs and Organizational Priorities, and the remaining balance of approximately \$4,250,000 of unapproved funds toward the Economic Impacts Funds.

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # U.3

Resolution authorizing budget amendments for unbudgeted community events and costs offset by invoices for a total of \$39,719.27.

BACKGROUND

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

- I. BUDGET AMENDMENT \$39719.27

RESOLUTION AUTHORIZING TO BUDGET AMENDMENT

December 20, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of December 13, 2022, the following 2022 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
Increase:	101300 50501 Police-Overtime	\$18,635.25
Increase:	101300 46223 Police Overtime Reimbursement	\$18,635.25

***This budget amendment is for 2022 unbudgeted overtime for staffing at events such as the Farmer's Markets, Train Concert, Fall Fest, Virtue Walk, GB Duathlon, Turkey Trot, Ignight Market, Synagogue Security, Notre Dame football games and others.*

Increase:	101400 50501 Fire-Overtime	\$354.27
Increase:	101400 46223 Fire Overtime Reimbursement	\$354.27

***This budget amendment is for 2022 unbudgeted overtime for staffing at the 2022 Festival Foods Turkey Trot.*

Increase:	101400 50501 Fire-Overtime	\$3,245.00
Increase:	101400 43611 Fire-State Overtime Reimbursement	\$3,245.00

***This budget amendment is for October 2022 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Increase:	101300 54051 Police-Medical Supplies	\$692.00
Increase:	101160 45110 Muni Court-Ordinance Violations	\$692.00

***This budget amendment is for November 2022 unbudgeted costs to offset the expenses paid to local hospitals for blood draws resulting from the police department's OWI arrests-1st offense that are collected from invoicing the person that was arrested.*

Increase: 101251-53001-20214 Contractual Services \$16,792.75

Increase: 101251-43210-20214 Federal Grant Revenue \$16,792.75

***This budget amendment is to record Wisconsin Historical Society grant for the Certified Local Government subgrant program centered on updating the city's Historic Intensive Resources survey unbudgeted in 2022.*

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # V.I

General Ordinance 26-22

An ordinance amending section 36-278, Green Bay municipal code, relating to condominiums.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 26-22 Relating to Condominiums

GENERAL ORDINANCE NO. 26-22

AN ORDINANCE
AMENDING SECTION 36-278,
GREEN BAY MUNICIPAL CODE,
RELATING TO CONDOMINIUMS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Article X of Chapter 36 Green Bay Municipal Code, is hereby amended to read:

Sec. 36-278. Application of ownership; design standard and improvement compliance; condominium conversions exempt.

This chapter applies to the division of land where condominium ownership is involved and where the division will result in two or more building sites, lot equivalents, or separate principal structures on any parcel. A condominium plat prepared by a land surveyor registered in Wisconsin is required for all condominium plats or any amendments or expansions thereof, where an amendment is a change to a previously recorded condominium plat, and an expansion is the creation of additional units in a previously recorded condominium plat.

- (1) It is the intent of these regulations, consistent with Wis. Stats. Ch. 703, that projects utilizing the condominium form of ownership shall be subject to no more or no less restrictive rules than are projects that are physically equivalent and that utilize other forms of ownership.
- (2) Timing of review.
 - a. Review of condominium instruments shall be conducted within ten working days following complete submission of a condominium plat and related instruments to the Planning Department.
 - b. ~~Where the Community and Economic Development Director or their designee finds that the review cannot be completed within ten working days due to the complexity of the submission, including, but not limited to, utility coordination, engineering design, ESAs, or other such issues that complicate the proposed development, the Community and Economic Development Director or their designee shall submit to the subdivider a request for an extension of the review period for a reasonable period of time not to exceed 60 days. Such request shall not be unreasonably denied by the subdivider.~~
 - e. ~~If more than 60 days are needed to review the condominium plat and related instruments, then the review time may be reasonably extended by agreement with the subdivider.~~
 - db. In the event the review is not completed within this period, ~~or as reasonably extended,~~ the condominium instrument is approved for recording.

- (3) Prior to approval, such condominium instruments shall comply in all respects with the requirements of Wis. Stats. §§ 703.095, 703.11(2)(a), (c), and (d), (3) and (4), 703.275(5), and 703.28(1m), and, based on the number of lot equivalents, shall be reviewed and approved or denied in the same manner either as a land division as set forth in Article IV of Chapter 44, or as a subdivision plat as set forth in Article III of Chapter 44.
- (4) With regard to features that may be dedicated to the public (e.g., streets, rights-of-way, etc.) and provision of public services and utilities, such plat shall comply with the design standards, improvements, and all other requirements of this chapter that would otherwise apply to certified survey maps (CSMs) and subdivision plats, including, but not limited to, those set forth in Articles VII and VIII of Chapter 44.
- (5) Condominium conversions of existing structures where no additional dwelling units, building sites, or lot equivalents are being created are exempt from this chapter.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this 20th day of December, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

law

December 20, 2022



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # V.2

General Ordinance 28-22

An Ordinance Amending Section 2-290(A), Green Bay Municipal Code, Relating To Board Of Absentee Ballot Canvassers.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT G.O. 28-22 Board of Absentee Ballot Canvassers

GENERAL ORDINANCE NO. 28-22

**AN ORDINANCE
AMENDING SECTION 2-290(a),
GREEN BAY MUNICIPAL CODE,
RELATING TO BOARD OF ABSENTEE BALLOT CANVASSERS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1.

Section 2-290(a), Green Bay Municipal Code, is hereby amended to read:

(a) The Common Council hereby establishes the Municipal Board of Absentee Ballot Canvassers as designated under Wis. Stats. § 7.53(2m). The Board of Absentee Ballot Canvassers shall be composed of the City Clerk, or a qualified elector of the City designated by the Clerk, and two (2) other qualified electors of the ~~County~~ City appointed by the ~~City~~ Clerk. ~~The first term for the members of the Board of Absentee Canvassers will expire on December 31, 2016. For subsequent terms, the members of the Board of Absentee Ballot Canvassers shall serve two-year terms commencing on January 1 of each odd~~ even-numbered year, except that any member appointed to fill a permanent vacancy shall serve for the unexpired term of the original appointee.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this 20th day of December 2022.

APPROVED:

Mayor

ATTEST:

Clerk

law
December 20, 2022



Report to the
Protection and Policy Committee
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MEETING DATE

December 20, 2022

PREPARED BY

AGENDA ITEM # V.3

General Ordinance 27-22

An Ordinance Amending Section Code Section 2-122, Green Bay Municipal Code, Relating To Elected Officials.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 27-22 Relating to Elected Officials

GENERAL ORDINANCE NO. 27-22

AN ORDINANCE
AMENDING SECTION CODE SECTION 2-122,
GREEN BAY MUNICIPAL CODE,
RELATING TO ELECTED OFFICIALS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2-122(b), Green Bay Municipal Code, is hereby amended to read:

Election; term. The Municipal Judge shall be elected at large and shall be an attorney at law licensed to practice in the State of Wisconsin. The term shall be four years commencing ~~May 1 succeeding the election~~ **on the third Tuesday of April in the year of election.** Mid-term vacancies in the office of Municipal Judge shall be filled by special election to be held not less than 55 days nor more than 70 days after the Council has ordered such election.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this 20th day of December, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

Law
December 20, 2022