

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
SPECIAL MAY 30, 2012 MEETING

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the SPECIAL meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, May 30, 2012, at 6:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 6:00 p.m.

Invocation.

Pledge of Allegiance to the Flag.

Present: Sieber, De Wane, Nicholson, Hoyer, Hopp, Haefs, Erickson, Evans, Vander Leest, Buckley, Dantine, La Violette, Williams, Kaster, Van Dyck, Schuller, Clancy, Wetzel, Moynihan, Steffen, Carpenter, Lund, Fewell

Excused: Zima, Landwehr, Robinson

Supervisor Vander Leest arrived at 6:05 p.m. and Supervisor Carpenter arrived at 6:07 p.m.

Total Present: 23 Total Excused: 3

No. 1 -- ADOPTION OF AGENDA.

A motion was made by Supervisor Hopp and seconded by Supervisor Nicholson **“to adopt the agenda as presented”**. Voice vote taken. Motion to adopt the agenda carried unanimously with no abstentions.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) Must be limited to items not on the agenda.
- b) State name and address for the record.
- c) Comments will be limited to five minutes.
- d) The Board’s role is to listen and not discuss comments nor take action of those comments at this meeting.

None.

No. 3 -- APPROVE/MODIFY MINUTES OF MAY 22, 2012 SPECIAL JOINT EXECUTIVE COMMITTEE/EDUCATION AND RECREATION COMMITTEE MEETING.

A motion was made by Supervisor De Wane and seconded by Supervisor Buckley “**to approve the minutes of May 22, 2012.**”

Supervisor Moynihan requested a correction under Item #5, Paragraph 1, be made in the minutes to show this correction in #5 of the Joint Meeting of the Brown County Executive and Brown County Education and Recreation Committee of May 22, 2012. The Minutes should read under #5, Paragraph 1 “When asked by Supervisor ~~Evans~~ Moynihan, PMI President Ken Wachter addressed the committees relative to the offer made by PMI and a timeline of events”.

Supervisor Moynihan also requested that a correction under Item #5, Paragraph 2 be made by changing 2011 to 2012.

Voice vote taken “**to approve the minutes as corrected**”. Motion carried unanimously with no abstentions.

No. 4 -- RESOLUTION RE: APPROVING A LEASE AGREEMENT BETWEEN BROWN COUNTY AND PROMOTIONAL MANAGEMENT INC. ENTERTAINMENT GROUP (PMI) OF THE VETERANS MEMORIAL COMPLEX AND AUTHORIZING EXECUTION OF DOCUMENTS

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE
BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, An existing lease Agreement for the Veterans memorial Complex had been entered into by Brown County and the Green Bay Area Visitor and Convention Bureau Inc. (CVB) for an original term of five years, from the date a Certificate of Occupancy was issued for the Resch Center in August 2002 and that subsequent to the lease agreement, Brown County consented to an Assignment and Assumption Agreement dated February 25, 2002 and amended from time to time thereafter, under which PMI assumed all the rights and obligations under the lease agreement, except for the payment of rent, from CVB; and

WHEREAS, PMI and Brown County now desire to enter into a new lease agreement (lease) for the Veterans Memorial Complex whereby PMI will assume all the rights and obligations similar to those under the aforementioned agreement but to include the payment of rent from PMI and additionally as follows:

1. To grant PMI a fifteen (15) year term commencing June 1, 2012 at rental payments of \$300,000.00 from 2012-2015, \$325,000.000 from 2015 – 2018, \$334,750.00 from 2018 – 2021, \$344,793.00 from 2021-2124, \$355,136.00 from 2024 – 2027 and grant the parties two additional five year options to renew the attached proposed lease upon the same terms and conditions as set forth therein except for:
 - a. The amount of rent which may be renegotiated as more fully set forth within section 2.2 through 2.4 of the proposed attached lease;

b. The opt out provision as set forth in 2.5 of the proposed attached lease. If during the original or any renewal term of this Lease, a proposal involving the demolition of any of the buildings within the Leased Premises and/or any structural additions to the Leased Premises is submitted to or on behalf of the Tenant, the Tenant shall have the right to opt out of this Lease; provided that: (1) the Subtenant is afforded the Right of First Refusal; and (2) in the event that the Subtenant foregoes its Right of First Refusal, the Tenant agrees to reimburse the Subtenant for an amount equal to (a) the Populous study ; (b) any additional studies approved by the Tenant following execution of this Lease; and (c) the fair market value of any of the fixtures purchased by the Subtenant, following execution of this Lease, that would remain a part of the Leased Premises and/or be subject to any demolition hereunder.

2. To have the rental payments, as set forth above, be used for "Capital Improvements", which shall mean any item which relates to the maintenance, upkeep, replacement, restoration, or improvement of any of the structures in the Complex or any capital item in excess of Fifteen Thousand Dollars (\$15,000.00) per item which is used in the operation of the Complex for the use of Complex customers, tenants or patrons, but shall not include any of the operational expenses as set forth within Section 9 of this Lease; and
3. To have the determination of what constitutes Capital Improvements and Capital Items in excess of \$15,000.00 be governed by not only the terms and conditions as set forth in the proposed attached lease, but by a newly appointed committee to be known as the Veterans Memorial Complex Committee (VMCC) which shall consist of the following persons or their designee:
 - a. County Executive.
 - b. Chair of Education and Recreation Committee.
 - c. County Public Works Director.
 - d. The Operations Manager for PMI.
 - e. The Chair of the Administrative Committee.

On or before July 15 of each year of this Lease and quarterly thereafter, Subtenant shall present a Capital Improvement budget to the VMCC for its approval and payment from the fund for Capital Improvements recommended and approved by it; and

WHEREAS, Brown County intends to approve and authorize the lease agreement for the Veterans Memorial Complex buildings to be leased to PMI as specified in those terms and conditions set forth as are accompanied hereto and are submitted for approval by Brown County; and

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that the County Board that hereby approves on behalf of Brown County the attached proposed lease agreement between PMI and Brown County and further authorizes the appropriate County officials to execute and deliver the accompanying Attached Proposed Lease Agreement; and

BE IT FURTHER RESOLVED, that, pursuant to the attached proposed lease, a Veterans Memorial Complex Committee (VMCC) is hereby authorized to be set forth as provided for therein.

Fiscal Impact:

Respectfully submitted,
EDUCATION & RECREATION COMMITTEE
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: Revenue payable to Brown County from Lease Payment, \$300,000.00 from 2012-2015, \$325,000.000 from 2015 – 2018, \$334,750.00 from 2018 – 2021, \$344,793.00 from 2021-2124, \$355,136.00 from 2024 – 2027. This does not require an appropriation from the General Fund.

Supervisor Dantine requested a correction on the Lease Agreement under 2.1 “a term of ten (15) to a term of fifteen (15)”.

Chairman Moynihan requested a correction on the Lease Agreement under 4.1 to correct Exhibit “C” to “A”.

Following discussion and corrections to the agreement, a motion was made by Supervisor Fewell and seconded by Supervisor Van Dyck “**to adopt as amended**”. Vote taken. Roll Call #4(1):

Ayes: Sieber, De Wane, Hoyer, Erickson, Evans, Vander Leest, Buckley, Dantine, La Violette, Williams, Kaster, Van Dyck, Schuller, Clancy, Wetzal, Moynihan, Steffen, Carpenter, Lund, Fewell

Nays: Nicholson, Hopp, Haefs

Excused: Zima, Landwehr, Robinson

Total Ayes: 20 Total Nays: 3 Excused: 3

Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 6/1/2012

ATTACHMENT TO RESOLUTION #4

LEASE AGREEMENT

This Lease Agreement (“Lease”), made as of this ___ day of _____, 2012, by and between Brown County, Wisconsin, hereinafter referred to as “Tenant,” and PMI Entertainment Group, Inc., a Wisconsin non-stock corporation, with its office at 1901 South Oneida Street, Green Bay, Wisconsin, hereinafter referred to as “Subtenant.” (collectively “Party” or “Parties.”)

WITNESSETH

The Tenant does hereby lease to the Subtenant and the Subtenant does hereby lease from the Tenant on the terms, covenants, and conditions herein stated, the premises known and described as follows: The Resch Center Arena; the Brown County Veterans Memorial Arena; Shopko Exposition Hall; the former Packer Hall of Fame Building; the “Blue” parking lot

adjacent to Nitschke Practice field; and all adjacent parking and vacant land located at 1901 South Oneida Street in the Village of Ashwaubenon, Brown County, Wisconsin.

1. Definitions.

- 1.1 “The Board” shall refer to the Brown County Board of Supervisors and/or any other legislative body of Brown County, Wisconsin.
- 1.2 “Leased Premises,” “Veterans Memorial Complex,” or “Complex” shall each refer to, whether used separately or collectively, The Resch Center Arena; the Brown County Veterans Memorial Arena; Shopko Exposition Hall; the former Packer Hall of Fame Building; the “Blue” parking lot adjacent to the Nitschke Practice field; and all adjacent parking and vacant land located at 1901 South Oneida Street in the Village of Ashwaubenon, Brown County, Wisconsin, as more particularly described within Exhibit “A,” which is attached hereto and incorporated herein by reference.
- 1.3 “Capital Improvement” shall mean any item which relates to the maintenance, upkeep, replacement, restoration, or improvement of any of the structures in the Complex or any capital item in excess of Fifteen Thousand Dollars (\$15,000.00) per item which is used in the operation of the Complex for the use of Complex customers, tenants or patrons, but shall not include any of the operational expenses as set forth within Section 9 of this Lease.
- 1.4 “Operating Deficits” shall refer to the net loss from operation of the business conducted in the Veterans Memorial Complex.
- 1.5 “Operating Revenues” shall refer to the gross revenue received from any source as a result of the business conducted in the Veterans Memorial Complex.

2. Term of Lease.

2.1. This Lease shall have a term of ~~ten~~ fifteen ** (15) years (the “original term”). The commencement date of this Lease shall be June 1, 2012.

** Corrected as per the County Board on 5/30/2012.

2.2 This Lease shall be renewable for two (2) additional five (5) year terms (“renewal terms”), at the option of the Parties. In the event that the Parties opt to renew this Lease, the renewals shall be under the same terms and conditions as this Lease, together with any subsequent amendments entered into, pursuant to the terms set forth herein, except for rent which may be renegotiated.

2.3 The Subtenant shall notify the Tenant, in the manner set forth in Section 16 of this Lease, of their intent to exercise or not to exercise their option to renew at least 18 months prior to expiration of the then current term. If the Subtenant notifies the

Tenant of its intent to exercise its option to renew, the Subtenant and the Tenant shall meet to negotiate rent for the next lease term.

In the event that the Subtenant and Tenant cannot reach an agreement on rent at least 12 months prior to expiration of the then current term, the Subtenant shall be deemed to have notified the Tenant that they have elected not to exercise their option to renew.

2.4 If during the original or any renewal term of this Lease, a Capital Improvement would involve the demolition and/or addition of buildings within the Leased Premises, Subtenant shall be given [two years from the completion of said demolition, new structure, or enhancement of an existing structure, to determine the operational costs associated therewith. After said period, Tenant shall have the right to renegotiate the amount shown as rent in Section 3.1 if deemed necessary.

In the event that Tenant exercises its right to renegotiate rent, pursuant to this Section 2.4, and the Parties cannot reach an agreement on rent at least 12 months thereafter, each Party shall be deemed to have notified the other Party that it has elected not to exercise its option to renew this Lease for any of the remaining/additional terms as set forth herein unless the Tenant, at its option, agrees otherwise in writing.

2.5 If during the original or any renewal term of this Lease, a proposal involving the demolition of any of the buildings within the Leased Premises and/or any structural additions to the Leased Premises is submitted to or on behalf of the Tenant, the Tenant shall have the right to opt out of this Lease; provided that: (1) the Subtenant is afforded the Right of First Refusal; and (2) in the event that the Subtenant foregoes its Right of First Refusal, the Tenant agrees to reimburse the Subtenant for an amount equal to (a) the Populous study date (b) any additional studies approved by the Tenant following execution of this Lease; and (c) the fair market value of any of the fixtures purchased by the Subtenant, following execution of this Lease, that would remain a part of the Leased Premises and/or be subject to any demolition hereunder.

3. Rent

3.1. Subtenant shall pay Tenant as Base Rent during each year of the term according to the following schedule:

06/01/2012-05/31/2015 the sum of Three Hundred Thousand Dollars (\$300,000.00);

06/01/2015-05/31/2018 the sum of Three Hundred Twenty- Five Thousand, Hundred Dollars (325,000.00);

06/01/2018-05/31/2021 the sum of Three Hundred Thirty-Four Thousand, Seven Hundred Fifty Dollars (\$334,750.00);

06/01/2021-05/31/2024 the sum of Three Hundred Forty-Four Thousand, Seven Hundred Ninety Three Dollars (\$344,793.00); and

06/01/2024-05/31/2027 the sum of Three Hundred Fifty-Five Thousand, One Hundred Thirty-Six Dollars (\$355,136.00).

Base Rent shall be paid in twelve equal payments due on the first day of each month during the Lease term.

3.2. Use of Rental Payments. All of the aforementioned rental payments shall be restricted in a separate County fund (the "Fund") and shall be used exclusively for Capital Improvements to the Leased Premises. The Fund shall be administered by the Veterans Memorial Complex Committee ("VMCC"), consisting of the following persons: (1) the County Executive or its designee; (2) the Chair of the Education & Recreation Committee or its designee; (3) the County Director of Building and Grounds or its designee; (4) the Operations Manager of PMI or its designee; and (5) the Chair of the Administrative Committee or its designee. On or before July 15 of each year of this Lease and quarterly thereafter, Subtenant shall present a Capital Improvement budget to the VMCC for its approval and payment from the Fund for the Capital Improvements recommended and approved by it.

3.3. Additional Capital Improvements. During the original term of the Lease, Subtenant shall pay an additional One Million Dollars (\$1,000,000.00) for Capital Improvements to the Leased Premises, the timing of which is within the discretion of Subtenant; provided, total payments are made before expiration hereof.. Subtenant shall report the amount of the Capital Improvements to Tenant on an annual basis. Subtenant's Capital Improvements may become fixtures to the Leased Premises. Likewise, certain Capital Improvements will remain the personal property of Subtenant. The parties shall agree on what Capital Improvements shall be described as "fixtures".

4. Operating Revenues/Deficits.

4.1. Subtenant will assume the responsibility for any Operating Deficits with no expense to Tenant. Subtenant will provide to Tenant its independently audited annual financial statements of the Veterans Memorial Complex, which shall include an income statement (consistent with format of Exhibit C A),** a capital summary, and the auditor's opinion of the Subtenant's complete operations Tenant may, at its expense, request semi-annual audits.

** Corrected as per the County Board on 5/30/2012.

Additionally, the Tenant's Finance Director (or designee) and Internal Auditor shall have the right to approve the independent audit firm for preparation of the aforementioned financial information. Finally, the Tenant's Finance Director (or designee) and Internal Auditor shall have the right to review with the independent audit firm any records used in preparation of the audited financials of the Complex.

4.2. Sources of revenue available to the Subtenant shall include, but are not limited to the following items:

1. Ticket Sales
2. Concession Sales
3. Novelty Sales

4. Advertising
5. Parking
6. Electrical, pipe and drape, and other exhibition services
7. Suite leases
8. Club seat leases
9. Admission surcharge
10. Sponsorship
11. Venue rental of all Veterans Memorial Complex property and buildings.

It is agreed that all revenue generated through events in or on the Complex and related marketing and promotions (e.g. logo merchandise, trademarks, etc.) in or on the Complex shall flow through the Complex and be recorded as revenue on the books of the Complex. Subtenant shall be responsible to notify Tenant and include within the disclosure mandates of Section 4.1 any additional sources of revenue that it realizes subsequent to the execution of this Lease. Upon notification of any additional sources of revenue realized by Subtenant subsequent to the execution of this Lease, the Parties shall enter into an amendment to this Lease for purposes of including them within the itemization of Section 4.2.

4.3. Sources of revenue allocated to construction specific Capital Improvements, Structural Repairs or retirement of the bond debt and not available to the Subtenant shall include the following items:

1. Naming rights (only to include name). Any other amenities are to be purchased.

2. Revenue derived through the lease and/or sale of space to Building Partners. "Building Partners" are those persons or corporations who have, prior to December 31, 2001, made a commitment to purchase certain space within the new arena. "Building Partner" agreements will be approved by the Subtenant. The Subtenant agrees to abide by the terms and conditions of any naming rights and "Building Partners" agreements awarded by the Tenant.

5. Occupancy. Occupancy of the Leased Premises shall be delivered to Subtenant upon execution of this Lease.

6. Utilities. Subtenant agrees to pay all necessary utility costs for the operation of the Veterans Memorial Complex and will not seek reimbursement for those expenses from Tenant.

7. Real Estate Taxes. Tenant shall be responsible for the payment of any real estate or property taxes, assessments, fees, including required payments in lieu of taxes levied by any taxing authority against the Leased Premises. Should Tenant be required to make any such payments, rent for the Complex may be renegotiated.

8. Use.

8.1. Purpose. The purpose of the Veterans Memorial Complex is to provide the people of Brown County with quality public buildings for expositions, sporting

events, conventions, education programs, entertainment and other similar special events designed to be held in the facilities of the Veterans Memorial Complex.

8.2. Quiet Use. The Tenant, for itself, its successors and assigns, agrees that so long as the Subtenant shall not be in default under this Lease, the Subtenant shall at all times during the term hereby granted, peaceably have, hold, and enjoy the Leased Premises; provided, however, that the Tenant's liabilities under this Lease shall only be for the period during which it shall be the owner of the Leased Premises.

9. Operations. Subtenant shall have sole responsibility and authority over the operations of the Veterans Memorial Complex, including but not limited to:

9.1. Management. Subtenant has complete authority/responsibility, including but not limited to financial responsibility, to furnish any and all management services and labor as it deems necessary to operate, supervise, manage and maintain the Veterans Memorial Complex. This includes employing, compensating, supervising and discharging all employees and personnel.

9.2. Marketing and Promotion. Subtenant will create and execute a targeted marketing and promotional plan to maximize the utilization and revenue generating potential of the Veterans Memorial Complex, and shall have, except for naming rights, the exclusive ownership and rights to any trade names, trademarks, intellectual property, promotions, and advertising created for the Veterans Memorial Complex. Tenant shall not be responsible or liable for any claims, lawsuits, grievances, costs or expenses that in any way relate to third party allegations regarding Subtenant's exclusive ownership and rights to any trade names, trademarks, intellectual property, promotions, and/or advertising created by Subtenant for the Veterans Memorial Complex and Subtenant agrees to defend and indemnify Tenant against the same.

9.3. Scheduling/Technical Services. Subtenant shall maintain all schedules for events held at the Veterans Memorial Complex and shall utilize all resources and efforts as is reasonably possible to maximize the efficient use of the Veterans Memorial Complex. Subtenant shall provide all necessary technical services associated with the normal operation of the Veterans Memorial Complex, including but not limited to, patron assistance, box office and ticketing services, and contracting for the events in the Veterans Memorial Complex.

9.4. Custodial/Maintenance/Repair Services. Subtenant shall provide maintenance services associated with the housekeeping, preventive maintenance, and customary repairs required to keep the facilities and equipment in sound operating condition. Subtenant will establish necessary policies and procedures to ensure that the Veterans Memorial Complex is properly maintained at all times. Tenant shall have the right to request copies of said policies and procedures for its records, review and comment if it so chooses.

9.5. Pest Control. Subtenant shall be responsible for arranging and paying for all necessary pest control services.

9.6. Snow Removal. Subtenant will be responsible for arranging and paying for all snow removal services at the grounds of the Veterans Memorial Complex.

9.7. Trash Removal. Subtenant will be responsible for arranging and paying for all trash removal services. Tenant shall reasonably assist Subtenant in its desire to acquire the same consideration as other county facilities when making said arrangements, but in no way shall Tenant's assistance be in any way deemed a guarantee or promise to Subtenant in this regard. Subtenant will implement a comprehensive recycling and waste/hazardous waste disposal program that meets all federal, state, and local laws, regulations, and/or ordinances.

9.8. Operational Services. Subtenant, at its discretion, will provide and be responsible for all human resources services and associated expenses required to stage (set up and tear down) events, including but not limited to services involving the stage areas, sound systems, lighting systems, stage rigging, dressing room areas, stage equipment and loading in and loading out.

Subtenant will be responsible for providing all management staff, ticket sales personnel, ushers and other personnel required for the operation of the Veterans Memorial Complex, including but not limited to general patron assistance, including the patrons with special needs.

Subtenant shall have the right to make, at its own expense, but subject to the limitations set forth herein, such reasonable minor alterations and repairs to the Veterans Memorial Complex as may be required for any exhibition, event or convention purposes.

Tenant provided the original furnishings, fixtures, and equipment for the Veterans Memorial Complex. The Subtenant shall have the option to install at its expense additional or replacement fixtures, furniture, and equipment which may be needed to carry out any exhibitions, events or conventions and all such fixtures and equipment, whether installed during the term of this Lease or prior to the commencement thereof, shall remain the sole property of the Subtenant unless any expenses associated therewith were paid for in whole or in part by the Tenant, which would then require reimbursement by the Subtenant to the Tenant in an amount equal to the Tenant's contributions in order for Subtenant to acquire sole ownership of the property at issue. Notwithstanding the aforementioned, the Subtenant shall not install any fixtures, furniture or equipment which requires modification to any building and/or building system without prior written consent of the Tenant.

9.9. Ticket Sales. Subtenant will retain all authority and responsibility for all aspects of ticket sales for events and activities. Subtenant may provide such ticket technology including hardware and software as it deems necessary for the operation of ticket sales, which equipment and technology will remain the property of Subtenant unless any expenses associated therewith were paid for in whole or in part by the Tenant, which would then require reimbursement by the Subtenant to the Tenant in an amount equal to the Tenant's contributions in order for Subtenant to acquire sole ownership of the property at issue.

9.10. Licenses and Permits. Subtenant will obtain and maintain all licenses and permits necessary under federal, state and local law for Subtenant to manage and operate the Veterans Memorial Complex and Tenant agrees to assist the Subtenant, to the extent it reasonably can but subject to any and all limitations under federal, state and local law, in applying for any such permits or licenses.

9.11. Special Events. It is the intent of the Subtenant to fund, create, and stage its own special events to maximize efficient use of the Veterans Memorial Complex.

9.12. Advertising Rights. Subtenant shall retain all internal and external advertising rights to the Veterans Memorial Complex, excluding naming right and Building Partner sales. The Subtenant agrees to comply with any naming rights or business partner agreements entered into by the Tenant.

9.13. Emergency Procedures. Subtenant will develop and implement an emergency procedures manual for the Veterans Memorial Complex, and provide the appropriate training to full and part-time staff. Tenant reserves the right to request copies of said manual for its records, review and comment.

9.14. Right to Cover/Cure. In the event that Subtenant does not perform the operations as set forth in this Section 9 in a manner deemed satisfactory by the Tenant or a third party authorized, either by agreement of the Parties or by law, to decide the same, Tenant reserves the right to take any action necessary to adequately perform the operation or operations at issue and to seek reimbursement from the Subtenant for an amount equal to the Tenant's costs associated therewith, including any attorney's fees incurred as a result of Subtenant's refusal to reimburse the Tenant hereunder.

10. Capital Improvements/Facility and Site Repairs.

10.1. Tenant will be responsible for Capital Improvements to the extent funds are available from the rent collected pursuant to this Lease. Subtenant shall advise Tenant on an annual basis of the Capital Improvement needs of the Veterans Memorial Complex.

10.2. Subtenant may make such Additional Capital Improvements at its expense and in addition to the sums set forth in Paragraph 3.3, as may be necessary with the express written consent of the Tenant, which consent will not be unreasonably withheld.

10.3. Facility and Site Repairs. Tenant hereby covenants and agrees to maintain the Veterans Memorial Complex structures in good condition, including primary structure and enclosure systems; mechanical, electrical, and plumbing systems; conveying systems; life-safety systems; ice making systems; parking lots; and other site improvements.

10.4. Tenant's Alterations. Tenant also agrees to make, at its expense, such alterations and modifications to the Leased Premises as may be required by building, OSHA, NFPA, ADA, or other applicable state and federal regulations or local codes unless such alterations/modifications are necessitated by actions of the Subtenant. Tenant shall be allowed to make any other Capital Improvements it deems appropriate.

11. Tenant to Have Access. The Tenant and its agents shall have free access to the Veterans Memorial Complex for examining the same during the term of this Lease. Upon approval of the Subtenant, the Tenant shall be able to use the facility without rental charge.

Such approval shall not be withheld unless the Tenant's use of the facility would result in the loss of revenue or cause undue expenses.

12. Surcharge. Tenant agrees that during the duration of this Lease, it shall not impose any selective tax, additional fee, surcharge, or ticket tax on events held on the Leased Premises or on any operations unless approved by the Subtenant or unless required under federal, state and/or local law. This paragraph shall not apply to a tax of general application imposed by the Tenant.

13. Indemnity-Liability Insurance.

13.1. Indemnity. After the Commencement Date, Subtenant shall indemnify, defend, and hold harmless Tenant against and from any and all liabilities, fines, suits, claims, demands, and actions, and costs and reasonable expenses of any kind or nature or by anyone whomsoever, that in any way relate to:

(a) any default in observing; any violation of; and/or non-performance of any term, covenant, or condition of this Lease on the part of Subtenant that is to be observed and/or performed hereunder;

(b) any bodily injury or property damage relating to Subtenant's use and occupancy of the Leased Premises, or to any use or occupancy which Subtenant may permit or suffer to be made of the Leased Premises; or

(c) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Leased Premises as a result of Subtenant's negligence or default under the terms and conditions of this Lease.

The Parties agree and the Tenant specifically reserves and does not waive its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wis. Statute Chapter 893 and related statutes.

13.2. Liability Insurance. During the term of this Lease, Subtenant, at its sole expense and for the mutual benefit of Tenant and Subtenant shall procure and maintain comprehensive commercial Liability insurance, including property damage, issued by a company licensed to do business in Wisconsin, insuring Tenant and Subtenant, as named insureds, against liability for injury to persons or property occurring in or about the Leased Premises or arising out of its ownership, maintenance, use or occupancy. The insurance shall meet the following requirements:

(a) Worker's Compensation Insurance. Subtenant shall obtain and maintain throughout the duration of this Lease statutory Worker's Compensation insurance for all of its employees employed at the site or while working on this project. In case any work is sublet, Tenant shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Subtenant.

(b) Commercial Liability, Professional Liability and Property Damage Insurance. Subtenant shall secure and maintain in force throughout the duration of this Lease such Commercial Liability and Property Damage

Insurance (as shall protect him/her, the Tenant, and any subcontractor performing work covered by this Lease) from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this Lease , whether such operations be by Subtenant or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive Commercial Liability \$1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.
- Automobile Liability \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$5,000,000 over the Commercial Liability and Automobile Liability Coverages.

(c) Proof of Insurance. Subtenant shall furnish to the Tenant with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Subtenant meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the Tenant and specify the name, Veterans Memorial Complex. The Certificate of Insurance shall be delivered to the Tenant, with a copy of the Certificate of Insurance to be delivered to the Risk Manager for approval prior to the execution of this Lease. Upon renewal of the required insurance and annually thereafter, the Tenant shall receive a new Certificate of Insurance for three years after completion of the project and/or expiration of the Lease, whichever occurs later. The Certificates shall describe the Lease by name in the "Description of Operations" section of the form.

14. Damage by Fire or Other Casualty.

14.1. Substantial Casualty. If the Leased Premises are materially damaged or rendered materially un-tenantable by fire or other casualty (whether occurring in the Leased Premises alone or in the building of which they form a part), that their repair, restoration, or rebuilding would require more than sixty (60) days from date of loss, Subtenant may, by giving written notice to Tenant within forty-five (45) days after the fire or other casualty occurs, terminate this Lease upon a date specified in the notice. This date shall not be less than five (5) nor more than ten (10) days after the notice is given.

In such event, the term of this Lease shall expire in the same manner as if the date specified in the notice were the date herein originally specified for the expiration of the term. The rent shall abate from the date of the fire or other casualty until the repairs, restoration, and rebuilding is completed. If this Lease is terminated pursuant to notice as provided above, Subtenant shall pay no rent for any period after the date of the fire or other casualty. The rent shall be apportioned as of the date, and Subtenant shall be repaid all rent or paid for any subsequent period.

14.2. Casualty Insurance. Tenant shall insure the buildings of which the Veterans Memorial Complex form a part against damage and destruction by fire, including extended coverage, and other perils to the same extent that a lending

institution holding a mortgage on the property would require, to the full replacement cost of the building and shall maintain such insurance during the term of this Lease.

To the extent that any part of the damage and/or destruction, as described within Sections 14.1 and 14.2 of this Lease, is caused either directly or indirectly by the negligent act(s) of breach(es) of this Lease by Subtenant, its assigns, employees and/or agents, Tenant shall maintain the right to recover from the Subtenant all losses associated therewith whether through a policy of insurance procured by Subtenant, subrogation procedures, or otherwise.

14.3. Contents Insurance. During the term of this Lease, Subtenant shall procure and maintain at its own expense personal property insurance as may be required by Tenant and/or any mortgage company to protect itself against losses by fire, theft, or other causes on an all-risk basis. On the Commencement Date, Subtenant shall furnish to Tenant, the insurance policy together with proof of payment of the premium therefor, and shall upon the expiration of the term of any such policy similarly furnish to Tenant each renewal policy together with proof of payment of the premium therefor. The policy and each renewal thereof shall provide that it may not be canceled by the insurer without thirty (30) days' prior written notice to the Tenant and any named insured.

14.4. Business Interruption Insurance. Subtenant, at its expense shall procure and maintain business interruption insurance to protect the financial interests of Subtenant and Tenant against loss of earning and income from this property which are due to the direct result of fire or other insured peril.

15. Risk Loss Control Program. The Brown County Risk Manager and Subtenant shall develop and implement a risk loss control program for any and all risk hazards related to the Leased Premises and the Subtenant agrees to comply with all reasonable requests made for the purpose of minimizing the Subtenant's and Tenant's risk loss potential, including requiring sufficient insurance coverage from users of the Leased Premises, which limits of required coverage shall not exceed industry standards.

16. Assignment and Subletting. Subtenant may, only after receiving the written approval of the County Executive, assign this Lease to an Operating Tenant, provided that all of the terms and conditions of this agreement are complied with.

17. Notices. All notices and other communication under this Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom such notice is to be given, or on the date of the receipt of the certified or registered letter by the party to whom such notice is addressed; if mailing is by registered or certified mail, postage prepaid, U.S. Mail. All such notices shall be addressed as follows:

To Tenant: County Executive
Brown County, Wisconsin
Address: Northern Building
P.O. Box 23600
305 East Walnut Street
Green Bay, Wisconsin 54305-3600

To Subtenant: PMI Entertainment Group, Inc.
1901 South Oneida Street
P.O. Box 10567
Green Bay, Wisconsin 54307-0567

Any Party may change its address for purposes of this paragraph by giving the other Party written notice with a new address in the manner set forth above.

18. Default. Each of the following events shall constitute a default of this Lease by Subtenant unless said default is cured within Ten (10) days of its receipt of Tenant's written notice demanding the same:

18.1. If either Party shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall make an Assignment for the Benefit of Creditors.

18.2. If an involuntary proceeding under any bankruptcy law or insolvency act shall be instituted against either Party.

18.3. Failure of either Party to comply with any provision of this Lease.

19. Binding. The provisions of this Lease shall inure to the benefit of, and be binding upon the Parties hereto, their respective successors and assigns.

20. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

21. Entire Agreement. This Lease contains the entire agreement between Tenant and Subtenant and any subsequent agreement shall be ineffective to change or modify it, in whole or in part, unless such subsequent agreement is in writing and signed by both the Tenant and the Subtenant.

SIGNATURES APPEAR ON THE FOLLOWING PAGE
IN WITNESS WHEREOF, the parties have signed this

Attest:

Attest:

Subtenant: PMI Entertainment Group, Inc.

By: _____

By: _____

Tenant: Brown County, Wisconsin

By: _____

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**EXHIBIT A
ARENA & EXPOSITION CENTER**

LEASE DESCRIPTION

All of Lot 1 and Outlot 1 of Volume 39 Certified Survey Maps page 183

AND

A parcel of land located in part of Lots 9 and 10 of Morris and Bromley's Subdivision of the South 1/12 of Private Claim 13 West Side of Fox River and in part of Private Claim 14 West Side of Fox River, Village of Ashwaubenon, Brown County, Wisconsin described as follows:

Bounded on the North by the South Right of Way line of Lombardi Avenue; Bounded on the South by the North Right of Way line of Packer Drive; Bounded on the West by the East Right of Way line of Oneida Street and Bounded on the East by the West line of Outlot 1 of Volume 39 Certified Survey Maps page 183

No. 5 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW. NONE

No. 6 -- CLOSING ROLL CALL.

Present: Sieber, De Wane, Nicholson, Hoyer, Hopp, Haefs, Erickson, Evans, Vander Leest, Buckley, Dantine, La Violette, Williams, Kaster, Van Dyck, Schuller, Clancy, Wetzel, Moynihan, Steffen, Carpenter, Lund, Fewell

Excused: Zima, Landwehr, Robinson

Total Present: 23 Total Excused: 3

No. 7 -- ADJOURNMENT TO WEDNESDAY, June 20, 2012 AT 7:00 P.M., LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.

A motion was made by Supervisor Fewell and seconded by Supervisor La Violette “**to adjourn to the above date and time**”. Voice vote taken. Motion carried unanimously with no abstentions.

Meeting adjourned at 6:35 p.m.

\s\ Darlene K. Marcelle
Brown County Clerk