



**Village of Bellevue Board of Trustees
MEETING AGENDA**

**July 26, 2017 6:30 P.M.
3100 Eaton Road - Bellevue, WI 54311**

Notice is hereby given that the Bellevue Village Board may take action on any item listed within this agenda.

Village Board

Steve Soukup, President
Dave Kaster, Trustee
Tom Katers, Trustee
Adam Gauthier, Trustee
David Daul, Trustee

Administration

Angela Gorall
Village Administrator

Karen Simons, Director
Finance/Clerk-Treasurer

Andrew Vissers, Director
Community Development

Vacant, Director
Public Works

Jack Mlnarik, Fire Chief

Stephanie Schlag, Director
Parks, Recreation and Forestry

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

A. AGENDA APPROVAL

B. CONSENT AGENDA

1. Approval of the Bills
2. Approval of Village Board Meeting Minutes 7/12/17
3. Accept Committee/Commission Meeting Minutes:
 - a) Park Commission Meeting Minutes 6/12/17
4. Treasurer's Report, June 2017
5. Operator's Licenses

All items listed under "Consent Agenda" are considered to be routine and/or non-controversial by the Village Board and will be approved by one motion. There will be no separate discussion. If discussion is desired by members, that item will be removed from the consent agenda and discussed separately immediately after consent agenda approval.

C. PRESENTATIONS: NONE

D. PUBLIC HEARINGS: NONE

E. PUBLIC COMMENT

Public comments must be limited to items NOT on the agenda; Comments will be limited to five minutes in length. Commentators must state name and address for the record. The Board's role is to listen and not discuss/debate comments nor take action of those comments at the meeting.

F. BROWN COUNTY REPORT

G. OLD BUSINESS

1. Discussion/Possible Action: Second Amended and Restated Pledge and Security Agreement and Amended and Restated Cooperation Agreement Regarding the Green Bay Area Room Tax (Final Revisions).
2. Discussion/Possible Action: Continued Review of Commercial Way On-Street Parking Restrictions.

H. NEW BUSINESS

1. Discussion/Possible Action: Utility Billing Clerk Position Transition Update and Implementation Options Review.

2. Discussion/Possible Action: Staff Report on Public Works Laborer Positions and Snow Removal Operations & Review of 2017-2018 Options Implementation.

I. STAFF REPORTS

1. Other Reports: Administrator, Other Staff Updates and Board Comments
 - a) Staff Update/Possible Action on Huron Road Trail Project

J. MATTERS TO BE PLACED ON NEXT AGENDA

K. CLOSED SESSION

1. Discussion/With Action in Open Session – Litigation Settlement. Per Wisconsin State Statutes 19.85(1)(g), the Board may move to Closed Session when 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.
2. Discussion/With Action in Open Session – TIF District #2/Development Negotiations & Agreement. Per Wisconsin State Statutes 19.85(1)(e), the Board may move to Closed Session when deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

L. ADJOURNMENT

NEXT REGULAR MEETING: WEDNESDAY – AUGUST 9, 2017

Posted and notified: July 21, 2017

Karen M. Simons, Director of Finance /Clerk-Treasurer, Village of Bellevue

Any person wishing to attend who, because of disability, requires special accommodations should contact the Clerk/Treasurer at (920) 468-5225, 2828 Allouez Avenue, at least 48 hours prior to the meeting so arrangements can be made. Attachments or other documents referenced in this agenda are available for view or copying at the Bellevue Village Office, 2828 Allouez Avenue, during normal business hours; on the Village website; or by contacting the Clerk/Treasurer at (920) 468-5225.

Report Criteria:

Report type: GL detail

[Report]. Check Number = 12426-12468,55729-55808,12416,55691

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
SELNER TREE & SHRUB CARE LLC						
SELNER TREE & SHRUB CARE LLC	1748	annual tree removal	100-56910-290-000	06/30/2017	12416	3,480.00
SELNER TREE & SHRUB CARE LLC	1748	annual tree removal	100-56910-290-000	07/11/2017	12416	3,480.00-
Total SELNER TREE & SHRUB CARE LLC:						.00
BATTERIES PLUS LLC						
BATTERIES PLUS LLC	505-286665-01	2 floor scrubber batteries (Jason T)	100-52200-353-000	07/13/2017	12426	235.00
Total BATTERIES PLUS LLC:						235.00
BAY AREA HUMANE SOCIETY						
BAY AREA HUMANE SOCIETY	222	Animal Control Services	100-52100-290-000	07/13/2017	12427	177.00
BAY AREA HUMANE SOCIETY	240	Animal Control Services	100-52100-290-000	07/13/2017	12427	265.50
Total BAY AREA HUMANE SOCIETY:						442.50
CEDAR CORPORATION						
CEDAR CORPORATION	92603	A-17 Paving/Trail Construction	410-53315-822-999	07/13/2017	12428	17,922.77
CEDAR CORPORATION	92604	B-17 Town Hall/Hazen Sanitary Sewer	700-11070-000-948	07/13/2017	12428	17,101.00
CEDAR CORPORATION	92604	B-17 Town Hall Rd Sidewalk (including Josten Park)	620-11070-000-948	07/13/2017	12428	1,287.18
CEDAR CORPORATION	92605	2017 Engineers Report	100-53315-215-000	07/13/2017	12428	850.00
CEDAR CORPORATION	92606	Dorsch Ford Storm Water	620-51411-215-000	07/13/2017	12428	712.50
CEDAR CORPORATION	92607	Urban Storm Water Plan	620-11070-000-949	07/13/2017	12428	2,045.00
CEDAR CORPORATION	92608	A-18 Verlin Rd Water Main	600-11070-000-946	07/13/2017	12428	370.00
CEDAR CORPORATION	92609	Interim Public Works Director Assistance	100-53315-215-000	07/13/2017	12428	4,340.00
CEDAR CORPORATION	92610	D-17 East River Trail Lighting	410-55201-810-455	07/13/2017	12428	2,647.09
CEDAR CORPORATION	92611	2017 PASER Ratings	100-53315-215-000	07/13/2017	12428	2,042.50
CEDAR CORPORATION	92612	Manitowoc Rd (Alouez - Kewaunee Rd)	410-53315-820-949	07/13/2017	12428	4,000.00
Total CEDAR CORPORATION:						53,318.04
GREEN BAY, CITY OF						
GREEN BAY, CITY OF	109797	Bus Service for June	100-53520-000-000	07/13/2017	12429	14,882.00
GREEN BAY, CITY OF	109797	Bus Service for June	100-43790	07/13/2017	12429	10,158.67-

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
Total GREEN BAY, CITY OF:						4,723.33
HOME TEAM SPORTS & APPAREL INC						
HOME TEAM SPORTS & APPAREL INC	30012	Summer Camp Shirts	100-55300-340-000	07/13/2017	12430	1,597.25
Total HOME TEAM SPORTS & APPAREL INC:						1,597.25
PRO ONE JANITORIAL INC						
PRO ONE JANITORIAL INC	123910	Janitorial Services July 3100, 1811, 2828	100-51600-290-000	07/13/2017	12431	389.00
PRO ONE JANITORIAL INC	123911	Janitorial Services July 3100, 1811, 2828	100-51600-290-000	07/13/2017	12431	518.00
PRO ONE JANITORIAL INC	123912	Janitorial Services July 3100, 1811, 2828	100-51600-290-000	07/13/2017	12431	199.00
PRO ONE JANITORIAL INC	123913	Janitorial Services July Park Shelters	100-55200-290-000	07/13/2017	12431	485.00
PRO ONE JANITORIAL INC	123914	Janitorial Services July Park Shelters	100-55200-290-000	07/13/2017	12431	879.00
PRO ONE JANITORIAL INC	123915	Janitorial Services July Park Shelters	100-55200-290-000	07/13/2017	12431	275.00
Total PRO ONE JANITORIAL INC:						2,745.00
SWANK MOTION PICTURES INC						
SWANK MOTION PICTURES INC	RG 2351330	Movie #1 Sing	100-55300-290-000	07/13/2017	12432	413.00
Total SWANK MOTION PICTURES INC:						413.00
VANDEN PLAS SANITATION INC						
VANDEN PLAS SANITATION INC	32555	Wheelchair Accessible Restroom Manderly Way	100-55200-290-000	07/13/2017	12433	120.00
Total VANDEN PLAS SANITATION INC:						120.00
WISCONSIN PUBLIC SERVICE						
WISCONSIN PUBLIC SERVICE	2147737658-00000	Utilities	100-51600-221-000	07/13/2017	12434	2,805.11
WISCONSIN PUBLIC SERVICE	2147737658-00000	Utilities	100-53420-221-000	07/13/2017	12434	10,183.90
WISCONSIN PUBLIC SERVICE	2147737658-00000	Utilities	100-55200-221-000	07/13/2017	12434	615.46
WISCONSIN PUBLIC SERVICE	2147737658-00000	Utilities	600-56230-221-000	07/13/2017	12434	512.09
WISCONSIN PUBLIC SERVICE	2147737658-00000	Utilities	700-58201-221-000	07/13/2017	12434	342.21
Total WISCONSIN PUBLIC SERVICE:						14,458.77
BARTELT BUSINESS MACHINES INC						
BARTELT BUSINESS MACHINES INC	93560	Copy costs for (6) Konica Copiers	100-52100-290-000	07/28/2017	12435	.74
BARTELT BUSINESS MACHINES INC	93561	Copy costs for (6) Konica Copiers	100-51410-290-000	07/28/2017	12435	21.10
BARTELT BUSINESS MACHINES INC	93562	Copy costs for (6) Konica Copiers	100-52200-290-000	07/28/2017	12435	7.68

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
BARTELT BUSINESS MACHINES INC	93563	Copy costs for (6) Konica Copiers	100-51410-290-000	07/28/2017	12435	4.25
BARTELT BUSINESS MACHINES INC	93564	Copy costs for (6) Konica Copiers	100-51410-290-000	07/28/2017	12435	40.07
BARTELT BUSINESS MACHINES INC	93565	Copy costs for (6) Konica Copiers	100-51410-290-000	07/28/2017	12435	340.65
BARTELT BUSINESS MACHINES INC	93566	Copy costs for (6) Konica Copiers	100-51410-290-000	07/28/2017	12435	34.98
Total BARTELT BUSINESS MACHINES INC:						449.47
BATTERIES PLUS LLC						
BATTERIES PLUS LLC	505-425398	Batteries - FD	100-52200-353-000	07/28/2017	12436	3.98
Total BATTERIES PLUS LLC:						3.98
BENEFIT ADVANTAGE						
BENEFIT ADVANTAGE	160028	June COBRA Billing	100-51410-290-000	07/28/2017	12437	25.00
Total BENEFIT ADVANTAGE:						25.00
BOBCAT PLUS INC						
BOBCAT PLUS INC	EG05813	Stum93 Bobcat Stump Grinder	290-55200-810-000	07/28/2017	12438	7,974.00
Total BOBCAT PLUS INC:						7,974.00
CHIEF SUPPLY CORPORATION						
CHIEF SUPPLY CORPORATION	174347	T. Smits Clothing allowance items	100-52200-135-000	07/28/2017	12439	50.84
Total CHIEF SUPPLY CORPORATION:						50.84
CIVIC SYSTEMS LLC						
CIVIC SYSTEMS LLC	CVC15431	Semi-Annual Software Support Jul-Dec 2017	100-51510-212-000	07/28/2017	12440	2,408.50
CIVIC SYSTEMS LLC	CVC15431	Semi-Annual Software Support Jul-Dec 2017	600-59230-212-000	07/28/2017	12440	963.40
CIVIC SYSTEMS LLC	CVC15431	Semi-Annual Software Support Jul-Dec 2017	620-51411-212-000	07/28/2017	12440	722.55
CIVIC SYSTEMS LLC	CVC15431	Semi-Annual Software Support Jul-Dec 2017	700-58500-212-000	07/28/2017	12440	722.55
Total CIVIC SYSTEMS LLC:						4,817.00
DIGGERS HOTLINE INC						
DIGGERS HOTLINE INC	170 6 62501	June 2107 Diggers Locates	600-56730-340-000	07/28/2017	12441	151.08
DIGGERS HOTLINE INC	170 6 62501	2017 Diggers Hotline	620-53441-340-000	07/28/2017	12441	151.08
DIGGERS HOTLINE INC	170 6 62501	June 2107 Diggers Locates	700-58310-340-000	07/28/2017	12441	151.09

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
Total DIGGERS HOTLINE INC:						453.25
EMPLOYEE RESOURCE CENTER INC						
EMPLOYEE RESOURCE CENTER INC	0617-9128	EAP Services for June	100-51410-291-000	07/28/2017	12442	114.12
Total EMPLOYEE RESOURCE CENTER INC:						114.12
FAIR MARKET ASSESSMENTS LLC						
FAIR MARKET ASSESSMENTS LLC	JUL 2017	Assessor Services for July	100-51530-290-000	07/28/2017	12443	3,100.00
FAIR MARKET ASSESSMENTS LLC	JUL 2017	Assessor Services for June - balance due	100-51530-290-000	07/28/2017	12443	100.00
Total FAIR MARKET ASSESSMENTS LLC:						3,200.00
FLY-ME FLAG CO						
FLY-ME FLAG CO	883	HDT-2 Double Truck Pulley, Vinyl Snap Cover	100-52200-353-000	07/28/2017	12444	243.87
FLY-ME FLAG CO	883	HDT-2 Double Truck Pulley, Vinyl Snap Cover	100-51600-390-000	07/28/2017	12444	243.87
Total FLY-ME FLAG CO:						487.74
FOX SPECIALTY CO LLC						
FOX SPECIALTY CO LLC	36007	cleaning supplies	100-52200-350-000	07/28/2017	12445	36.00
Total FOX SPECIALTY CO LLC:						36.00
GAT SUPPLY INC						
GAT SUPPLY INC	318644-1	marking spray paint	700-58310-340-000	07/28/2017	12446	299.80
GAT SUPPLY INC	316644-1	marking spray paint	600-56730-340-000	07/28/2017	12446	299.80
GAT SUPPLY INC	318644-1	marking spray paint	620-53441-340-000	07/28/2017	12446	299.80
Total GAT SUPPLY INC:						899.40
GRAINGER						
GRAINGER	9480380964	Solenoids for cla-val in pump house	600-56140-340-000	07/28/2017	12447	194.90
Total GRAINGER:						194.90
GREAT LAKES TV-SEAL INC						
GREAT LAKES TV-SEAL INC	18233	2017 Seal Leaking Manholes	700-58310-290-000	07/28/2017	12448	5,077.28

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
Total GREAT LAKES TV-SEAL INC:						5,077.28
GREEN BAY SCHOOL DISTRICT						
GREEN BAY SCHOOL DISTRICT	JUN 2017	Mobile Home Taxes for June	100-24800-000-000	07/28/2017	12449	7,793.77
Total GREEN BAY SCHOOL DISTRICT:						7,793.77
GREEN BAY, CITY OF						
GREEN BAY, CITY OF	110121	Weights & Measures Services	100-51420-290-000	07/28/2017	12450	4,134.38
Total GREEN BAY, CITY OF:						4,134.38
GUILLETTE, KYLE						
GUILLETTE, KYLE	07/10/2017	Uniform allowance	100-52200-135-000	07/28/2017	12451	137.91
GUILLETTE, KYLE	07/17/2017	Reimburse for Fire Inspector I Class/Test	100-52200-331-000	07/28/2017	12451	283.03
Total GUILLETTE, KYLE:						420.94
HARTER'S FOX VALLEY DISPOSAL						
HARTER'S FOX VALLEY DISPOSAL	193537	Curbside pickup	250-53620-290-000	07/28/2017	12452	23,531.94
HARTER'S FOX VALLEY DISPOSAL	193537	Curbside pickup	250-53635-290-000	07/28/2017	12452	14,426.58
Total HARTER'S FOX VALLEY DISPOSAL:						37,958.52
HAWKINS INC						
HAWKINS INC	4104518	150 lb Chlorine Cylinder Rental - June	600-56410-530-000	07/28/2017	12453	10.00
Total HAWKINS INC:						10.00
HYDRAULIC SERVICES INC						
HYDRAULIC SERVICES INC	43851	1/2" ISO-FF Coupler & Nipple #118 Backhoe	290-53314-352-000	07/28/2017	12454	109.46
Total HYDRAULIC SERVICES INC:						109.46
HYDROCORP						
HYDROCORP	43319	June 2017 Cross Connection Inspections	800-56010-290-000	07/28/2017	12455	2,213.00
Total HYDROCORP:						2,213.00

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
KONOP BEVERAGES INC						
KONOP BEVERAGES INC	287163	water cooler 2828	100-51600-340-000	07/28/2017	12456	27.00
KONOP BEVERAGES INC	90699851	Water - Fire Dept	100-52200-340-000	07/28/2017	12456	69.40
Total KONOP BEVERAGES INC:						96.40
MARTIN SYSTEMS INC						
MARTIN SYSTEMS INC	151030	Camera and server installation/configuration	100-51450-810-000	07/28/2017	12457	3,009.70
Total MARTIN SYSTEMS INC:						3,009.70
NORTHEAST WI TECHNICAL COLLEGE						
NORTHEAST WI TECHNICAL COLLEGE	SFT0000113671	Training - S Schaefer	100-52200-331-000	07/28/2017	12458	1,084.75
Total NORTHEAST WI TECHNICAL COLLEGE:						1,084.75
RIVER VALLEY TESTING CORP						
RIVER VALLEY TESTING CORP	36965	Professional Services for A-17	410-53315-822-999	07/28/2017	12459	1,160.59
RIVER VALLEY TESTING CORP	36965	Professional Services for A-17	100-53311-290-000	07/28/2017	12459	500.00
RIVER VALLEY TESTING CORP	36966	Professional Services for B-17	700-11070-000-948	07/28/2017	12459	400.00
RIVER VALLEY TESTING CORP	36966	Professional Services for B-17	410-53315-822-001	07/28/2017	12459	400.00
RIVER VALLEY TESTING CORP	36966	Professional Services for B-17	410-53430-000-001	07/28/2017	12459	238.37
Total RIVER VALLEY TESTING CORP:						2,698.96
ROBERT E LEE & ASSOCIATES INC						
ROBERT E LEE & ASSOCIATES INC	72298	Native Planting of Bedford Heights Pond	620-53441-290-000	07/28/2017	12460	1,285.00
ROBERT E LEE & ASSOCIATES INC	72299	Native Planting for Fire Station Ponds	620-53441-290-000	07/28/2017	12460	543.75
Total ROBERT E LEE & ASSOCIATES INC:						1,828.75
SCHENCK BUSINESS SOLUTIONS						
SCHENCK BUSINESS SOLUTIONS	SC10145851	Final Payment for 2016 Year End Audit	100-51510-211-000	07/28/2017	12461	557.60
SCHENCK BUSINESS SOLUTIONS	SC10145851	Final Payment for 2016 Year End Audit	600-59230-211-000	07/28/2017	12461	565.80
SCHENCK BUSINESS SOLUTIONS	SC10145851	Final Payment for 2016 Year End Audit	620-51500-211-000	07/28/2017	12461	250.10
SCHENCK BUSINESS SOLUTIONS	SC10145851	Final Payment for 2016 Year End Audit	700-58500-211-000	07/28/2017	12461	565.80
SCHENCK BUSINESS SOLUTIONS	SC10145851	Final Payment for 2016 Year End Audit	290-59900-290-000	07/28/2017	12461	47.15
SCHENCK BUSINESS SOLUTIONS	SC10145851	Final Payment for 2016 Year End Audit	440-56600-211-000	07/28/2017	12461	63.55
Total SCHENCK BUSINESS SOLUTIONS:						2,050.00

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
SHERWIN WILLIAMS						
SHERWIN WILLIAMS	9798-2	field paint	100-55200-340-000	07/28/2017	12462	361.50
Total SHERWIN WILLIAMS:						361.50
SINKLER, JOHN						
SINKLER, JOHN	07/07/2017	Clothing allowance	100-52200-135-000	07/28/2017	12463	41.94
Total SINKLER, JOHN:						41.94
SUPERIOR CHEMICAL CORP						
SUPERIOR CHEMICAL CORP	163806	Armor Plate Coating	290-53311-340-000	07/28/2017	12464	124.22
SUPERIOR CHEMICAL CORP	163806	Swipes XT waterless skin cleaner	290-53311-340-000	07/28/2017	12464	185.82
SUPERIOR CHEMICAL CORP	164623	Return armor plate coating	100-53311-340-000	07/28/2017	12464	179.23
Total SUPERIOR CHEMICAL CORP:						130.81
TDS TELECOM						
TDS TELECOM	JUL 2017	Telephone charges - 3100 Eaton 920-884-1080	100-51450-223-000	07/28/2017	12465	763.65
TDS TELECOM	JUL 2017	Telephone charges - 2828 Allouez 920-468-5225	100-51450-223-000	07/28/2017	12465	835.23
Total TDS TELECOM:						1,598.88
TILOT OIL LLC						
TILOT OIL LLC	136853	55 gallon drum 10w30 oil	290-53311-340-000	07/28/2017	12466	671.55
TILOT OIL LLC	638562	500.2 Gallons Diesel Fuel	290-53311-342-000	07/28/2017	12466	1,147.71
TILOT OIL LLC	638563	740 gallons unlead regular gas	290-53311-342-000	07/28/2017	12466	1,462.24
TILOT OIL LLC	638575	diesel fuel for recycle-compost site June 2017	250-53636-340-000	07/28/2017	12466	411.18
TILOT OIL LLC	638590	diesel fuel for recycle-compost site June 2017	250-53636-340-000	07/28/2017	12466	607.41
TILOT OIL LLC	638600	diesel fuel for recycle-compost site June 2017	250-53636-340-000	07/28/2017	12466	331.90
Total TILOT OIL LLC:						4,631.99
WORD WORKS						
WORD WORKS	JUN 2017	Village Board Minutes for June	100-51420-290-000	07/28/2017	12467	310.00
Total WORD WORKS:						310.00
XYLEM WATER SOLUTIONS USA INC						
XYLEM WATER SOLUTIONS USA INC	3556964832	Impeller for Big Creek Lift Station	700-58320-357-000	07/28/2017	12468	2,044.40

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Total XYLEM WATER SOLUTIONS USA INC:						2,044.40
KROPP TRUCKING INC						
KROPP TRUCKING INC	22031	10.5 Yds. screened black dirt	100-53311-357-000	06/29/2017	55691	189.00
KROPP TRUCKING INC	22031	10.5 Yds. screened black dirt	100-53311-357-000	07/12/2017	55691	189.00
Total KROPP TRUCKING INC:						.00
BROWN COUNTY HIGHWAY COMMISSION						
BROWN COUNTY HIGHWAY COMMIS	PERMIT	ROW Permit for 3100 Eaton Road	100-52200-810-001	06/28/2017	55729	75.00
Total BROWN COUNTY HIGHWAY COMMISSION:						75.00
POSTMASTER						
POSTMASTER	JUNE2017	Postage for June Utility Bills	620-51411-311-000	06/30/2017	55730	289.68
POSTMASTER	JUNE2017	Postage for June Utility Bills	700-58400-311-000	06/30/2017	55730	289.68
POSTMASTER	JUNE2017	Postage for June Utility Bills	250-53835-311-000	06/30/2017	55730	289.68
POSTMASTER	JUNE2017	Postage for June Utility Bills	600-59030-311-000	06/30/2017	55730	289.68
Total POSTMASTER:						1,158.72
GREAT WEST						
GREAT WEST	PR0702171	DEFERRED COMP-WDC-ROTH Pay Period: 7/2/2017	100-21520-000-000	07/11/2017	55731	150.00
GREAT WEST	PR0702171	DEFERRED COMP-WDC-ROTH Pay Period: 7/2/2017	100-21522-000-000	07/11/2017	55731	100.00
GREAT WEST	PR0702171	DEFERRED COMP-WDC Pay Period: 7/2/2017	100-21522-000-000	07/11/2017	55731	1,406.80
Total GREAT WEST:						1,656.80
SELNER TREE & SHRUB CARE LLC						
SELNER TREE & SHRUB CARE LLC	1748	annual tree removal	100-56910-290-000	07/11/2017	55732	3,480.00
Total SELNER TREE & SHRUB CARE LLC:						3,480.00
BELLEVUE WATER UTILITY						
BELLEVUE WATER UTILITY	JUN 2017	June Utility Bills	100-51600-222-000	07/13/2017	55733	1,298.51
BELLEVUE WATER UTILITY	JUN 2017	June Utility Bills	100-55200-222-000	07/13/2017	55733	699.10
BELLEVUE WATER UTILITY	JUN 2017	June Utility Bills	600-56230-222-000	07/13/2017	55733	69.90
Total BELLEVUE WATER UTILITY:						2,067.51

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BROWN COUNTY HIGHWAY COMMISSION						
BROWN COUNTY HIGHWAY COMMIS	1094	GV South	620-51411-215-000	07/13/2017	55734	734.11
Total BROWN COUNTY HIGHWAY COMMISSION:						734.11
BROWN COUNTY TREASURER						
BROWN COUNTY TREASURER	2017-0000020	Aerial Photo Contribution	100-56800-290-000	07/13/2017	55735	1,050.00
Total BROWN COUNTY TREASURER:						1,050.00
CORPORATE NETWORK SOLUTIONS INC						
CORPORATE NETWORK SOLUTIONS	52965	Go Daddy SSL Certificate Renewal	100-51450-224-000	07/13/2017	55736	250.00
Total CORPORATE NETWORK SOLUTIONS INC:						250.00
CREATIVE BRICK & CONCRETE						
CREATIVE BRICK & CONCRETE	710731	paver brick for VandenLangenBerg Plaza	430-55200-340-455	07/13/2017	55737	44.48
Total CREATIVE BRICK & CONCRETE:						44.48
GALLS AN ARAMARK CO LLC						
GALLS AN ARAMARK CO LLC	7721644	KYLE LAABS UNIFORMS	100-52200-135-000	07/13/2017	55738	140.38
Total GALLS AN ARAMARK CO LLC:						140.38
H AND S LLP ROOFING & SIDING						
H AND S LLP ROOFING & SIDING	05/09/2017	1811 roof leak	100-51600-290-000	07/13/2017	55739	350.00
Total H AND S LLP ROOFING & SIDING:						350.00
HOCKERS PLUMBING INC						
HOCKERS PLUMBING INC	40472	josten park repairs women's restroom	100-55200-351-000	07/13/2017	55740	820.00
Total HOCKERS PLUMBING INC:						820.00
MENARDS						
MENARDS	29536	Park supplies	100-52200-341-000	07/13/2017	55741	90.42
MENARDS	29930	Park supplies	100-52200-341-000	07/13/2017	55741	36.01
Total MENARDS:						126.43

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
NORTHERN ELECTRIC INC						
NORTHERN ELECTRIC INC	8085	josten park parking lot repair	100-55200-340-000	07/13/2017	55742	315.00
Total NORTHERN ELECTRIC INC:						315.00
NORTHERN METAL & ROOFING CO INC						
NORTHERN METAL & ROOFING CO INC	62589	roof leak repair on DPW garage	100-51600-390-000	07/13/2017	55743	553.26
Total NORTHERN METAL & ROOFING CO INC:						553.26
PATRICK L ZELZER AND ASSOCIATES						
PATRICK L ZELZER AND ASSOCIATE	ZEL-2017002204	Subpoena for Corbin La Pere Trial	100-51391-210-000	07/13/2017	55744	50.00
PATRICK L ZELZER AND ASSOCIATE	ZEL-2017002205	Subpoena for Kelsi Jo McDermid Trial	100-51391-210-000	07/13/2017	55744	50.00
PATRICK L ZELZER AND ASSOCIATE	ZEL-2017002206	Subpoena for Madison Barfield Trial	100-51391-210-000	07/13/2017	55744	20.00
PATRICK L ZELZER AND ASSOCIATE	ZEL-2017002240	Subpoena for Corbin La Pere Trial	100-51391-210-000	07/13/2017	55744	65.00
PATRICK L ZELZER AND ASSOCIATE	ZEL-2017002288	Subpoena for Madison Barfield Trial	100-51391-210-000	07/13/2017	55744	50.00
PATRICK L ZELZER AND ASSOCIATE	ZEL-2017002289	Subpoena for Cristal Mendoz Trial	100-51391-210-000	07/13/2017	55744	20.00
PATRICK L ZELZER AND ASSOCIATE	ZEL-2017002328	Subpoena for Ryan Meng Xiong Trial	100-51391-210-000	07/13/2017	55744	50.00
Total PATRICK L ZELZER AND ASSOCIATES:						305.00
S & S WORLDWIDE INC						
S & S WORLDWIDE INC	9707995	summer camp supplies (dodgeballs)	100-55300-340-000	07/13/2017	55745	304.69
Total S & S WORLDWIDE INC:						304.69
TIME WARNER CABLE						
TIME WARNER CABLE	07/02/2017	Internet Service - 3100 Eaton	100-51450-224-000	07/13/2017	55746	134.99
Total TIME WARNER CABLE:						134.99
U S BANCORP EQUIPMENT FINANCE INC						
U S BANCORP EQUIPMENT FINANCE	334446804	Monthly lease Konica 601, C353, 454E, C654 Copiers	100-51410-290-000	07/13/2017	55747	448.85
Total U S BANCORP EQUIPMENT FINANCE INC:						448.85
WEBER BOWLING & AWARDS						
WEBER BOWLING & AWARDS	3775	plaque for donation	100-55200-340-000	07/13/2017	55748	13.13
Total WEBER BOWLING & AWARDS:						13.13

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
WI DEPT OF JUSTICE - TIME						
WI DEPT OF JUSTICE - TIME	455TIME-0000001380	TIME System Access - Court (Qrtly Fee)	100-51200-210-000	07/13/2017	55749	300.00
Total WI DEPT OF JUSTICE - TIME:						300.00
WI DEPT OF NATURAL RESOURCES						
WI DEPT OF NATURAL RESOURCES	370-0000005710	(20) 5 gallon pails of Class A Foam	100-52200-340-000	07/13/2017	55750	1,103.03
Total WI DEPT OF NATURAL RESOURCES:						1,103.03
UNITED STATES POSTAL SERVICE (HASLER)						
UNITED STATES POSTAL SERVICE (H	07/14/2017	Postage for machine (TMS Acct #117557)	100-51410-311-000	07/14/2017	55751	3,000.00
Total UNITED STATES POSTAL SERVICE (HASLER):						3,000.00
AFLAC						
AFLAC	PR0702171	AFLAC PRE TAX Pay Period: 7/2/2017	100-21531-000-000	07/20/2017	55752	159.00
AFLAC	PR0716171	AFLAC PRE TAX Pay Period: 7/16/2017	100-21531-000-000	07/20/2017	55752	159.00
Total AFLAC:						318.00
DENMARK STATE BANK						
DENMARK STATE BANK	PR0702171	CHRISTMAS CLUB Pay Period: 7/2/2017	100-21560-000-000	07/20/2017	55753	430.00
DENMARK STATE BANK	PR0716171	CHRISTMAS CLUB Pay Period: 7/16/2017	100-21560-000-000	07/20/2017	55753	430.00
Total DENMARK STATE BANK:						860.00
GREAT WEST						
GREAT WEST	PR0716171	DEFERRED COMP-WDC-ROTH Pay Period: 7/16/2017	100-21520-000-000	07/20/2017	55754	150.00
GREAT WEST	PR0716171	DEFERRED COMP-WDC-ROTH Pay Period: 7/16/2017	100-21522-000-000	07/20/2017	55754	100.00
GREAT WEST	PR0716171	DEFERRED COMP-WDC Pay Period: 7/16/2017	100-21522-000-000	07/20/2017	55754	1,406.80
Total GREAT WEST:						1,656.80
GREEN BAY AREA PROFESSIONAL FF LOCAL 141						
GREEN BAY AREA PROFESSIONAL F	PR0716171	UNION DUES - PT Pay Period: 7/16/2017	100-21550-000-000	07/20/2017	55755	524.80
GREEN BAY AREA PROFESSIONAL F	PR0716171	UNION DUES - FT Pay Period: 7/16/2017	100-21550-000-000	07/20/2017	55755	366.60
Total GREEN BAY AREA PROFESSIONAL FF LOCAL 141:						891.40

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
A & D LAWCARE LLC						
A & D LAWCARE LLC	2792	Grass mowing violation - 2084 Skyview	100-52400-290-000	07/27/2017	55756	75.00
Total A & D LAWCARE LLC:						75.00
AIRGAS NORTH CENTRAL INC						
AIRGAS NORTH CENTRAL INC	9064498123	Acetylene Tank	100-53311-340-000	07/27/2017	55757	99.35
Total AIRGAS NORTH CENTRAL INC:						99.35
ALL CITY COMMUNICATIONS INC						
ALL CITY COMMUNICATIONS INC	4899893-070117	Answering Service for June	100-51450-223-000	07/27/2017	55758	181.40
Total ALL CITY COMMUNICATIONS INC:						181.40
ALLEN, STEVE						
ALLEN, STEVE	07/17/2017	Reimburse for Hotel expenses (Compost Training)	250-53635-340-000	07/27/2017	55759	164.00
Total ALLEN, STEVE:						164.00
AMERICAN CONSERVATION & BILLING SOLUTION						
AMERICAN CONSERVATION & BILLIN	7148	August 2017 AquaHawk	600-59230-212-000	07/27/2017	55760	550.00
Total AMERICAN CONSERVATION & BILLING SOLUTION:						550.00
ANTHEM BLUE CROSS BLUE SHIELD						
ANTHEM BLUE CROSS BLUE SHIELD	139381397	Health Insurance	100-21530-000-000	07/27/2017	55761	24,826.73
ANTHEM BLUE CROSS BLUE SHIELD	139381397	Health Insurance	100-13105-000-000	07/27/2017	55761	941.82
Total ANTHEM BLUE CROSS BLUE SHIELD:						25,768.35
ASHWAUBENON BOWLING ALLY						
ASHWAUBENON BOWLING ALLY	06/21/2017	bowling field trip 17	100-55300-290-000	07/27/2017	55762	318.75
Total ASHWAUBENON BOWLING ALLY:						318.75
AT & T						
AT & T	07/08/2017	Internet connection for Sensus Water Meters	600-59230-212-000	07/27/2017	55763	60.00
Total AT & T:						60.00

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
BARLOW PLANETARIUM						
BARLOW PLANETARIUM	071217	2017 Field Trip	100-55300-340-000	07/27/2017	55764	539.00
Total BARLOW PLANETARIUM:						539.00
BELSON COMPANY						
BELSON COMPANY	258533	paper towel dispenser	100-55200-350-000	07/27/2017	55765	33.35
Total BELSON COMPANY:						33.35
BIG MOUTH PARTNERSHIP						
BIG MOUTH PARTNERSHIP	07/20/2017	Rockin in Josten Concert 8/7/17	100-55300-290-000	07/27/2017	55766	1,900.00
Total BIG MOUTH PARTNERSHIP:						1,900.00
BROWN CNTY PORT & RESOURCE RECOVERY DEPT						
BROWN CNTY PORT & RESOURCE R	34576	Transfer station	250-53620-290-000	07/27/2017	55767	14,471.96
BROWN CNTY PORT & RESOURCE R	34576	MRF	250-53635-290-000	07/27/2017	55767	987.90
BROWN CNTY PORT & RESOURCE R	34576	Sharps collection for June	250-53635-340-000	07/27/2017	55767	22.82
Total BROWN CNTY PORT & RESOURCE RECOVERY DEPT:						13,506.88
BROWN COUNTY JAIL						
BROWN COUNTY JAIL	JUN 2017	Holding cell charges for June	100-51200-210-000	07/27/2017	55768	360.00
Total BROWN COUNTY JAIL:						360.00
BROWN COUNTY SHERIFF'S DEPT						
BROWN COUNTY SHERIFF'S DEPT	1700081	TSI Fit Tester rental	100-52200-290-000	07/27/2017	55769	100.00
BROWN COUNTY SHERIFF'S DEPT	1700092	Fuel for Police Cars - June	100-52100-342-000	07/27/2017	55769	1,164.62
BROWN COUNTY SHERIFF'S DEPT	1700092	Police car repairs - June	100-52100-352-000	07/27/2017	55769	1,047.09
BROWN COUNTY SHERIFF'S DEPT	1700093	2nd Qtr Police Services	100-52100-210-000	07/27/2017	55769	268,877.31
Total BROWN COUNTY SHERIFF'S DEPT:						271,189.02
BROWN COUNTY TREASURER						
BROWN COUNTY TREASURER	JUN 2017	Court Fines for June	100-45100	07/27/2017	55770	1,107.80
Total BROWN COUNTY TREASURER:						1,107.80

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
CAMPOS, ANGELICA						
CAMPOS, ANGELICA	07/03/2017	Refund park shelter deposit - Josten	100-46720	07/27/2017	55771	71.43
CAMPOS, ANGELICA	07/03/2017	Refund park shelter deposit - Josten	100-24213-000-000	07/27/2017	55771	3.57
Total CAMPOS, ANGELICA:						75.00
CARDMEMBER SERVICE						
CARDMEMBER SERVICE	JUN 2017	Office/operating supplies	100-51410-310-000	07/27/2017	55772	30.57
CARDMEMBER SERVICE	JUN 2017	Postage	100-51410-311-000	07/27/2017	55772	24.45
CARDMEMBER SERVICE	JUN 2017	WMCA Conference reg. - K Simons	100-51420-331-000	07/27/2017	55772	100.00
CARDMEMBER SERVICE	JUN 2017	CIB Conference reg. - D Kreuser	100-51200-331-000	07/27/2017	55772	150.00
CARDMEMBER SERVICE	JUN 2017	Rockin in Josten supplies	430-55200-340-455	07/27/2017	55772	108.61
CARDMEMBER SERVICE	JUN 2017	Youth Fun Run supplies	100-55300-340-000	07/27/2017	55772	63.81
CARDMEMBER SERVICE	JUN 2017	Youth Fun Run sponsorship sign	100-55300-340-000	07/27/2017	55772	15.00
CARDMEMBER SERVICE	JUN 2017	Park signs	100-55200-350-000	07/27/2017	55772	28.11
CARDMEMBER SERVICE	JUN 2017	Laminating expenses	100-55200-340-000	07/27/2017	55772	5.25
CARDMEMBER SERVICE	JUN 2017	Background check - PW/Parks Seasonal	100-55200-290-000	07/27/2017	55772	7.00
CARDMEMBER SERVICE	JUN 2017	Background check - FD	100-52200-290-000	07/27/2017	55772	20.00
CARDMEMBER SERVICE	JUN 2017	Employee badge holders	100-51410-310-000	07/27/2017	55772	37.64
CARDMEMBER SERVICE	JUN 2017	DPW Hiring Process expenses	100-53100-340-000	07/27/2017	55772	313.40
CARDMEMBER SERVICE	JUN 2017	Background check - Parks Seasonal	100-55200-290-000	07/27/2017	55772	7.00
CARDMEMBER SERVICE	JUN 2017	2017 ICMA annual conference - A Gorall	100-51410-331-000	07/27/2017	55772	665.00
CARDMEMBER SERVICE	JUN 2017	Employee lanyards	100-51410-310-000	07/27/2017	55772	172.00
CARDMEMBER SERVICE	JUN 2017	Rockin in Josten supplies	430-55200-340-455	07/27/2017	55772	83.73
CARDMEMBER SERVICE	JUN 2017	Bingo supplies	100-55350-340-425	07/27/2017	55772	23.88
CARDMEMBER SERVICE	JUN 2017	Supplies	100-55300-340-000	07/27/2017	55772	540.63
CARDMEMBER SERVICE	JUN 2017	CPR Training for Diana Neuses	100-55300-340-000	07/27/2017	55772	116.00
CARDMEMBER SERVICE	JUN 2017	Before/After School supplies	100-55300-340-000	07/27/2017	55772	38.88
CARDMEMBER SERVICE	JUN 2017	Summer Camp supplies	100-55300-340-000	07/27/2017	55772	309.49
CARDMEMBER SERVICE	JUN 2017	Batteries	100-52200-340-000	07/27/2017	55772	76.58
CARDMEMBER SERVICE	JUN 2017	Copy paper	100-52200-310-000	07/27/2017	55772	117.56
CARDMEMBER SERVICE	JUN 2017	WSFCA Conferce - D Wachholz	100-52200-135-000	07/27/2017	55772	125.00
CARDMEMBER SERVICE	JUN 2017	WSFCA Conferce - M Navin	100-52200-331-000	07/27/2017	55772	50.00
CARDMEMBER SERVICE	JUN 2017	National Night Out supplies	100-52100-340-000	07/27/2017	55772	295.00
CARDMEMBER SERVICE	JUN 2017	Vehicle maintenance - 2017 Explorer	100-52200-352-000	07/27/2017	55772	34.64
CARDMEMBER SERVICE	JUN 2017	Equipment maint. supplies	100-52200-353-000	07/27/2017	55772	38.01
CARDMEMBER SERVICE	JUN 2017	Phone charger	100-52200-353-000	07/27/2017	55772	19.99
CARDMEMBER SERVICE	JUN 2017	Operating supplies	600-56420-340-000	07/27/2017	55772	4.96
CARDMEMBER SERVICE	JUN 2017	Cable ties	600-56760-357-000	07/27/2017	55772	115.73
CARDMEMBER SERVICE	JUN 2017	Work zone & flagger safety	100-53311-331-000	07/27/2017	55772	160.00
CARDMEMBER SERVICE	JUN 2017	Operating supplies	600-56430-340-000	07/27/2017	55772	98.14

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
CARDMEMBER SERVICE	JUN 2017	Safety supplies	290-53311-340-000	07/27/2017	55772	349.86
CARDMEMBER SERVICE	JUN 2017	Chair & battery backup	600-56430-340-000	07/27/2017	55772	139.99
CARDMEMBER SERVICE	JUN 2017	Chair & battery backup	700-58320-340-000	07/27/2017	55772	139.99
Total CARDMEMBER SERVICE:						4,625.90
CARQUEST OF LIME KILN						
CARQUEST OF LIME KILN	2036-356031	fuse holder for #37 sweeper	290-53314-352-000	07/27/2017	55773	3.67
Total CARQUEST OF LIME KILN:						3.67
CASTRO, ANGI						
CASTRO, ANGI	07/03/2017	Refund park shelter deposit - Josten N	100-46720	07/27/2017	55774	71.43
CASTRO, ANGI	07/03/2017	Refund park shelter deposit - Josten N	100-24213-000-000	07/27/2017	55774	3.57
Total CASTRO, ANGI:						75.00
COUNTY RESCUE SERVICES INC						
COUNTY RESCUE SERVICES INC	2017-07	Rescue Services for July	100-52300-290-000	07/27/2017	55775	5,833.33
Total COUNTY RESCUE SERVICES INC:						5,833.33
EARTHLINK BUSINESS						
EARTHLINK BUSINESS	JUL 2017	Telephone charges - 1811 Allouez	100-51450-223-000	07/27/2017	55776	74.80
Total EARTHLINK BUSINESS:						74.80
FERGUSON WATERWORKS #1476						
FERGUSON WATERWORKS #1476	224131	75% of leak survey complete	600-56730-290-000	07/27/2017	55777	14,000.00
Total FERGUSON WATERWORKS #1476:						14,000.00
FIRST STUDENT INC						
FIRST STUDENT INC	11366204	field trip week 1	100-55300-340-000	07/27/2017	55778	240.00
Total FIRST STUDENT INC:						240.00
GALLS AN ARAMARK CO LLC						
GALLS AN ARAMARK CO LLC	7800483	KYLE LAABS UNIFORMS	100-52200-135-000	07/27/2017	55779	48.00

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
Total GALLS AN ARAMARK CO LLC:						48.00
GENES AUTO & TRUCK LLC						
GENES AUTO & TRUCK LLC	3068	Truck 18 fix power steering leak, replace water pump, thermostat, se	290-53312-352-000	07/27/2017	55780	154.16
GENES AUTO & TRUCK LLC	3105	Truck 18 fix power steering leak, replace water pump, thermostat, se	290-53312-352-000	07/27/2017	55780	322.82
Total GENES AUTO & TRUCK LLC:						476.98
GREEN BAY GLASS INC						
GREEN BAY GLASS INC	19777	Replace broken window at 1811	100-51600-390-000	07/27/2017	55781	214.92
Total GREEN BAY GLASS INC:						214.92
HD SUPPLY WATERWORKS LTD						
HD SUPPLY WATERWORKS LTD	H366200	(2) 1.5" C2 Water Meters	600-11070-000-997	07/27/2017	55782	1,954.66
HD SUPPLY WATERWORKS LTD	H391663	12" Hydrant Extension	600-11500-000-000	07/27/2017	55782	450.00
HD SUPPLY WATERWORKS LTD	H418685	1" Valve Box Risers	600-56730-357-000	07/27/2017	55782	122.40
HD SUPPLY WATERWORKS LTD	H418685	1.5" Valve Box Risers	600-56730-357-000	07/27/2017	55782	146.88
HD SUPPLY WATERWORKS LTD	H418685	2" Valve Box Risers	600-56730-357-000	07/27/2017	55782	171.36
HD SUPPLY WATERWORKS LTD	H418685	3" Valve Box Risers	600-56730-357-000	07/27/2017	55782	244.80
HD SUPPLY WATERWORKS LTD	H418685	4" Valve Box Risers	600-56730-357-000	07/27/2017	55782	134.64
HD SUPPLY WATERWORKS LTD	H453006	Brass Bushing for Well phos. feed	600-56140-340-000	07/27/2017	55782	64.74
HD SUPPLY WATERWORKS LTD	H453045	Brass Bushing for Phos. Feed System	600-56140-340-000	07/27/2017	55782	31.54
Total HD SUPPLY WATERWORKS LTD:						3,321.02
HOWARD, VILLAGE OF						
HOWARD, VILLAGE OF	9673	Calls for cart team - May	100-52100-290-000	07/27/2017	55783	60.00
HOWARD, VILLAGE OF	9673	Mileage for cart team - May	100-52100-330-000	07/27/2017	55783	42.80
HOWARD, VILLAGE OF	9673	Animal Control/Humane Officer wages for May	100-52100-290-000	07/27/2017	55783	205.88
HOWARD, VILLAGE OF	9673	Animal Control/Humane Officer mileage for May	100-52100-330-000	07/27/2017	55783	64.20
Total HOWARD, VILLAGE OF:						372.88
JOSKI SEWER CLEANING						
JOSKI SEWER CLEANING	1704	1811 Allouez sewer clean	100-51600-290-000	07/27/2017	55784	175.00
JOSKI SEWER CLEANING	1704	DeBroux Park urinal auger	100-55200-351-000	07/27/2017	55784	100.00
Total JOSKI SEWER CLEANING:						275.00

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
KROPP TRUCKING INC						
KROPP TRUCKING INC	22126	12 Yds. screened black dirt	100-53311-340-000	07/27/2017	55785	216.00
KROPP TRUCKING INC	22126	6 Yds. screened black dirt	100-55200-340-000	07/27/2017	55785	108.00
Total KROPP TRUCKING INC:						324.00
LINSSEN, KEN						
LINSSEN, KEN	07/06/2017	Refund park shelter deposit - Josten	100-46720	07/27/2017	55786	71.43
LINSSEN, KEN	07/06/2017	Refund park shelter deposit - Josten	100-24213-000-000	07/27/2017	55786	3.57
Total LINSSEN, KEN:						75.00
MCDERMID, KELSI						
MCDERMID, KELSI	07/11/2017	Witness fee - Barfield Trial 0G80TBGSH7 & 0G80TBGSH6	100-51200-340-000	07/27/2017	55787	14.28
Total MCDERMID, KELSI:						14.28
MENARDS						
MENARDS	30153	Propance for torches & soldering materials	620-53441-341-000	07/27/2017	55788	12.19
MENARDS	30324	Operating supplies	100-53311-340-000	07/27/2017	55788	46.81
MENARDS	30354	Cleaning supplies	100-53311-357-000	07/27/2017	55788	10.47
MENARDS	30576	Battery holder	100-52200-341-000	07/27/2017	55788	9.99
MENARDS	31001	Vehicle maintenance	290-53314-352-000	07/27/2017	55788	34.38
MENARDS	31012	Vehicle maintenance	290-53314-352-000	07/27/2017	55788	9.76
Total MENARDS:						123.60
MENDOZA, CRISTAL						
MENDOZA, CRISTAL	07/11/2017	Witness fee - Barfield Trial (0G80TBGSH7 & 0G80TBGSH6)	100-51200-340-000	07/27/2017	55789	5.10
Total MENDOZA, CRISTAL:						5.10
MILLER-BRADFORD & RISBERG INC						
MILLER-BRADFORD & RISBERG INC	W00377	repair ride control on backhoe 118	290-53314-352-000	07/27/2017	55790	279.58
Total MILLER-BRADFORD & RISBERG INC:						279.58
NAPA - CLOVER AUTO & TRUCK SUPPLY INC						
NAPA - CLOVER AUTO & TRUCK SUP	115747	4 oil filters and 2 air filters Case tractor Backhoe 118	290-53314-352-000	07/27/2017	55791	11.75
NAPA - CLOVER AUTO & TRUCK SUP	115748	4 oil filters and 2 air filters Case tractor Backhoe 118	290-53314-352-000	07/27/2017	55791	69.45
NAPA - CLOVER AUTO & TRUCK SUP	115900	4 oil filters and 2 air filters Case tractor Backhoe 118	290-53314-352-000	07/27/2017	55791	23.50

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
Total NAPA - CLOVER AUTO & TRUCK SUPPLY INC:						104.70
ON SITE REPAIR						
ON SITE REPAIR	4748	Repair Ladder 511 & U-511	100-52200-352-000	07/27/2017	55792	844.99
Total ON SITE REPAIR:						844.99
PACE ANALYTICAL SERVICES INC						
PACE ANALYTICAL SERVICES INC	1740038746	Lead/Copper Samples/Bac-T Samples	600-56420-290-000	07/27/2017	55793	100.00
PACE ANALYTICAL SERVICES INC	1740037046	Lead/Copper Samples/Bac-T Samples	600-56420-290-000	07/27/2017	55793	20.00
PACE ANALYTICAL SERVICES INC	1740037073	Lead/Copper Samples/Bac-T Samples	600-56420-290-000	07/27/2017	55793	625.00
PACE ANALYTICAL SERVICES INC	1740037074	Lead/Copper Samples/Bac-T Samples	600-56420-290-000	07/27/2017	55793	125.00
Total PACE ANALYTICAL SERVICES INC:						870.00
PREVEA WORKMED						
PREVEA WORKMED	110535	Drug testing - PW Dept	100-53311-291-000	07/27/2017	55794	38.85
Total PREVEA WORKMED:						38.85
PUBLIC ADMINISTRATION ASSOCIATES LLC						
PUBLIC ADMINISTRATION ASSOCIAT	C-11-17	Professional Services - Director of Public Works position	100-53100-340-000	07/27/2017	55795	8,234.76
Total PUBLIC ADMINISTRATION ASSOCIATES LLC:						8,234.76
RABAS, WENDY						
RABAS, WENDY	07/14/2017	Refund reg. fee - Youth Tennis Rising Stars	100-46740	07/27/2017	55796	30.00
Total RABAS, WENDY:						30.00
RENNERTS FIRE EQUIPMENT SERVICE INC						
RENNERTS FIRE EQUIPMENT SERVIC	37370	L511 repair/overhaul DSD Hale Pump	100-52200-352-000	07/27/2017	55797	8,868.48
RENNERTS FIRE EQUIPMENT SERVIC	37391	Returned ball shut-off valve	100-52200-352-000	07/27/2017	55797	2,449.30
Total RENNERTS FIRE EQUIPMENT SERVICE INC:						4,419.18
RIESTERER & SCHNELL INC						
RIESTERER & SCHNELL INC	1159832	Returned 16" chain saw bar	620-58910-341-000	07/27/2017	55798	3.00
RIESTERER & SCHNELL INC	1215175	Rod for Flail Mower	290-53314-352-000	07/27/2017	55798	61.00
RIESTERER & SCHNELL INC	1216680	2 cycle oil mix	290-53311-340-000	07/27/2017	55798	15.00

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
RIESTERER & SCHNELL INC	1216680	2 cycle oil mix	290-53311-340-000	07/27/2017	55798	23.40
RIESTERER & SCHNELL INC	1216682	V- Belt	290-53314-352-000	07/27/2017	55798	76.24
RIESTERER & SCHNELL INC	1216686	ROD	290-53315-352-000	07/27/2017	55798	61.00
Total RIESTERER & SCHNELL INC:						233.64
ROBB, ERNIE						
ROBB, ERNIE	07/12/2017	Overpayment on final utility bill - 3263 Barkwood Cir	600-11005-000-000	07/27/2017	55799	15.60
Total ROBB, ERNIE:						15.60
STATE OF WI COURT FINES & SURCHARGES						
STATE OF WI COURT FINES & SURCH	JUN 2017	Court Fines for June	100-45100	07/27/2017	55800	3,893.72
Total STATE OF WI COURT FINES & SURCHARGES:						3,893.72
TIME WARNER CABLE						
TIME WARNER CABLE	07/12/2017	Internet Service - 1811 Allouez Ave	100-51450-224-000	07/27/2017	55801	95.00
Total TIME WARNER CABLE:						95.00
TYLER TECHNOLOGIES INC						
TYLER TECHNOLOGIES INC	045-196065	ExecuTime Software Maintenance and Support	420-51450-810-000	07/27/2017	55802	3,850.00
Total TYLER TECHNOLOGIES INC:						3,850.00
UNIFORM SHOPPE OF GREEN BAY INC						
UNIFORM SHOPPE OF GREEN BAY IN	267667	Uniform shirt - S Schaefer	100-52200-135-000	07/27/2017	55803	129.90
UNIFORM SHOPPE OF GREEN BAY IN	267668	Uniform shirt - J Mlnarik	100-52200-135-000	07/27/2017	55803	188.00
UNIFORM SHOPPE OF GREEN BAY IN	268068	Name tag - S Schaefer	100-52200-135-000	07/27/2017	55803	25.90
Total UNIFORM SHOPPE OF GREEN BAY INC:						323.80
UNIVERSITY OF WISCONSIN-EXTENSION						
UNIVERSITY OF WISCONSIN-EXTENS	435965	Using Paser & WISLR to Manage Roads-K VanderLoop	100-53315-331-000	07/27/2017	55804	80.00
Total UNIVERSITY OF WISCONSIN-EXTENSION:						80.00
VALDEZ, YOANA						
VALDEZ, YOANA	07/03/2017	Refund park shelter deposit - Josten S	100-46720	07/27/2017	55805	71.43
VALDEZ, YOANA	07/03/2017	Refund park shelter deposit - Josten S	100-24213-000-000	07/27/2017	55805	3.57

Payee	Invoice Number	Description	Invoice GL Account	Check Issue Date	Check Number	Amount
Total VALDEZ, YOANA:						75.00
VANDEN PLAS, ETHAN						
VANDEN PLAS, ETHAN	06/16/2017	Reimburse for Adult & Pediatric First Aid/CPR/AED	100-55300-340-000	07/27/2017	55806	116.00
Total VANDEN PLAS, ETHAN:						116.00
WEBER BOWLING & AWARDS						
WEBER BOWLING & AWARDS	3994	Name plate	100-55100-290-000	07/27/2017	55807	13.79
Total WEBER BOWLING & AWARDS:						13.79
WISCONSIN MEDIA						
WISCONSIN MEDIA	644776	Publications	100-51420-321-000	07/27/2017	55808	218.44
Total WISCONSIN MEDIA:						218.44
Grand Totals:						566,290.03

Report Criteria:

Report type: GL detail

[Report]. Check Number = 12426-12488,55729-55808,12416,55891

BELLEVUE VILLAGE BOARD MEETING
July 12, 2017 – 6:30 P.M.
3100 Eaton Road, Green Bay, WI

CALL TO ORDER

The Bellevue Village Board Meeting was called to order by President Steve Soukup at 6:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll Call taken as follows:

Present: Daul, Gauthier, Kaster, Katers, Soukup

Also Present: Angela Gorall, Karen Simons, Andrew Vissers, Jack Mlnarik, Stephanie Schlag, Trevor Bilgo, Jared Heyn, Thad Majkowski, Sheriff John Gossage, Other Interested Parties

Public Count: 5

A. AGENDA APPROVAL

Motion made by Kaster, seconded by Katers to approve the Agenda.

MOTION UNANIMOUSLY APPROVED

B. CONSENT AGENDA

1. Approval of the Bills:

Motion made by Kaster, seconded by Daul to approve the bills dated June 26th thru July 14th, 2017 in the amount of \$341,142.24.

MOTION UNANIMOUSLY APPROVED

2. Approval of the Village Board Meeting Minutes of 6/28/17.

Motion made by Kaster, seconded by Daul to approve the Village Board Meeting Minutes of 6/28/17 as presented.

MOTION UNANIMOUSLY APPROVED

3. Engineer's Report, July 2017

a. Contract B-17-2017 Sanitary Sewer/Roadway Reconstruction

Approve Pay Request No. 2 (\$119,903.15)

Approve Change Order No. 2 (decrease \$8,539.00)

b. Contract A-17-2017 Paving Construction Rebid

Approve Pay Request No. 1 (\$302,263.18)

Motion made by Kaster, seconded by Daul to approve the July 2017 Engineer's Report:

a. Contract B-17-2017 Sanitary Sewer/Roadway Reconstruction

Approve Pay Request No. 2 (\$119,903.15);

Approve Change Order No. 2 (decrease \$8,539.00)

b. Contract A-17-2017 Paving Construction Rebid

Approve Pay Request No. 1 (\$302,263.18)

MOTION UNANIMOUSLY APPROVED

4. **Operator's Licenses**
Motion made by Kaster, seconded by Daul to approve the Operator's Licenses for the following: Bryce D. Buboltz, Rhonda R. DeMoulin, Dominic J. McClain, Emily D. Nimmer, and Thomas M. White.
MOTION UNANIMOUSLY APPROVED
5. **Temporary Class B License Application – Prince of Peace Parish**
Motion made by Kaster, seconded by Daul to approve the Temporary Class B License Application – Prince of Peace Parish.
MOTION UNANIMOUSLY APPROVED
6. **Liquor License Applications Effective July 13, 2017 – June 30, 2018)**
Motion made by Kaster, seconded by Daul to approve Liquor License Applications (Effective July 13, 2017 through June 30, 2018).
MOTION UNANIMOUSLY APPROVED

C. PRESENTATIONS

1. **Presentation/Possible Action: Village Law Enforcement Staffing Review and 2018 Budget Prioritization.**

Administrator Gorall explained that as staff proceeds with the development of the 2018 Proposed Budget, it is necessary that the Village Board have an understanding of the commitment and prioritization of increasing law enforcement staffing. The following areas were highlighted:

Police Services Contract

The Village's current contract with the Sheriff's Office is through the end of 2018. In 2018, the total contracted amount is approximately \$1.1 million. A copy of the Village's existing contract can be provided upon request. The Sheriff's Office has been and is agreeable to amend the contract at any time to best meet the needs of the Village. As was proposed for the 2017 Budget, the addition of a full-time patrol officer is estimated to be approximately \$110,000.

Current Patrol Staffing

The Village currently has seven full-time officers assigned to the Village. Coverage is provided to the Village on three, eight hours shifts – 6 a.m. – 2 p.m. – 2 p.m. -10 p.m., and 10 p.m. – 6 a.m. to provide 24/7 coverage. Officers work a six days on and three days off rotation. (See packet material for other details.)

2015/2016 Law Enforcement Staffing Analysis & Current Staffing Issues

In May 2015, the Board was presented a detailed analysis of law enforcement staffing including details on current services, calls analysis, workload analysis, and recommendations. This report was created to provide the Board unbiased detailed facts and analysis on the staffing situation with the goal of answering the policy question, "How much law

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enforcement staffing, particularly patrol staffing, does the Village need to meet the mandatory and desired level of service to the community.

A chart is included in packet material covering officer utilization percentages for a sample period including report writing estimates by day of week. This results in a significant number of days which exceed the "60% rule". An accepted principle is that no more than 60% of patrol time be utilized by workload demands such as responding to calls and reports. In general, once officers reach this 50% level of utilization they cease to offer proactive policing and work in a reactionary mode. Information was also included comparing Bellevue to the Village of Howard.

The Village has been provided feedback from the County that the Village staffing situation has led to the need to provide officer relief to other County shifts, meaning not having officers work just Bellevue, due to potential for burn-out and essentially needing downtime from working other County shifts. Turnover of officers is a major concern, noting that having consistency in long-service officers can greatly improve addressing long term issues. The Village is able to pull services from the County as a whole to address needs, although this is becoming unsustainable and impacting countywide services and other municipalities.

The Board is being asked to consider these issues as if this was a Village department. Officers are viewed as Village staff in many ways and their focus is on serving the citizens in the same way as the Fire Department, Public Works, etc. Staff is requesting clear guidance and prioritization from the Village Board on funding for additional law enforcement staffing in the Proposed 2018 Budget.

Sheriff Gossage, although a resident of Bellevue, stated he does not insert himself in discussions regarding an increase in Village police staffing, believing that should be a Village decision. He does, however, encourage additional staffing, stating it has been frustrating for officers when responding to a call being asked why it took so long, noting that calls are triaged according to priority. Gossage stated it is the challenge and the goal of the Sheriff's Department to bring the best service to Bellevue.

He also pointed out that technology has been found to be burdensome in some ways, particularly in report writing, noting it takes a longer amount of time to complete with the growth and expansion of the Village. Sheriff Gossage replied that a new records management system was installed which has involved a learning curve, adding it may be possible to install software which would be helpful.

Gossage stated that an additional officer would work the 11 a.m. to 7 p.m. shift in order to assist with the volume of calls during that time period. Gossage stated he understands an additional officer would amount to approximately 9 cents per resident on the tax levy (3% to the tax base). Bellevue is one of five contracts within Brown County.

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Trustee Gauthier stated he was on the Police Advisory Team in 2004 when Green Bay was negotiating a contract with the Sheriff's Department and that it was \$900,000 plus at that time.

President Soukup stated he has been asked by various residents the benefit to the Village to have the Sheriff's office in Bellevue. Gossage replied there is more squad traffic and visibility, along with a solid base to the community to provide safety and security.

President Soukup questioned why there was a decrease in incidents in Bellevue in 2016.

Soukup noted that the law enforcement budget for the Village is at \$4.8 million including police cars, etc. with 25% for law enforcement, as compared to the Fire Department including County Rescue at 22.5% of that amount. Soukup stated that although he is looking to support the hiring of another officer, he would like to see the numbers.

Adm. Gorall noted that discussion by staff has resulted in support for the hiring of an additional officer, although has also resulted in potential cuts in other areas, specifically IT and special assessments. Gorall also pointed out there has not been a tax increase in recent years.

Trustee Kaster referred to DEO Bilgo's remarks regarding the cutting of theft protection by Walmart. Bilgo explained that much of this issue relates to staffing and internal issues.

Soukup indicated that in the last year the Board has prioritized their discussions in three areas, 1) assessments, 2) Fire Department, and 3) Law Enforcement. He is hopeful that the Village has brought in more revenue to help pay for these services.

Trustee Katers referred to staffing issues related to work load including reporting, higher numbers of issues with Walmart, calls in the GV area, etc. He also pointed out that progress has been made with assessments.

Trustee Kaster asked for information related to "problem properties" which was addressed by DEO Bilgo.

President Soukup referred to a concern he has with local law enforcement giving aid on state highways such as 172. Sheriff Gossage informed him there is presently a Bill under consideration which would allow smaller municipalities to apply for a COPS grant to help with additional positions. This grant was previously only available to larger communities.

Trustee Daul stated he would support additional staffing in law enforcement. He also thanked the Sheriff's Department for their partnership.

D. PUBLIC HEARINGS - None

E. PUBLIC COMMENT

Jill Bielinski – 3110 Manitowoc Road – Spoke to the issue of police protection and her concern with the statement, “minimum amount of patrol to meet demand”. She referred to an accident she was involved in on Manitowoc Road which resulted in law enforcement delay. As a result the offender left the scene. Although later intercepted at his home in Green Bay and arrested for DUI and leaving the scene, the matter went through the Green Bay court system. She is in support of raising the tax rate 9 cents for protection of the residents of the Village. Bielinski asked what the Board is going to do to ensure the safety of Village residents and staff, noting the recent safety incident before the Green Bay School Board.

Jackie Krull – 2133 Palmer Court – Owner of Pension Inc on Commercial Way Shared with the Board available management tools – “Expectations and Observations”, stating they can be used in any type of business organization to develop an expectation followed by an observation. The goal is to get the expectation and observation to match so that any gaps are filled. In addition, Krull noted that in the last year taxes were reduced by 1 cent resulting in no long term benefit. Then in mid-budget cycle 3 cents was added related to assessments which she would like to see made up. Krull stated she would ask the Board not to consider the 4 cents when dealing with the proposed 9 cents under discussion.

F. BROWN COUNTY REPORT

No report from Dave Kaster as Supervisor of the Brown County Board.

G. OLD BUSINESS:

1. Discussion/Possible Action: Continued Review of Commercial Way On-Street Parking Restrictions.

Administrator Gorall explained that staff has completed the development of an Official Traffic Map as required by Municipal Code S443.2. She pointed out there are several areas in the Village where there are on-street parking restrictions. Any amendments to the Official Map are required to be approved by resolution.

No parking areas highlighted on the new map include the areas of Costco, Eldorado/Windsor, McAuliffe Elementary School, Manitowoc Road, Central Drive, etc. Although not having seen parking or signs on the street in the area of Menards/ Festival, Gorall replied that area is not on the map.

President Soukup stated he had a conversation with the glass company who has been a concern. This business owner stated he has made adjustments and is looking into additional parking. Soukup informed him the Board got involved because of semis delivering to his business, maneuvering in the road and causing a potential safety hazard. Jackie Kull, owner of Pension, Inc., who is located two businesses away, was asked if she would be willing to give up five parking spots for a three month period. Krull replied she would need to discuss this matter with her other partners.

Trustee Kaster asked why there was not a problem in the past, and Soukup informed him the company has more business this year. The company has been asked to use smaller trucks for delivery, however, that is not always possible. As there are options, Soukup opined that this issue should be able to be revised between the business owners without having staff review the entire Village for parking restrictions.

Trustee Katers stated that with site design being a part of his career, noted it is usual to utilize your own property for travel, loading/unloading. It is unusual to have to use the street for this purpose. Asked if there was opportunity to have a parking lot/cross easement with the adjoining property (Mike's). He is not in support of placing no parking signs on this road.

In conclusion, President Soukup stated he would to go back to the owner of the glass business and ask him to contact Pension Inc to work out some type of rent agreement if possible for some parking spots. He will bring back to the Board in two weeks.

NEW BUSINESS:

1. Discussion/Possible Action: Staff Report on Emerald Ash Borer (EAB) Update and Budget Planning.

Stephanie Schlag explained that the Emerald Ash Borer (EAB) was discovered in the Village in April 2017. The Village currently has 1,064 ash trees in its park and street tree inventory. The number of private ash trees in the Village has not been inventoried. Once infested, an untreated ash tree can start displaying indications of infestation and decline in as little as 1-2 seasons. Staff is asking for direction from the Board on their desire of how they would like to see this problem best addressed so that staff is able to prepare and build the annual operating budget year to mirror the directive given.

Schlag explained that grant funded "buddy trees" have been planted alongside the diseased ash trees. As the ash trees are removed, the buddy trees will be in place. These "buddy trees" are a variety of several species.

Schlag noted that at EAB Readiness Plan was adopted by the Village Board in August 2015. This document is intended as a resource to help the Board and staff best mitigate the known devastation EAB will cause to the ash trees in the Village. This plan was reviewed by the Park Commission on May 8, 2017 at which time the following recommendations were made.

- Remove and replace ash trees with a combination of services which are most beneficial for the Village, utilizing staff and contracted services.
- Recommend to look at several locations for a potential nursery as a cost saving measure for future tree plantings.

- Recommend a dual purchase with the Public Works Department for a bucket truck as a capital investment for the Village rather than purchasing an aerial lift.
- Continue to budget, hire, and utilize seasonal staff and interns specific to forestry.
- Continue to treat heritage and specimen trees that were previously treated starting in 2015 and 2016, but do not recommend treating any additional ash trees.

Options & Analysis

As requested by the Board, staff has included a summary of how neighboring municipalities are addressing EAB. The Village's options to address EAB are to:

- Conduct all tree removals through contractors, or
- Conduct all tree removals through staff, or
- Combination of both.

Please see packet material for cost differences over a five year period for Option 1 vs. Option 2, along with Resident & Education Impacts.

Fiscal Impact

The current budget for 2017 for tree removal is split between the general operating budget and the stormwater utility. Tree removal and replacement can cost anywhere from \$350 (one tree with staff completing the removal) to \$1,100. While \$350 is a high cost, it is dependent upon demand and time of year. Some municipalities are choosing to purchase trees after nurseries have built up their stock and pricing and availability is more competitive and reasonable. \$1,100 is the cost to purchase a tree and for contracting removal. A table is provided in packet material outlining the current 2017 budget an anticipated work to be completed. It is noted that these funds are for any/all trees, not only specifically ash trees.

Trustee Daul confirmed the ash trees will not live without treatment at a cost of \$150 every other year, or \$75 per year.

President Soukup asked the projected budget with Adm. Gorall explaining trees will begin to decline fast, with the question being whether to be aggressive on the frontend or wait and spend a lot of money. Another component is whether to contract or commit staff.

Trustee Katers asked if the buddy tree program will continue with Ms. Schlag stating it will not proceed beyond next year. There is money budgeted for some replacement trees and staff will be monitoring prices.

Schlag stated that staff is asking the Board for guidance in order to develop a 2018 proposed and future budget. Soukup noted it appears that other communities have not set aside dollars for EAB and Schlag explained that although that may be right, their forestry budgets may be larger.

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Adm. Gorall stated that it has been the goal to inform the Board of the pending problem with EAB, noting that a budget may come forward specific to this problem. She emphasized that the question to the Board is whether to budget to treat for 10 to 20 trees a year or leave as long as possible, do every five years, or just wait until they are in extreme decline which would be the most costly.

Trustee Kaster referred to the Park Department recommendations above, proposing a combination of using both contract and staff.

Schlag addressed the DNR grant proposal for next year and the requirements, noting that the purchase of an aerial lift has not been well received, with the preference for a bucket truck.

Trustee Gauthier rounding the number of trees to 1,000 trees asked the location in the Village. Schlag brought up a map showing location and rating.

Trustee Gauthier requested information on ash trees in the Josten Park area. Schlag stated that buddy trees have been planted on Town Hall Road with others in the area requiring removal. When discussing numbers, Schlag indicated this information is a guideline and recommendation to the Board. If addressing trees over a 20 year period, Trustee Gauthier asked how it will be done. Schlag indicated that available equipment and time of year will be a factor

Trustee Katers had questions related to nurseries with Schlag explaining that some municipalities are choosing to purchase trees after nurseries have built up their stock and pricing and availability is more competitive and reasonable.

Trustee Gauthier stated he preferred that the Village take the aggressive approach.

Adm. Gorall noted this conversation is discussion only related.

2. Discussion/Possible Action: Staff Report and Update on CTH EA (South Huron Road) 2019 Construction Report.

Thad Majkowski explained that staff is proceeding to work with Brown County on the implementation of the CTH EA improvement project scheduled for 2019. It was explained that the project's design and implementation is at a critical point where input from the Village is necessary to ensure a successful result that also meets Boards expectations.

Details of the project were highlighted including:

- Sidewalks (1 side/2 sides), real estate/right-of-way acquisition, construction cost (50/50 share)
- Stormwater Management Plan

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- Layout Plan
- Road Type, and Location of Intersections
- Sanitary Sewer
- Water Main

Mr. Majkowski referred to the schedule provided by Paul Fontecchio, Brown County, of the CTH EA – Willow Road to STH 29 – STP Urban plan which was included in packet material as follows:

- June 2017 – Authorization to Begin Work
- August 2017 – 30% Plans and Estimate
- November 2017 – Public Information Meeting
- November 2017 – 60% Plans and Estimates
- December 2017 – Right-of-Way Plat
- February 2018 – 90% Plans and Estimates
- May 2018 – PS&E
- November 2018 – Let
- 2019 - Construction.

Adm. Gorall noted that a Public Information Meeting will be held in November.

I. STAFF REPORTS

1. Other Reports: Administrator, Other Staff Updates, and Board Comments

Administrator Gorall

Proposed 2018 Budget Review Schedule

The following is a proposed schedule for the Village's review and approval of the 2018 budget. Commitment is necessary from the Board on dates presented so that staff can meet Village Board's expectations.

August 2, 2017 – Special Village Board Meeting to review the Draft Proposed 2018-2022 Capital Improvement Plan.

August 9, 2017 – Regular Village Board Meeting – Closed Session to review the 2018 wage/salary recommendation for inclusion in proposed 2018 budget.

August 23, 2017 – Regular Village Board Meeting

September 1, 2017 – All final edits due by staff for the 2018 Proposed Budget.

September 13, 2017 – Regular Village Board Meeting to review Proposed 2018 Budgets for TIF Districts and some special funds.

September 27, 2017 – Regular Village Board Meeting to review Proposed 2018 Budgets for Village Utilities (water, sewer, stormwater).

October 2nd to 5th, and/or October 7, 2017 – Recommended for a special Village Board full day session to review the proposed 2018 Budget.

(Tentatively set for Monday, October 2nd starting at noon – 2nd choice 4 p.m.)

October 11, 2017 – Regular Village Board Meeting to continue proposed 2018 Budget review with approval to proceed to Public Hearing. After this date, staff will create the final version of the 2018 Budget.

Friday, October 20, 2017 – Final 2018 Budget document and binders created, distributed, and made available for public review.

October 25, 2017 – Regular Village Board Meeting – Continued budget discussion as needed (no formal edits accepted until Public Hearing).

November 8, 2017 – Regular Board Meeting – Public Hearing and Village Board adoption of 2018 Budget, including the 2018-2022 CIP.

Other Staff Updates:

Stephanie Schlag

- **Dog Park** - Park opened on June 4th. There have been 144 annual passes sold. Of 1500 envelopes, 500 have been used.
- **Youth Fun Run** – To be held Sunday.
- **Movie in the Park** – Jungle book
- **Stump Grinder** – To be delivered by the end of month.
- **Senior Social** – To be held at Community Center – 80 have registered.
- **DNR** - Inspection conducted of reclaimed land fill at Bel Meadow Park which was non-compliant in relationship to appropriate signage. Any future development to be approved by DNR.

President Soukup questioned the following:

- **Attendance at Bazooka Joe** put on by the Lions Club. Schlag indicated there were 250 people in attendance.
- **Moonrise Park** – Schlag explained that a Community Garden at this park is included in the CIP
- **Free Library at Bel Meadow Park** – 1st one in any of the Bellevue Parks

Thad Majkowski

- Manitowoc Road Project
- Town Hall Road Sidewalk

J. MATTERS TO BE PLACED ON NEXT AGENDA

K. CLOSED SESSION

1. Update/Discussion – TIF Districts/Development Negotiations. Per Wisconsin State Statutes 19.85 (1)(e), the Board may move to Closed Session when deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Motion made by Gauthier, seconded by Daul to move into Closed Session.

Roll Call: All Present.

MOTION UNANIMOUSLY APPROVED

Trustee Daul left the meeting at 10:02 p.m.

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Motion made by Gauthier, seconded by Katers to return to regular order of business. Roll Call: Soukup, Kaster, Katers, Gauthier
MOTION UNANIMOUSLY APPROVED

L. ADJOURNMENT:

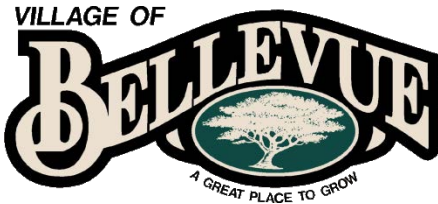
NEXT REGULAR MEETING: WEDNESDAY – July 26, 2017

Moved by Gauthier, seconded by Katers to adjourn at 11:05 p.m.
MOTION UNANIMOUSLY APPROVED

Respectfully submitted,

Karen M. Simons
Director of Finance/Clerk Treasurer

Rae G. Knippel
Transcription



VILLAGE OF BELLEVUE
PARK COMMISSION / TREE BOARD MINUTES

Village Hall / Public Safety Building
3100 Eaton Road, Bellevue, WI
June 12, 2017 6:00pm

1. Call Meeting to Order

Meeting called to order at 6:01pm.

2. Roll Call

Roger VandenLangenberg, Chair	<u> x </u>	Jack Schlag, Commissioner	<u> x </u>
Jill Bielinski, Commissioner	<u> x </u>	Ann Schreiber, Commissioner	<u>Excused</u>
Henry Kollross, Commissioner	<u>Excused</u>	Nathan Hoerning, Commissioner	<u> x </u>
William Mielke, Commissioner	<u> </u>		

Also in attendance: Stephanie Schlag, Parks Recreation and Forestry Director and Adam Waszak, Recreation Supervisor

3. Approve/Amend Agenda

Motion to approve agenda by J. Schlag. Motion seconded by J. Bielinski. Motion approved unanimously.

4. Consent Agenda *These items consist of non-controversial or "housekeeping" items required by law. Any Commission member making such request prior to a motion and vote on the Consent items may consider items individually.*

4.1. Approval of the May 8, 2017 Park Commission Meeting Minutes

4.2. Approval of the April 11, 2017 Senior Advisory Board Minutes

Motion to approve agenda by J. Bielinski. Motion seconded by N. Hoerning. Motion approved unanimously.

5. Old Business

5.1. Senior Advisory Board /Senior Programming Update

Jill asked for correction to add R. VandenLangenberg to bingo attendance.

5.2. Discussion/Action: Senior Advisory Board Appointment

Motion to reappoint P. Brault to Senior Advisory Board by R. VandenLangenberg. Motion seconded by J. Schlag.

Motion passed unanimously.

6. New Business

6.1. Discussion/Action: Request for park fee waiver for Chili Cook-Off from Optimist Club.

Motion to approve waiver of park rental fees for Bellevue East Town Optimist Chili Cook-Off for the weekend of August 26-27 by R. VandenLangenberg. Motion seconded by J. Schlag. Motion approved unanimously.

6.2. Discussion/Action: Review of 2018-2022 Parks CIP projects

Suggestion to look at renovation for Community Center kitchen for upcoming budget years. S. Schlag explained that would be in the Buildings and Grounds budget, and would look at adding that in a future CIP.

Commission members would like to see the Moonrise Park Conversion moved from 2019 to 2018. S. Schlag confirmed she would suggest/express the request during CIP planning meetings.

Motion to accept with suggested change (Moonrise Park Conversion to 2018 budget year) by J. Bielinski. Motion seconded by N. Hoerning. Motion accepted unanimously.

7. **Other**

7.1. Matters From The Public

7.2. Staff Updates

7.2.1. Dog park update

7.2.2. Removal of fence at Josten Park

- Staff requested clarification of history of why the chain link fence was initially installed along Town Hall Road. Staff asked for permission to remove fence, as staff time allows, now that there will be a sidewalk as an indicator that the road is nearby and that there no longer is a second ball diamond located near the road. Commission is supportive of removing the fence but would like to keep the chain across the access drive to deter people from utilizing the access drive to enter the park.

7.2.3. Youth Fun Run

7.2.4. Playful City USA Recipient

7.2.5. Summer Camp Update

7.3. Next Scheduled Regular Meeting: July 10, 2017 at Josten Park, 6:00pm.

8. **Adjourn**

9. **Motion to adjourn meeting by J. Bielinski. Motion seconded by J. Schlag. Motion accepted unanimously. Meeting adjourned at 6:58pm.**

*Respectively submitted June 13, 2017
Stephanie Schlag, Parks, Recreation & Forestry Director*

VILLAGE OF BELLEVUE
 CASH REPORT
 MONTH ENDING JUNE, 2017

	SHARED CKG ACCOUNT 001-11000	GENERAL INVESTMENTS 100-11102 - 100-11106	PAYROLL ACCOUNT 001-11001
BEGINNING BALANCE	\$ 51,026.75	\$ 1,517,634.48	\$ 300.00
DEPOSITS:			
RECEIPTS	\$ 187,710.02	\$ 7,549.53	
INTEREST	\$ 63.63	\$ 103.80	
TRANSFER	\$ 200,000.00	\$ 94,018.30	\$ 114,646.80
TRANSFER	\$ 410,144.37	\$ 11,195.96	
TRANSFER	\$ 1,100,000.00	\$ 71,759.44	
TOTAL CASH AVAILABLE	<u>\$ 1,948,944.77</u>	<u>\$ 1,702,261.51</u>	<u>\$ 114,946.80</u>
DISBURSEMENTS:			
VOUCHERS	\$ 1,652,245.16		\$ 114,646.80
PAYROLL TRANSFERS	\$ 114,646.80		
TRANSFER		\$ 200,000.00	
TRANSFER		\$ 546.83	
TRANSFER		\$ 2,094.00	
TOTAL DISBURSEMENTS	<u>\$ 1,766,891.96</u>	<u>\$ 202,640.83</u>	<u>\$ 114,646.80</u>
MONTH ENDING BALANCE	<u>\$ 182,052.81</u>	<u>\$ 1,499,620.68</u>	<u>\$ 300.00</u>

	PARK CAPITAL IMPROVEMENT 430-11106	DEBT SERVICE 300-11101	STORMWATER UTILITY 620-11102 - 620-11107
BEGINNING BALANCE	\$ 1,868.42	\$ 1,020,881.57	\$ 1,740,618.04
DEPOSITS:			
RECEIPTS		\$ 10,654.00	
INTEREST	\$ 1.43	\$ 547.64	\$ 329.92
TRANSFER	\$ 546.83	\$ 79,000.00	
TOTAL CASH AVAILABLE	<u>\$ 2,416.68</u>	<u>\$ 1,111,083.21</u>	<u>\$ 1,740,947.96</u>
DISBURSEMENTS:			
TRANSFER		\$ 94,018.30	\$ 16,560.37
TOTAL DISBURSEMENTS	<u>\$ -</u>	<u>\$ 94,018.30</u>	<u>\$ 16,560.37</u>
MONTH ENDING BALANCE	<u>\$ 2,416.68</u>	<u>\$ 1,017,064.91</u>	<u>\$ 1,724,387.59</u>

VILLAGE OF BELLEVUE
 CASH REPORT
 30-Jun-17

	CAPITAL PROJECTS 410-11102	WATER & SEWER GO REDEMPTION 600-11251	VOM ACCOUNT 290-11106
BEGINNING BALANCE	\$ 2,513,885.49	\$ 20,011.46	\$ 848,108.31
DEPOSITS:			
INTEREST	\$ 1,146.13	\$ 12.67	\$ 535.11
TOTAL CASH AVAILABLE	<u>\$ 2,515,031.62</u>	<u>\$ 20,024.13</u>	<u>\$ 848,643.42</u>
DISBURSEMENTS:			
TRANSFER	\$ 410,144.37		\$ 11,195.96
TOTAL DISBURSEMENTS	<u>\$ 410,144.37</u>	<u>\$ -</u>	<u>\$ 11,195.96</u>
MONTH ENDING BALANCE	<u>\$ 2,104,887.25</u>	<u>\$ 20,024.13</u>	<u>\$ 837,447.46</u>

	WATER & SEWER MONEY MARKET 600-11361	TID ACCOUNT 440-11106
BEGINNING BALANCE	\$ 2,961,112.47	\$ 515,418.35
DEPOSITS:		
INTEREST	\$ 1,703.31	\$ 327.95
TRANSFER	\$ 16,560.37	
TOTAL CASH AVAILABLE	<u>\$ 2,979,376.15</u>	<u>\$ 515,746.30</u>
DISBURSEMENTS:		
TRANSFER		\$ 71,759.44
TOTAL DISBURSEMENTS	<u>\$ -</u>	<u>\$ 71,759.44</u>
MONTH ENDING BALANCE	<u>\$ 2,979,376.15</u>	<u>\$ 443,986.86</u>

VILLAGE OF BELLEVUE
 CASH REPORT
 30-Jun-17

	WATER & SEWER REVENUE 600-11310	SEWER DNR REPLACEMENT 700-11250	TAX ACCOUNT 810-11102
BEGINNING BALANCE	\$ 739,418.25	\$ 295,667.88	\$ 951,695.07
DEPOSITS:			
RECEIPTS	\$ 606,025.48		\$ 7,730.78
INTEREST	\$ 89.77	\$ 187.16	\$ 606.38
TOTAL CASH AVAILABLE	<u>\$ 1,345,533.50</u>	<u>\$ 295,855.04</u>	<u>\$ 960,032.23</u>
DISBURSEMENTS:			
TRANSFER	\$ 1,100,000.00		
TRANSFER	\$ 79,000.00		
TOTAL DISBURSEMENTS	<u>\$ 1,179,000.00</u>	<u>\$ -</u>	<u>\$ -</u>
MONTH ENDING BALANCE	<u>\$ 166,533.50</u>	<u>\$ 295,855.04</u>	<u>\$ 960,032.23</u>

	PARK & RECREATION IMPACT FEES 210-11106	FIRE PROTECTION IMPACT FEES 220-11106	POLICE IMPACT FEES 240-11106
BEGINNING BALANCE	\$ 221,406.92	\$ 579.33	\$ 432.13
INTEREST	\$ 140.20	\$ 0.37	\$ 0.27
TRANSFER	\$ 2,094.00		
TOTAL CASH AVAILABLE	<u>\$ 223,641.12</u>	<u>\$ 579.70</u>	<u>\$ 432.40</u>
DISBURSEMENTS:			
TOTAL DISBURSEMENTS	\$ -	\$ -	\$ -
MONTH ENDING BALANCE	<u>\$ 223,641.12</u>	<u>\$ 579.70</u>	<u>\$ 432.40</u>

INTEREST YIELD FOR JUNE:	
DENMARK STATE BANK CHECKING	0.21%
DENMARK STATE BANK MONEY MARKET	0.30%
INVESTMENT POOL	0.77%
BANK FIRST MONEY MARKET	0.56%
BANK MUTUAL	0.15%
HUNTINGTON BANK MM	0.12%
BMO HARRIS/M & I MM	0.10%
AMERICAN DEPOSIT MANAGEMENT	0.77%
BANK FIRST NATIONAL	1.60%
BANK OF LUXEMBURG CD	1.05%
BANK OF LUXEMBURG CD	0.80%
COMMUNITY FIRST CREDIT UNION CD	1.30%



MEMORANDUM

Date: July 20, 2017

To: Angela Gorall, Village Administrator
Cc: Village Board
Fm: Karen Simons, Director of Finance/Clerk-Treasurer
Re: **OPERATOR'S LICENSES**

Please review the following for approval for an operator's license within the Village of Bellevue:

Drager, Sabrina N.
Deterville, Kathy M.
Forslund, Preston M.
Frease, Tina M.
Hesse, Barbara A.
Lasee, Gail P.
Lundt, Kathryn B.
Wenzel, Megan M.

KMS



MEMORANDUM

Date: July 14, 2017

To: Village Board
Fm: Angela Gorall, Village Administrator
Re: **SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT AND AMENDED AND RESTATED COOPERATION AGREEMENT REGARDING THE GREEN BAY AREA ROOM TAX (FINAL REVISIONS)**

BACKGROUND INFORMATION

The final revisions of the attached information have again been provided by Brown County and are necessary to proceed with planned implementation of changes to the room tax. As of the writing of this memo, all participating municipalities have either already approved or are scheduled to consider the same attachments.

At this time, there are no presenters scheduled to attend the meeting. Therefore, if there are questions please let me know prior to the meeting as possible. Included is an Executive Summary which has been provided by Brown County's Bond Counsel.

LEGAL REVIEW

The Village Attorney, along with other area municipal attorneys, has again continued to be informed on the attached documents and have reviewed collectively. Our Village Attorney has expressed no concerns or issues with the documents as presented.

REQUESTED MOTION

"Motion to APPROVE or DENY Second Amended and Restated Pledge and Security Agreement and the Amended and Restated Cooperation Agreement as revised and as presented."

ATTACHMENTS

- Executive Summary
- Amended and Restated Cooperation Agreement
- Second Amended and Restated Pledge and Security Agreement

AMENDMENTS TO ROOM TAX DOCUMENTS

07-13-2017 Executive Summary

1. Amendments to Cooperation Agreement
 - Expo Hall added as a Municipal Development which permits Room Tax revenues to be used to pay for its costs, including debt service
 - Ashwaubenon CDA, at the direction of the County, is authorized to issue bonds to finance the design and construction of the Expo Hall
 - The municipalities agree to enter into negotiations to develop a mutually acceptable agreement to implement a cost effective process to identify and collect unpaid room taxes
 - The term of the Cooperation Agreement is extended from 2029 to the final payment of the Expo Hall bonds

2. Amendments to Pledge and Security Agreement
 - County agrees to establish and fund (from sources other than Room Taxes) a new \$500,000 reserve account which can be used to make debt service payments on the bonds which financed the 2013 KI Convention Center expansion (KI Expansion bonds) if available Room Tax revenues are insufficient
 - The use of Room Tax revenues to pay debt service on the Expo Hall bonds is permitted once debt service on the KI Expansion bonds is paid
 - After debt service on the KI Expansion bonds and the Expo Hall bonds is paid, Room Tax revenues will be retained in the Room Tax Stabilization Fund until the balance is increased to \$7,000,000
 - To the extent there are available Room Tax revenues, additional payments will be made to the CVB, in an amount starting at \$200,000 in 2019 and increasing \$25,000 per year up to \$500,000, so long as the County and the CVB have agreed on the use of such additional funds and, from and after 2029, the balance in the Room Tax Stabilization Fund has reached \$7,000,000
 - Once the municipalities enter into an agreement on the collection of Room Taxes, the County shall direct the CVB to pay the collection costs in the amount set forth in that agreement
 - Starting in 2029, any Room Tax revenues remaining after debt service payments, the increase in the Room Tax Stabilization Fund to \$7,000,000 and the additional payments to the CVB will be distributed to the municipalities in proportion to the Room Taxes collected from lodging facilities located in each municipality
 - The term of the Pledge and Security Agreement will be extended to match the extended term of the Cooperation Agreement

AMENDED AND RESTATED COOPERATION AGREEMENT

THIS AMENDED AND RESTATED COOPERATION AGREEMENT (this "Agreement"), dated as of July 11, 2017, is by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard"), the VILLAGE OF BELLEVUE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Bellevue"), the VILLAGE OF SUAMICO, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Suamico," and collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard and Bellevue, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation (the "Green Bay RDA"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation (the "Ashwaubenon CDA," and together with the Green Bay RDA, the "Authorities").

RECITALS

The parties acknowledge the following:

A. The Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission and the Authorities are parties to the Cooperation Agreement dated as of July 1, 1999 (the "1999 Cooperation Agreement") which concerned the development and redevelopment of certain areas designated in the 1999 Cooperation Agreement as the "Improvement Areas" and the promotion and development of conventions and other forms of tourism within the Improvement Areas and, among other matters, provided for the pledging and utilization of "Room Tax Revenues" (as defined therein).

B. Subsequent to the execution of the 1999 Cooperation Agreement, Bellevue and Suamico became members of the Room Tax Commission.

C. Pursuant to the 1999 Cooperation Agreement:

(1) The Municipalities and Associated Bank Green Bay, National Association (as predecessor in interest to Associated Trust Company, National Association), as trustee (the "Trustee"), entered into the Pledge and Security Agreement dated as of July 1, 1999 (the "1999 Pledge and Security Agreement") which provided that all Room Tax Revenues would be deposited with the Trustee and allocated as provided therein;

(2) The Green Bay RDA's Lease Revenue Bonds, Series 1999A (Convention Center Project) (the "Green Bay RDA Series 1999 Bonds") financed the costs incurred in connection with the construction and development of a convention center and the

remodeling of conference facilities which comprise a portion of the KI Convention Center located in Green Bay (the Green Bay RDA Series 1999 Bonds were refunded by the Green Bay RDA's Lease Revenue Refunding Bonds, Series 2006 (Convention Center Project) (the "Green Bay RDA Series 2006 Bonds") and the Green Bay RDA Series 2006 Bonds were refunded by the Green Bay RDA's Taxable Lease Revenue Refunding Bonds, Series 2016 (KI Convention Center Project) (the "Green Bay RDA Series 2016 Bonds"));and

(3) The Ashwaubenon CDA's Lease Revenue Bonds, Series 1999A (Arena Project) (the "Ashwaubenon CDA Series 1999 Bonds") financed the costs incurred in connection with the design, construction, furnishing and equipping of an arena known as the Resch Center located in Ashwaubenon (certain maturities of the Ashwaubenon CDA Series 1999 Bonds were refunded by the Ashwaubenon CDA's Lease Revenue Refunding Bonds, Series 2002 (Arena Project) (the "Ashwaubenon CDA Series 2002 Bonds") and certain maturities of the Ashwaubenon CDA Series 2002 Bonds were refunded by the Ashwaubenon CDA's Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) (the "Ashwaubenon CDA Bonds (Brown County Resch Center Project) (the "Ashwaubenon CDA Series 2012 Bonds"))).

D. In 2012 the Municipalities and the County entered into the Addendum to 1999 Cooperation Agreement (the "2012 Addendum") which provided that the Municipalities would increase the room tax rate from 8% to 10% and, as contemplated therein, the Municipalities, the County, the Room Tax Commission and the Trustee entered into the Amended and Restated Pledge and Security Agreement dated as of July 1, 1999 (the "2012 Pledge and Security Agreement") which amended and restated the 1999 Pledge and Security Agreement and which permitted the Room Tax Revenues resulting from such increase in the room tax rate to be transferred to the Greater Green Bay Convention & Visitors Bureau, Inc. (the "CVB") unless a "Room Tax Deficiency" (as defined in the 1999 Cooperation Agreement) existed.

E. Pursuant to an Agreement Between Brown County and City of Green Bay For Surplus Net Room Taxes for KI Expansion, dated June 19, 2012, as amended by an Addendum #1 thereto, dated December 6, 2013 (the "County/City Agreement"), the County elected to maintain a balance of \$2,200,000 in the Room Tax Stabilization Fund (as defined in the 1999 Cooperation Agreement) in addition to the \$2,800,000 required to be held in the debt service reserve account for the Ashwaubenon CDA Bonds. The County agreed to pay to Green Bay and/or the Green Bay RDA, upon receipt from time to time of a requisition therefor, monies then on deposit in the Room Tax Stabilization Fund in excess of \$5,000,000 as of the date of such requisition to pay debt service on the Green Bay RDA's Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project) (together with any refunding bonds, the "KI Expansion Bonds") issued to pay the costs of the expansion to the KI Convention Center which was completed in 2015 (the "KI Expansion Project").

F. The County is proposing that the existing Brown County Veterans Memorial Arena be demolished and a new exposition center be constructed on the site (the "Expo Center") and desires to utilize Room Tax Revenues to provide financing for the payment of debt service on bonds issued by the Ashwaubenon CDA to finance the design and construction of the Expo Center.

G. The parties are willing to amend and restate the 1999 Cooperation Agreement in its entirety, and incorporate in this Agreement the applicable provisions of the 2012 Addendum and the County/City Agreement, and the execution and delivery of this Agreement has been duly and validly authorized by resolutions of the Municipalities, the County, the Room Tax Commission and the Authorities.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and agreements set forth below, the parties agree to amend and restate the 1999 Cooperation Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS

"2017 Pledge and Security Agreement" means the Second Amended and Restated Pledge and Security Agreement dated as of July 11, 2017 by and among the Municipalities, the Room Tax Commission, the County and the Trustee, incorporating the pledge of Net Room Taxes to the Municipal Development and payment of debt service on the Bonds and which amends and restates the 2012 Pledge and Security Agreement, as such agreement may be amended, modified, supplemented or restated from time to time.

"Additional Municipality" means any Non-Party Municipality within the Tourism Zone as identified in the Room Tax Act which following the executing of this Agreement becomes a member of the Room Tax Commission and which pursuant to Section 5.08 becomes a Municipality hereunder.

"Ashwaubenon CDA Bonds" means, collectively, (a) the Ashwaubenon CDA Bonds (Brown County Resch Center Project) and (b) any Ashwaubenon CDA Bonds (Brown County Expo Center Project) issued by the Ashwaubenon CDA; in each case which are outstanding on the relevant date and which financed property leased by the Ashwaubenon CDA to the County pursuant to an Ashwaubenon Lease.

"Ashwaubenon CDA Bonds (Brown County Expo Center Project)" means the (a) lease revenue bonds to be issued by the Ashwaubenon CDA pursuant to the Ashwaubenon Indenture (Brown County Expo Center Project), in one or more series, to finance the costs of the Expo Center project in such amount determined to be necessary by the County, based on the scope of work and the bid process to be undertaken by Ashwaubenon, the Ashwaubenon CDA and/or the County, and (b) any refunding bonds subsequently issued by the Ashwaubenon CDA which refinance property leased by the Ashwaubenon CDA to the County pursuant to the Ashwaubenon Lease (Expo Center), in each case which are outstanding on the relevant date.

"Ashwaubenon CDA Bonds (Brown County Resch Center Project)" means (a) the Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) issued by the Ashwaubenon CDA on March 29, 2012 in the aggregate principal amount of \$35,660,000 pursuant to the Ashwaubenon Indenture (Brown County Resch Center Project) and

(b) any refunding bonds subsequently issued by the Ashwaubenon CDA which refinance property leased by the Ashwaubenon CDA to the County pursuant to the Ashwaubenon Lease (Resch Center), in each case which are outstanding on the relevant date.

"Ashwaubenon Development" means the development and redevelopment undertakings described in Exhibit A hereto as the Ashwaubenon Development.

"Ashwaubenon Improvement Area" means the area depicted or described in Exhibit C here to as the Ashwaubenon Improvement Area.

"Ashwaubenon Indenture" means, as the context may require, the Ashwaubenon Indenture (Brown County Expo Center Project), the Ashwaubenon Indenture (Brown County Resch Center Project), or both such indentures.

"Ashwaubenon Indenture (Brown County Expo Center Project)" means the Indenture of Trust to be entered into by and between the Ashwaubenon CDA and the Trustee with respect to the Ashwaubenon CDA Bonds (Brown County Expo Center Project), as amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Indenture (Brown County Resch Center Project)" means the Indenture of Trust dated as of December 1, 1999, as supplemented by the First Supplemental Indenture of Trust dated as of May 1, 2002 and the Second Supplemental Indenture of Trust dated as of March 1, 2012, by and between the Ashwaubenon CDA and the Trustee with respect to the Ashwaubenon CDA Bonds (Brown County Resch Center Project), as further amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Lease" means, as the context may require, the Ashwaubenon Lease (Expo Center), the Ashwaubenon Lease (Resch Center), or both such leases.

"Ashwaubenon Lease (Expo Center)" means the instrument of lease to be entered into by the Ashwaubenon CDA and the County with respect to the Expo Center as described in Section 4.03, as amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Lease (Resch Center)" means Lease dated as of December 1, 1999, as supplemented by the First Supplement to Lease (Additional Bonds) dated as of May 1, 2002 and the Second Supplement to Lease (Additional Bonds) dated as of March 1, 2012, between the Ashwaubenon CDA, as lessor, and the County, as lessee, with respect to the Resch Center, as further amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Plan" means the Ashwaubenon CDA's Redevelopment Plan, approved April 17, 1998, as amended from time to time pursuant to the Redevelopment Act.

"Auditing and Collection Agreement" shall have the meaning assigned in Section 8.13.

"Bonds" means collectively the Ashwaubenon CDA Bonds and the Green Bay RDA Bonds.

"Bond Year" means the period beginning June 1 of a year and ending May 31 of the following year.

"CVB" means the Greater Green Bay Convention & Visitors Bureau, Inc. (formerly known as the Green Bay Area Visitor & Convention Bureau, Inc.), a Wisconsin nonprofit corporation and a "tourism entity" within the meaning of the Room Tax Act.

"Effective Date" is defined in Section 8.14.

"Expo Center" means a facility intended to have approximately 100,000 plus square feet of hard (e.g., concrete) free-span exposition floor space with high ceilings designed for large-scale public or private trade shows, exhibitions and sporting events, including necessary support and service facilities which may include, but are not limited to, the following: retractable arena style seating, an ice sheet, concessions, storage areas and offices. The Expo Center will replace the existing Brown County Memorial Veterans Arena, Shopko Hall, and Hall of Fame, and will be connected to the Resch Center.

"Governing Body" (i) when used with reference to the Municipalities, means the Common Council, Village Board or other legislative body of the Municipalities, (ii) when used with reference to the County, means the Board of Supervisors or other legislative body of the County, (iii) when used with reference to the Room Tax Commission, means the Commissioners or other legislative body of the Room Tax Commission and (iv) when used with reference to the Authorities, means the Commissioners or other legislative body of the Authorities.

"Governing Body Authorization" means the Governing Body Authorizations described in the 1999 Cooperation Agreement and the following Governing Body Authorizations and approvals made and given pursuant to the Redevelopment Act, Room Tax Act, and Section 66.0301, Wis. Stats.:

(i) when used with reference to Green Bay, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Green Bay's Governing Body in July or August, 2017;

(ii) when used with reference to De Pere, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by De Pere's Governing Body in July or August, 2017;

(iii) when used with referend to Allouez, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Allouez's Governing Body in July or August, 2017:

(iv) when used with reference to Ashwaubenon, means the resolution r in support of this specific Amended and Restated Cooperation Agreement adopted by Ashwaubenon's Governing Body in July or August, 2017;

(v) when used with reference to Howard, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Howard's Governing Body in July or August, 2017;

(vi) when used with reference to Bellevue, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Bellevue's Governing Body in July or August, 2017;

(vii) when used with reference to Suamico, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Suamico's Governing Body in July or August, 2017;

(viii) when used with reference to the Room Tax Commission, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Room Tax Commission's Governing Body in July or August, 2017;

(ix) when used with reference to the Ashwaubenon CDA, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Ashwaubenon CDA's Governing Body in July or August, 2017;

(x) when used with reference to the Green Bay RDA, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Green Bay RDA's Governing Body in July or August, 2017; and

(xi) when used with reference to Brown County, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Brown County's Governing Body in July or August, 2017.

"Green Bay Development" means the development and redevelopment undertakings described in Exhibit A hereto as the Green Bay Development.

"Green Bay Improvement Area" means the area depicted or described in Exhibit C hereto as the Green Bay Improvement Area.

"Green Bay Indenture" means Indenture of Trust dated as of July 1, 1999, as supplemented by the First Supplement to Indenture of Trust dated as of March 1, 2006 and the Second Supplement to Indenture of Trust dated as of April 1, 2016, by and between the Green Bay RDA and the Trustee with respect to the Green Bay RDA Bonds, as further amended or supplemented from time to time pursuant to the terms thereof.

"Green Bay Lease" means the Lease dated as of July 1, 1999, as supplemented by the First Supplement to Lease (Additional Bonds) dated as of March 1, 2006, the Second Supplement to Lease dated as of December 1, 2013 and the Third Supplement to Lease dated as of April 1, 2016, as further amended or supplemented from time to time pursuant to the terms thereof.

"Green Bay Plan" means the Green Bay RDA's Redevelopment District and Redevelopment Plan, approved November 18, 1997 and December 2, 1997 respectively as amended from time to time pursuant to the Redevelopment Act.

"Green Bay RDA Bonds" means, collectively, (a) the Green Bay RDA Series 2016 Bonds and (b) any refunding bonds subsequently issued by the Green Bay RDA, in each case which are outstanding on the relevant date and which refinanced property leased by the Green Bay RDA to the County pursuant to the Green Bay Lease.

"Green Bay RDA Series 2016 Bonds" means the Taxable Lease Revenue Refunding Bonds, Series 2016 (KI Convention Center Project) issued by the Green Bay RDA on April 5, 2016 in the aggregate principal amount of \$10,210,000 pursuant to the Green Bay Indenture.

"Improvement Areas" means, collectively, the Ashwaubenon Improvement Area and the Green Bay Improvement Area.

"Indentures" means, collectively, the Ashwaubenon Indenture and the Green Bay Indenture.

"Leases" means, collectively, the Ashwaubenon Lease and the Green Bay Lease.

"Mortgages" means (a) the Assignment of Lease and Rents dated as of December 1, 1999 from the Ashwaubenon CDA to the Trustee which secures the Ashwaubenon CDA Bonds, (b) the Assignment of Lease and Rents dated as of July 1, 1999, as amended by the First Amendment to Assignment of Lease and Rents dated as of March 1, 2006, the Second Amendment to Assignment of Lease and Rents (Additional Municipal Development Property) dated as of December 1, 2013 and the Third Amendment to Assignment of Lease and Rents dated as of April 1, 2016, from the Green Bay RDA to the Trustee which secures the Green Bay RDA Bonds, (c) the Mortgage and Security Agreement dated as of July 1, 1999, as amended by the First Amendment to Mortgage and Security Agreement dated as of March 1, 2006, the Second Amendment to Mortgage and Security Agreement (Additional Premises) dated as of December 1, 2013 and the Third Amendment to Mortgage and Security Agreement dated as of April 1, 2016, from the Green Bay RDA to the Trustee which secured the Green Bay RDA Bonds and (d) all other mortgages and assignments of leases, security agreements or other agreements or instruments hereafter entered into by either of the Authorities or any third party (with the written consent of either the Ashwaubenon CDA or the Green Bay RDA, as applicable) and delivered to the Trustee for the purpose of granting the Trustee a mortgage lien on either the Ashwaubenon Development Property or the Green Bay Development Property, as applicable, as collateral security for the payment of the Ashwaubenon CDA Bonds or the Green Bay RDA Bonds, as applicable.

"Municipal Development" means, collectively, the Ashwaubenon Development and the Green Bay Development.

"Municipal Development Costs" means the costs incurred or to be incurred by the Ashwaubenon CDA and Green Bay RDA, respectively, with respect to the purchase, construction, installation and improvement of the Municipal Development Property.

"Municipal Development Property" means all right, title and interest of the Ashwaubenon CDA and Green Bay RDA, respectively, in, to and under all real property and real property improvements purchased, constructed, installed or improved by the Ashwaubenon CDA and Green Bay RDA, respectively, in the areas described in Exhibit B with the proceeds of the Bonds.

"Municipality" means each of Green Bay, De Pere, Allouez, Ashwaubenon, Howard, Suamico, Bellevue and any Additional Municipality.

"Net Room Taxes" means the Room Taxes levied, enforced and collected by or with respect to the Municipalities from time to time minus the amount of "Additional Room Taxes" (as defined in the 2017 Pledge and Security Agreement) transferred to the Additional Room Tax Fund pursuant to Section 4.04 of the 2017 Pledge and Security Agreement and minus the amount

allocated to the Room Tax Administrative Fund pursuant to Section 4.01(a) of the 2017 Pledge and Security Agreement.

"Non-Party Municipality" means, at any time, any political subdivision of the State of Wisconsin or any federally recognized Indian tribe within the Tourism Zone that is not a party to this Agreement at such time.

"Non-Party Municipality Room Taxes" shall have the meaning ascribed to such term in Section 5.08.

"Redevelopment Act" means Section 66.1333 of the Wisconsin Statutes, as amended.

"Redevelopment Areas" means the project areas identified as such in the Redevelopment Plans.

"Redevelopment Plans" means, collectively, the Ashwaubenon CDA Plan and the Green Bay RDA Plan.

"Room Tax Act" means Section 66.0615 of the Wisconsin Statutes, as amended.

"Room Tax Deficiency" means any date on which either (i) the amount on deposit in the Room Tax Stabilization Fund on such date is Fifty Percent (50%) or less than the amount on deposit therein as of the end of the immediately preceding calendar year or (ii) Net Room Taxes for each of the immediately preceding eight (8) consecutive calendar months were insufficient to fund direct or indirect payments, as lease payments or otherwise, of debt service on the Green Bay RDA Bonds and on the Ashwaubenon CDA Bonds (Brown County Resch Center Project).

"Room Taxes" means those room taxes levied and collected by the Municipalities pursuant to the Room Tax Act and pursuant to this Agreement.

"Room Tax Rate" means the percentage rate of any Room Taxes.

"Room Tax Revenues" means, collectively, Net Room Taxes received by the Room Tax Commission and, in the event of a Room Tax Deficiency, any other Room Taxes necessary to make payments of debt service on the Bonds.

"Room Tax Stabilization Fund" means (a) initially, the fund by that name established pursuant to the Ashwaubenon Indenture (Brown County Resch Center Project) and (b) from and after the date the Ashwaubenon Indenture (Brown County Resch Center Project) is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the successor fund by that name established pursuant to the 2017 Pledge and Security Agreement.

"Surplus Net Room Tax Revenues" means Net Room Tax Revenues remaining after the allocation of Net Room Tax Revenues in respect of the Green Bay RDA Bonds and the Ashwaubenon CDA Bonds (Brown County Resch Center Project) described in Section 4.01(b) of the 2017 Pledge and Security Agreement.

"Tourism Agreement" means the Agreement dated January 1, 1999 by and between the Room Tax Commission and the CVB, as amended, supplemented, revised or restated from time to time.

"Tourism Zone" means the Zone encompassing the Municipalities, the County and any neighboring municipalities.

"Trustee" means such institution acceptable to the County to serve as trustee under the Indentures, currently Associated Trust Company, National Association.

"Zone" shall have the meaning ascribed to such term in the Room Tax Act.

ARTICLE II

RECITALS OF PUBLIC PURPOSE

Section 2.01 Improvement Areas Objectives.

The Improvement Areas lie wholly within the Redevelopment Areas, so that development and redevelopment occurring within the Improvement Areas has been and will be in furtherance of the public purpose objectives as set forth in the Redevelopment Plans and the Redevelopment Act. Therefore, the Municipalities, the County, the Room Tax Commission and the Authorities have identified the development and redevelopment of the Improvement Areas and the promotion and development of conventions and other forms of tourism within the improvement areas as matters of group interest.

Section 2.02 Importance of Municipal Development Property.

The Municipal Developments have comprised and will comprise the construction, installation and improvement of real property and real property improvements within the Improvement Areas which improvements and interrelated facilities constitute tourism and convention facilities within the meaning of the Room Tax Act and serve the purposes and objectives set forth in Exhibit A. The Municipalities, the County, the Room Tax Commission and the Authorities hereby find and determine that the control, disposition and use of the Municipal Development Property will be crucial to the achievement of a sound and coordinated development and redevelopment of the Improvement Areas and for the promotion and development of conventions and other forms of tourism activities therein.

The Municipalities, the County, the Room Tax Commission and the Authorities (a) acknowledge that construction of the Resch Center and the KI Convention Center has been completed and (b) intend to take all steps and perform all acts hereunder necessary to undertake and complete the development of the Expo Center consistent with the terms and conditions of this Agreement.

Section 2.03 Importance of Room Tax Revenues.

The Room Tax Revenues, as pledged and utilized pursuant to this Agreement, will assist in the financing of convention and other forms of tourism promotion and development in the Redevelopment Areas.

Section 2.04 Governing Body Authorizations.

Acting pursuant to Section 66.0301, Wis. State., Section 13 of the Redevelopment Act and the Room Tax Act, the execution, delivery and performance of this Agreement by the Municipalities, the County, the Room Tax Commission and the Authorities have been authorized by the respective Governing Body Authorizations.

Section 2.05 Nature of Financing Transaction.

Each issue of Bonds has and will function as a conduit financing for the benefit of the County, which, pursuant to the Leases, will be responsible for payment of all debt service for the Bonds and will have a possessory interest in the leased property. Each Lease will embody the County's obligation to make payments equal to debt service payments on the corresponding issue of Bonds. The reason for using each Lease is to establish a payment obligation that does not constitute debt for the purposes of constitutional and statutory limitations under Wisconsin law.

Under the Ashwaubenon Lease, after payment of all debt service the Ashwaubenon CDA shall, unless the Ashwaubenon CDA and the County otherwise agree, convey the Ashwaubenon Municipal Development Property to the County by quitclaim deed for nominal or no additional consideration.

ARTICLE III

UNDERTAKINGS OF THE MUNICIPALITIES

Section 3.01 Municipalities to Plan to Promote Private Development.

The Municipalities agree to develop plans for the use of the Municipal Development Property in a manner that will promote and assist the future private development of the Redevelopment Areas and that will promote conventions and other forms of tourism and development.

Section 3.02 Ashwaubenon and Green Bay to Provide Administrative Support to Authorities.

Ashwaubenon and Green Bay agree to provide the Ashwaubenon CDA and Green Bay RDA, respectively, administrative support to enable the Authorities to carry out the Redevelopment Plans. Administrative support may include services such as the provision of office space and the provision of financial, accounting, legal and engineering consultation.

Section 3.03 Municipalities to Levy Room Taxes At Prescribed Room Tax Rate.

Notwithstanding prior resolutions, ordinances or municipal acts to the contrary, the Municipalities have enacted resolutions, ordinances and all other municipal acts necessary to effect, as of the Effective Date, the levy, enforcement and collection of Room Taxes at a Room Tax Rate of 10%, subject to any restrictions related thereto in the Room Tax Act or such higher rate as may be permitted in the Room Tax Act and as may be necessary to fulfill the Municipalities' obligations under Section 3.04 of this Agreement.

Section 3.04 Municipalities to Continue Pledge of Net Room Taxes.

The Municipalities continue to pledge all Net Room Taxes to the Room Tax Commission and to consent to the use of Net Room Taxes for the purposes set forth in the 2017 Pledge and Security Agreement, subject to any restrictions related thereto in the Room Tax Act. Concurrently with the execution and delivery of this Agreement, the Municipalities shall enter into the 2017 Pledge and Security Agreement.

The Municipalities agree that in the event of a Room Tax Deficiency, upon sixty (60) days written notice from the County, the Municipalities shall approve such resolutions, ordinances or other municipal acts necessary to increase the Room Tax Rate, if then permitted under the Room Tax Act, to a percentage sufficient to yield Net Room Taxes sufficient to make payments of debt service on the Bonds.

The Municipalities obligations in this Section 3.04 are collective in that all Municipalities are obligated to increase their respective Room Tax Rates to an equivalent percentage and such increases in Room Tax Rates shall be effective on the first day of the first month following the final Municipality approving the increase to its Room Tax Rate. The obligation of the Municipalities to increase the Room Tax Rate hereunder shall be subject to any restrictions related thereto in the Room Tax Act.

Each Municipality also agrees not to increase its Room Tax Rate and use or pledge such increased Room Tax Revenues to any project for any purpose or in any manner that constitutes an irrevocable pledge, or a prohibition, or in any manner prohibits or restricts a Municipality from applying Room Tax Revenues in excess of its Net Room Taxes to a Room Tax Deficiency.

Section 3.05 Municipalities to Participate in the Room Tax Commission.

The Municipalities agree, in accordance with the Room Tax Act, to continue their participation in the Room Tax Commission at levels at least comparable to that in effect on the date of this Agreement. The Municipalities agree to increase such participation to the extent necessary to consummate the transactions contemplated by this Agreement.

Section 3.06 Green Bay to Manage Portion of Municipal Development.

Green Bay agrees to continue to operate and manage the Green Bay Development. In furtherance thereof, Green Bay agrees to enact resolutions and all other municipal acts necessary to obligate itself, as of the Effective Date, to such operation and management. In order to effectuate such operation and management, Green Bay may enter into management or lease

agreement(s) with the Green Bay RDA, with a third party or both for the operation and management of the Green Bay Development.

Section 3.07 Approval of Expo Center Project by the Municipalities..

The Municipalities approve the use of Room Tax Revenues to pay for the Municipal Development Costs relating to the design and construction of the Expo Center including, without limitation, the payment of debt service on the Ashwaubenon CDA Bonds (Brown County Expo Center Project).

ARTICLE IV

UNDERTAKINGS OF THE COUNTY

Section 4.01 Contribution of Ashwaubenon Development Property to Ashwaubenon CDA.

Acting pursuant to Section 13 of the Redevelopment Act, to provide general support and assistance to the Authorities in carrying out the Redevelopment Plans and to carry out redevelopment as provided in the Redevelopment Act and the Redevelopment Plans, the County agrees, to the extent not previously done, to contribute to the Ashwaubenon CDA, for the uses and purposes set forth in Section 6.04, all of the County's right, title and interest in and to the Ashwaubenon Development Property. The County shall execute and deliver to the Ashwaubenon CDA such deed, bill of sale and other instrument as the Ashwaubenon CDA may reasonably request to evidence and perfect such contribution from the County.

Section 4.02 County to Plan to Promote Private Development.

The County agrees in cooperation with the Room Tax Commission to operate and use or cause to be operated and used the Municipal Development Property in a manner that will promote and assist the future private development of the Improvement Areas and in a manner intended to promote and develop tourism within the County.

Section 4.03 County to Lease Municipal Development Property from the Authorities.

The County agrees to lease from the Authorities the property contributed to the Authorities pursuant to Section 6.01 and 6.02 as improved with the Municipal Development. Each Lease shall contain or incorporate restrictions on the use of the Municipal Development Property as described in Section 6.04. Each Lease shall be a "triple net lease", as defined in the Lease, and provide for base rents and additional rents sufficient to pay when due the principal of and interest on the Ashwaubenon CDA Bonds and the Green Bay RDA Bonds, respectively. The obligation of the County to pay rents or other amounts due under the Leases shall be conditioned upon the County's "quiet enjoyment" of the leasehold property. The County anticipates that the Net Room Tax Revenues will be sufficient to make all payments required to be made by the County pursuant to the Leases. In the event that such Net Room Tax Revenues are insufficient to make such payments, the County agrees to take whatever action is necessary to fund such payments then due and payable under the Leases.

In the event of a Room Tax Deficiency, the County may, but shall not be required to, upon sixty (60) days written notice to the Municipalities require such Municipalities to, pursuant to Section 3.04 of this Agreement, increase its Room Tax Rate in a percentage needed to generate sufficient revenue to pay future lease payments under the Leases.

Further, to the extent that the County is required to make payments from revenues other than Room Tax Revenues, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Surplus Net Room Tax Revenues together with interest actually paid by the County with respect to indebtedness incurred by the County to finance such payment; such reimbursement to occur as soon as reasonably practicable and to the extent that the Room Tax Commission has received Room Tax Revenues in excess of that amount required for payment of principal, interest and premium, if any, on the Bonds.

The County has leased the Green Bay Development to Green Bay for purposes of Section 3.06 herein.

Section 4.04 County to Manage Portion of Municipal Development.

The County agrees to operate and manage the Ashwaubenon Development. In furtherance thereof, the County agrees to enact resolutions and all other municipal acts necessary to obligate itself, as of the Effective Date, to such operation and management. In order to effectuate such operation and management, the County may enter into management agreements or leases with a third party for the operation and management of all or any portion of the Ashwaubenon Development. The Expo Center is intended to attract larger public and private trade shows and exposition events which the existing, smaller facilities located in and near to Brown County are not designed to handle. It is not the intent of the parties to concurrently compete against one another for the same customer for the same event or entice an existing customer to relocate to the other party's facility unless the customer's needs require relocation.

Section 4.05 County's Budget.

The County shall include base rents and additional rents due under the Leases in any fiscal year within the County's annual budget. In the event that provision for the payment of the base rents or the additional rents due under the Leases in any fiscal year of the County is not included in the County's budget for such year, the County shall notify the Authorities of such fact within 30 days following the adoption of such budget and, when determined, identify the alternative funding source anticipated to pay the base rents and the additional rents due under the Leases during such year.

ARTICLE V

UNDERTAKINGS OF THE ROOM TAX COMMISSION

Section 5.01 Room Tax Commission to Continue Pledge of Net Room Taxes.

The Room Tax Commission continues to pledge all Net Room Taxes to the County for the purpose of, among other things, making payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on the Bonds, subject to any

restrictions related thereto in the Room Tax Act. Concurrently with the execution and delivery of this Agreement, the Room Tax Commission shall enter into the 2017 Pledge and Security Agreement.

Section 5.02 Room Tax Commission to Continue Pledge of Room Tax Revenues.

The Room Tax Commission continues to pledge all Room Tax Revenues collected or held by the Room Tax Commission to (i) the making of payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on the Bonds, such other payments or deposits related to the Bonds, or Municipal Development Costs (ii) the funding of any capital reserve fund associated with the Municipal Development, (iii) the funding of other projects that may from time to time be approved by the Municipalities and the County, and (iv) the funding of any other tourism activities and promotion that may from time to time be approved by the Municipalities, and the County, in all cases, subject to any restrictions related thereto in the Room Tax Act and to the provisions of the 2017 Pledge and Security Agreement.

Section 5.03 Room Tax Commission to Apply Surplus Net Room Tax Revenues.

If the Room Tax Commission holds and retains Surplus Net Room Tax Revenues, then such Surplus Net Room Tax Revenues shall, at the election of the County, be made available to the Authorities (i) for payment of debt service on the Bonds, (ii) for Municipal Development Costs, (iii) to reduce the size of the Bond issues, (iv) for early redemption of Bonds; or be made available for such other tourism activities and promotion as approved by the County. The use of such Surplus Net Room Tax Revenues shall be subject to the 2017 Pledge and Security Agreement.

Section 5.04 Additional Municipalities.

In the event that any Non-Party Municipality levies room taxes within its jurisdiction pursuant to the Room Tax Act ("Non-Party Municipality Room Taxes"), the Room Tax Commission shall use its best efforts to encourage and accept such Non-Party Municipality as an additional member of the Room Tax Commission. Each such additional Non-Party Municipality member of the Room Tax Commission shall, upon its consent, become a party to this Agreement (and, as such, become an Additional Municipality hereunder) and be bound to the terms, conditions and obligations of the Municipalities hereunder. Acceptance of such Additional Municipality as an additional member of the Room Tax Commission shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

The Room Tax Rate applicable to any Additional Municipality shall equal the percentage then in effect for the Municipalities pursuant to Section 3.03, such percentage taking account of any Non-Party Municipality Room Taxes.

ARTICLE VI

UNDERTAKINGS OF AUTHORITIES

Section 6.01 Acceptance of Ashwaubenon Municipal Development Property.

The Ashwaubenon CDA agrees to accept any contribution of additional Ashwaubenon Municipal Development Property from the County as set forth in Section 4.01.

Section 6.02 Municipal Development.

The Ashwaubenon CDA agrees to proceed with the Expo Center portion of the Ashwaubenon Development with all reasonable dispatch (subject to the fulfillment of existing contractual obligations for the Brown County Veterans Memorial Arena) and to use its best efforts to complete that Municipal Development as soon as reasonably practicable in the circumstances. It is the expressed intent of the parties hereto that such project be undertaken and completed consistent with this Agreement. The obligations the Ashwaubenon CDA with respect to the Expo Center project are limited by the extent of the funding made available pursuant to Article VII, meaning thereby that the Ashwaubenon CDA is not required by this Section 6.02 to incur Municipal Development Costs for such project in excess of the spendable proceeds from the sale of the Ashwaubenon CDA Bonds (Brown County Expo Center Project) and funds provided by the County or any third party for such project.

Section 6.03 Redevelopment.

The Authorities shall continue to assist the County in developing plans for the use of the Municipal Development Property in a manner which will promote and assist the future private development of the Improvement Areas as a means of eliminating blight and continuing redevelopment and urban renewal in the Redevelopment Areas and to promote and develop conventions and other tourism activities.

Section 6.04 Provision of Funding.

The Authorities agree to provide funding for the Municipal Development Costs as provided in Article VII.

Section 6.05 Lease of Municipal Development Property.

The Authorities agree to lease to the County the property contributed to and purchased by the Authorities as improved with the Municipal Development in accordance with the terms and conditions of the Leases. The Authorities shall waive any rights they may have to reenter or retake possession of the premises or accelerate the payment of rents or other amounts due under the Leases in the event of a default by the County under the Leases.

Section 6.06 Mortgage and Assignment of Lease of the Municipal Development Property.

The Authorities may grant to the Trustee, as security for the payment of the Bonds, a Mortgage and Assignment of Lease of the Municipal Development Property. Any Mortgage will be subordinate to the Leases, and will not give the Trustee any right to evict the County or retake possession of the Municipal Development Property, or to accelerate the payment of rents under the Leases.

ARTICLE VII

FUNDING

Section 7.01 Sale of Ashwaubenon CDA Bonds (Brown County Expo Center Project); Refunding Bonds.

(a) The Ashwaubenon CDA shall issue and sell the Ashwaubenon CDA Bonds (Brown County Expo Center Project) upon such terms and at such time which are acceptable to the County. The County's acceptance of such terms shall be conclusively evidenced by its execution of the Ashwaubenon Lease (Expo Center). The Ashwaubenon CDA Bonds (Brown County Expo Center Project) shall be payable by the Ashwaubenon CDA solely from revenues derived by the Ashwaubenon CDA from the Ashwaubenon Lease (Expo Center), the Pledge and Security Agreement, the Net Room Taxes pledged to the Trustee, cash and securities held from time to time in certain trust funds held by the Trustee under the Ashwaubenon Indenture (Brown County Expo Center Project) and the investment earnings thereon.

(b) The Authorities shall issue and sell each series of refunding bonds upon terms acceptable to the County. The County's acceptance, in each such case, shall be conclusively evidenced by its execution of a supplement to the applicable Lease. Each series of refunding bonds shall be payable by the applicable Authority solely from revenues derived by such Authority from the applicable Lease, the Pledge and Security Agreement, the Net Room Taxes pledged to the Trustee, cash and securities held from time to time in certain trust funds held by the Trustee under the applicable Indenture, and the investment earnings thereon. Unless otherwise provided in an amendment to this Agreement, (i) no Bonds may be issued by an Authority after the date of this Agreement to finance Municipal Development Costs incurred in connection with an expansion of, or capital improvements to, the Ashwaubenon Development or the Green Bay Development other than the Ashwaubenon CDA Bonds referred to in subsection (a) above, and (ii) no refunding bonds for the Ashwaubenon CDA Bonds (Resch Center Project), the Green Bay RDA Bonds, the KI Expansion Bonds or the Ashwaubenon CDA Bonds (Expo Center Project) may be issued which [y] reduce the Room Tax Revenues available for debt service payments on any of such Bonds which will remain outstanding, or [z] materially reduce the aggregate anticipated payments to the Municipalities under Section 4.06(b)(2)[e] of the 2017 Pledge and Security Agreement. Each Authority agrees to notify the other Authority and the Municipalities of any proposed issuance of such refunding bonds and to provide pre-issuance debt service schedules from time to time, and a final debt service schedule upon issuance of such refunding bonds, to the other Authority and the Municipalities.

Section 7.02 Security for Bonds.

The Authorities may (i) pledge the Leases and (ii) grant Mortgages to secure the Bonds.

Section 7.03 Authorities to Act Upon Directions of County in Certain Matters.

So long as the County is not in default under the Leases, the Authorities will take discretionary actions with respect to the Bonds only with the prior written consent of the County

and will act in accordance with any written directions of the County regarding prepayment of the Bonds or a change in the rate or method of calculating interest to become due thereon.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Assignment of Rights Under this Agreement.

No party may assign its rights under this Agreement without the written consent of the other parties.

Section 8.02 Nondiscrimination.

Each party agrees that neither the Municipal Development nor any portion thereof shall be undertaken or operated in a manner to permit discrimination or restriction on the basis of race, color, ancestry, religion, national origin, political affiliation (except to members of political groups or parties who advocate the overthrow of the United States government) sex, age, disability, marital status, arrest or conviction record, sexual orientation, disabled veteran or a covered veteran status and that the Municipal Development shall be undertaken or operated in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

Section 8.03 Approximations.

It is understood and agreed by the parties that any dimensions, areas and volumes set forth herein or in the Exhibits hereto are preliminary and tentative. Before the legal descriptions of the various applicable parcels are finalized, the parties reserve the right to make minor changes in such dimensions, areas and volumes to best accommodate and facilitate the purposes of this Agreement.

Section 8.04 No Personal Liability.

Under no circumstances shall any officer, official, director, member or employee of the Municipalities, the County, the Room Tax Commission or the Authorities have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 8.05 Parties and Interests.

This Agreement is made solely for the benefit of the parties hereto, the Trustee and owners of the Bonds and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

Section 8.06 Notices.

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class

mail, postage prepaid, with proper address as indicated beneath the respective signatures to this Agreement. Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

Section 8.07 Amendment.

No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by all parties hereto. No amendment, alteration or amendment to this Agreement, which in any manner affects the payment of principal, interest or premium, if any, on the Bonds or the interests of the owners of the Bonds shall be approved without the written consent of the Trustee.

Section 8.08 Termination of Agreement.

This Agreement and the terms and obligations hereunder shall terminate upon payment in full of the Bonds issued pursuant hereto and reimbursement to the County for any payments made and amounts due to the County pursuant to Section 4.03 above.

Section 8.09 Governing Law.

The laws of the State of Wisconsin shall govern this Agreement.

Section 8.10 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 8.11 Counterparts.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 8.12 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 8.13 Auditing and Collection Agreement.

The Municipalities, the County and the Room Tax Commission agree that promptly following the execution and delivery of this Agreement such parties, together with the CVB, shall conduct good faith negotiations to develop a mutually acceptable agreement (the "Auditing and Collection Agreement") to implement a cost effective process for the identification of

facilities providing lodging which are not paying Room Taxes and for the collection of unpaid Room Taxes. Notwithstanding any other provision of this Agreement or the 2017 Pledge and Security Agreement, during any period that an Auditing and Collection Agreement is in effect, the Municipalities party thereto shall not be responsible for the collection of Room Taxes to the extent the collection thereof is delegated to another party in such Auditing and Collection Agreement.

Section 8.14 Effect of Amendment and Restatement; Effective Date.

On and after the Effective Date, this Agreement shall supercede the 1999 Cooperation Agreement, as amended, which will remain in effect only with respect to any matter governed thereby which occurred before the Effective Date. "Effective Date" means the date on which all parties to this Agreement have duly executed and delivered this Agreement.

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

APPROVED AS TO FORM:

CITY OF GREEN BAY, WISCONSIN

By: _____

By: _____

Its: _____

Its: Mayor

APPROVED:

Countersigned: _____

By: _____

Its: Clerk

Its: Finance Officer

Address for Notices:
City of Green Bay, Wisconsin
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By: _____

Its: Attorney

CITY OF DE PERE, WISCONSIN

By: _____

Its: Mayor

APPROVED:

By: _____

Its: Finance Officer

Countersigned: _____

Its: Clerk

Address for Notices:
City of De Pere, Wisconsin
335 South Broadway
De Pere, WI 54115

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

VILLAGE OF ALLOUEZ, WISCONSIN

By: _____

Its: President

Countersigned: _____

Its: Administrator & Clerk-Treasurer

Address for Notices:
Village of Allouez, Wisconsin
1649 south Webster Avenue
Green Bay, WI 54301-2499

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

**VILLAGE OF ASHWAUBENON,
WISCONSIN**

By: _____

Its: Village President

Countersigned: _____

Its: Village Clerk

Address for Notices:
2155 Holmgren Way
Green Bay, WI 54304-4605

APPROVED AS TO FORM:

VILLAGE OF HOWARD, WISCONSIN

By: _____

By: _____

Its: Attorney

Its: Village President

APPROVED:

Countersigned: _____

Its: Clerk/Administrator

By: _____

Its: Accountant/Treasurer

Address for Notices:
Village of Howard, Wisconsin
2456 Glendale Avenue
P.O. Box 12207
Green Bay, WI 54307-2207

APPROVED AS TO FORM:

VILLAGE OF SUAMICO, WISCONSIN

By: _____

By: _____

Its: Attorney

Its: Village President

APPROVED:

Countersigned: _____

Its: Clerk/Administrator

By: _____

Its: Accountant/Treasurer

Address for Notices:
Village of Bellevue, Wisconsin
2828 Allouez Avenue
Bellevue, WI 54311

APPROVED AS TO FORM:

VILLAGE OF BELLEVUE, WISCONSIN

By: _____

By: _____

Its: Attorney

Its: Village President

APPROVED:

Countersigned: _____

Its: Clerk/Administrator

By: _____

Its: Accountant/Treasurer

Address for Notices:
Village of Howard, Wisconsin
2456 Glendale Avenue
P.O. Box 12207
Green Bay, WI 54307-2207

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

BROWN COUNTY, WISCONSIN

By: _____

Its: County Executive

Countersigned: _____

Its: Clerk

Address for Notices:
Brown County, Wisconsin
350 East Walnut Street
PO Box 23600
Green Bay, Wisconsin 54305-3600

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

**GREEN BAY AREA ROOM TAX
COMMISSION**

By: _____

Its: Chairman

Countersigned: _____

Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

**REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY,
WISCONSIN**

By: _____

Its: Chairman

Countersigned: _____

Its: Secretary

Address for Notices:
Redevelopment Authority of the City of
Green Bay
Room 608, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

**COMMUNITY DEVELOPMENT
AUTHORITY OF THE VILLAGE OF
ASHWAUBENON, WISCONSIN**

By: _____

By: _____

Its: Attorney

Its: Chairperson

APPROVED:

Countersigned: _____

By: _____

Its: Secretary

Its: Finance officer

Address for Notices:
Community Development Authority
Village of Ashwaubenon
2155 Holmgren Way
Green Bay, WI 54304-4605

EXHIBIT A

DESCRIPTION OF MUNICIPAL DEVELOPMENT

"Municipal Development" means collectively, any and all real property improvements to be constructed or installed by the Authorities in cooperation with the parties to this Cooperation Agreement and in accordance with the Redevelopment Plans. The Municipal Development is intended to redevelop certain property within the Redevelopment Districts of the City of Green Bay and Village of Ashwaubenon through the construction of facilities intended to promote and develop tourism activities within Brown County. The Municipal Development facilities are intended to serve and provide the full range of space, facilities and opportunities necessary to serve all segments of the tourism industry including, but not limited to, conventions, conferences, exhibits, trade shows, consumer shows, concerts, sporting events and exhibitions. It is found by the parties to this Cooperation Agreement that the expansion, development and promotion of such tourism activities will generate new spending within Brown County, expand Room Tax Revenues, expand the tax base through the development of new industry intended to serve the tourism activities, provide new jobs within such private industry, and stimulate additional redevelopment within the Redevelopment Districts. The Municipal Development includes, without limitation, the following:

(i) "Ashwaubenon Municipal Development" means

(a) Resch Center. A 225,955 square foot multi-purpose facility with a floor area of approximately 38,000 square feet and with seating up to approximately 9,500 seats. The facility includes the necessary support and service facilities. The Resch Center is to be attached to the existing Brown County Veterans Memorial Hall. The floor areas of the two facilities may be combined and used for single, flat floor events. The Resch Center in conjunction with the Brown County Veterans Memorial Hall provides space for conventions, trade shows, consumer shows, exhibitions, concerts and sporting events.

(b) Expo Center. As defined in Article I of this Agreement.

(ii) "Green Bay Municipal Development" means the KI Convention Center, an approximately 121,000 square foot convention center with a 35,003 square foot exhibition hall and a conference facility with 80,000 square feet of meeting rooms to provide space for conventions, conferences and exhibitions in an area served by adjacent and proximate hotel developments. The KI Convention Center includes break out meeting rooms, classrooms, banquet facilities and other support services necessary to serve the facility. Although the KI Expansion Project funded with the proceeds of the KI Expansion Bonds is not part of the "Green Bay Municipal Development" for purposes of this Agreement, the KI Convention Center, as expanded by the KI Expansion Project, is operated as a unified, integrated facility and all references to the Green Bay Municipal Development or the KI Convention Center in this Agreement or the 2017 Pledge and Security Agreement shall be interpreted to mean the unified, integrated facility unless the context of the particular reference is clearly intended to mean only the portion of the KI Convention Center leased by the Green Bay RDA to the County.

The "Municipal Development Costs" include all allowable 'project costs" relating to the Municipal Development, including, without limitation: capital costs of the County, Municipalities and Authorities; financing costs to the Authorities; real property assembly costs; professional service costs; imputed administrative costs; relocation costs; demolition costs; contributions to the Authorities made under Section 13 of the Redevelopment Act in connection with the implementation of the Municipal Development; and payments made in the discretion of the County's and Municipalities Governing Bodies and the Room Tax Commission.

EXHIBIT B

The "Municipal Development Property" includes all real property improvements financed with the proceeds of the Bonds, as set forth in the Redevelopment Plans, in the following area:

1708761

ASHWAUBENON DEVELOPMENT

CERTIFIED SURVEY MAP

PART OF LOT 9, MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH 1/2 OF PRIVATE CLAIM 13, AND PART OF PRIVATE CLAIM 14, WEST SIDE OF FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, DENNIS J. CHRISTIE, WISCONSIN REGISTERED LAND SURVEYOR S-1452, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED PART OF LOT 9 OF MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH ONE-HALF OF PRIVATE CLAIM 13, AND ALSO PART OF PRIVATE CLAIM 14, WEST SIDE OF THE FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF "SHADY ACRES SUBDIVISION", ALSO BEING THE BROWN COUNTY SURVEYOR'S LD. POINT #2-14.2; THENCE S25°53'28"W, 120.15 FEET TO THE SOUTH LINE OF LOMBARD AVENUE, THENCE; N64°06'32"W, ALONG SAID SOUTH LINE, 1034.78 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE N64°06'32"W, 425.00 FEET; THENCE S25°53'13"W, 741.59 FEET TO THE NORTH LINE OF PACKER DRIVE; THENCE S63°59'02"E, ALONG SAID NORTH LINE, 425.00 FEET; THENCE N25°53'13"E, 742.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 315,371 SQUARE FEET/7.240 ACRES MORE OR LESS.

IF FURTHER CERTIFY THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND, AND THAT I HAVE FULLY COMPLIED WITH SECTION 285.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF ASHWAUBENON AND BROWN COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

Dennis J. Christie 7/1/99
DENNIS J. CHRISTIE, RLS-1452 DATED

OWNERS CERTIFICATE:

BROWN COUNTY, AS OWNERS, HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

Nancy J. Kubala 7/21/99
NANCY J. KUBALA DATED
BROWN COUNTY EXECUTIVE

Darlene K. Marcelle 7-20-99
DARLENE K. MARCELLE DATED
BROWN COUNTY CLERK

VILLAGE OF ASHWAUBENON APPROVAL:

APPROVED FOR THE VILLAGE OF ASHWAUBENON THIS 6th DAY OF JULY, 1999.

Charlotte E. Nelson
CHARLOTTE NELSON
VILLAGE CLERK

BROWN COUNTY PLANNING COMMISSION APPROVAL:

APPROVED BY THE BROWN COUNTY PLANNING COMMISSION THIS 19th DAY OF JULY, 1999.

Martin Olekiczak
MARTIN OLEKICZAK, SENIOR PLANNER



REGISTER'S OFFICE
Brown Co. Wis.
Received for record the 21st
day of July, A.D. 1999
at 2:00 o'clock P.M.
and recorded in Vol. 59 of
Certified Survey Maps on Page 183
Lois Lindquist
Register of Deeds



ENGINEERS & SCIENTISTS
150 SPRINGHURST DRIVE, SUITE 201
GREEN BAY, WISCONSIN 54304
PHONE: (920) 592-9440
FAX: (920) 592-9445
WWW.GASAI.COM

DRAWN BY: J. ZLATOHAVEK
FILE: 992023
DATE: 07-07-99
SHEET NO. 2 OF 2

GREEN BAY DEVELOPMENT

Parcel I: Lots 118, 119, 120, 121 and 122, Navarino, according to the recorded Plat thereof, together with the Westerly 1/2 of the vacated alley lying Easterly of and adjacent to Lots 118 thru 122, Navarino, as described in Document Number 1690263, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 12-163
Street Address: North Adams Street

Parcel II: Lot 1 of Volume 13 Certified Survey Maps, page 79, said map being part of Lots 103 to 107 and all of Lots 336 to 346, Plat of Navarino, according to the recorded Plat thereof, and parts of Jefferson Street, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel III: A non-exclusive easement for the benefit of Parcels I and II hereof as created in an easement Instrument executed by The Redevelopment Authority of the City of Green Bay as Grantor and Green Bay Granada Partners and the Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711689 covering the following:

That part of Lot 1, of the Certified Survey Map recorded in Volume 13 Page 79, (being part of Lots 103, 104, 340 and 341 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Beginning at the Northwest corner of said Lot 1.; thence South 24° 58' 03" West 13.85 feet along the West line of said Lot 1; thence South 65° 00' 00" East 21.05 feet; thence North 25° 00' 00" East 13.84 feet to a point on the North line of said Lot 1; thence South 64° 59' 57" East, 38.78 feet along said North line of said Lot 1; thence South 25° 00' 00" West 19.02 feet; thence North 65° 00' 00" West 15.01 feet; thence South 25° 00' 00" West 20.26 feet; thence North 65° 00' 00" West 2.71 feet; thence South 25° 00' 00" West 40.95 feet thence North 65° 00' 00" West 19.06 feet; thence South 25° 00' 00" West 45.76 feet; thence South 65° 00' 00" East 183.71 feet; thence South 25° 00' 00" West 11.46 feet; thence North 65° 00' 00" West 18.00 feet to a point between Lots 1 and 2 said Certified Survey Map; thence North 24° 58' Or East 4.64 feet along said line between Lots 1 and 2; thence North 65° 01' 13" West 179.00 feet along the South line of said Lot 1; thence North 25° 00' 00" East 33.42 feet thence North 65° 00' 00" West 11.11 feet; thence North 25° 00' 00" East 79.49 feet; thence North 65° 00' 00" West 8.62 feet to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 19.76 feet along said centerline to a point on the South line of Elm Street; thence South 64° 57' 57" East 10.00 feet along last said South line to the point of beginning.

(continued)

Parcel IV; A non-exclusive easement for the benefit of Parcels I and II hereof as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantors and The Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711690, covering the following:

That part of Lot 2, of the Certified Survey Map recorded in Volume 13, Page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin, described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; to the POINT OF BEGINNING; thence North 65° 00' 00" West 10.00 to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 35.96 feet along said centerline of the vacated alley; thence South 65° 00' 00" East 6.33 feet; thence North 25° 00' 00" East 60.71 feet; thence South 85° 00' 00" East 6.98 feet; thence South 25° 00' 00" West 20.45 feet; thence South 65° 00' 00" East 38.87 feet; thence South 25° 00' 00" West 40.20 feet; thence South 85° 00' 00" East 4.48 feet; thence South 25° 00' 00" West 5.31 feet; thence South 85° 00' 00" East 8.90 feet; thence Southeasterly along the arc of a 47.69 foot radius curve to the left 28.17 feet said curve having a chord which bears South 83° 38' 24" East 27.76 feet; thence Southeasterly along the arc of a 50.77 foot radius curve to the right 28.69 feet said curve having a chord which bears South 85° 05' 42" East 28.31 feet; thence South 65° 00' 00" East 2.33 feet; thence North 25° 00' 00" East 18.10 feet; thence South 85° 00' 00" East 21.02 feet; thence Southeasterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears South 43° 27' 27" East 7.11 feet; thence Southeasterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears South 76° 22' 46" East 32.04 feet; thence Northeasterly along the arc of a 11.46 foot radius curve to the left 24.42 feet, said curve having a chord which bears North 88° 02' 04" East 20.05; thence North 25° 00' 00" East 41.27 feet to a point on the North line of said Lot 2; thence South 65° 01' 13" East 13.10 feet along said North line of Lot 2; thence South 25° 00' 00" West, 106.60 feet; thence North 85° 00' 00" West 13;10 feet; thence North 25° 00' 00° East 8.42 feet; thence Northwesterly along the arc of a 11.46 foot radius curve to the left 24.42 feet said curve having a chord which bears North 36° 02' 04" West 20.06 feet; thence Northwesterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears North 53° 37' 14" West 32.04 feet; thence Northwesterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears North 87° 32' 33" West 7.11 feet; thence North 65° 00' 00" West 24.92 feet; thence Southwesterly along the arc of a 36.87 foot radius curve to the left 26.85 feet, said curve having a chord which bears South 84° 38' 51" West 26.26 feet; thence South 25° 00' 00" West 6.56 feet; thence North 65° 00' 00" West 12.97 feet; thence South 25° 00' 00" West 26.74 feet; thence North 65° 00' 00" West 14.95 feet; thence South 25° 00' 00" West 7.39 feet thence North 850 00' 00° West 50.99 feet; thence North 25° 00' 00" East 18.82 feet; thence North 65° 00' 00" West 3.28 feet to the point of beginning.

(continued)

Parcel V: A non-exclusive easement for the benefit of Parcels I and II as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantor and The Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711691, covering the following:

That part of Lot 2, of the Certified Survey Map recorded In Volume 13 page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; thence South 65° 00' 00" East 3.28 feet to the POINT OF BEGINNING; thence continuing South 65° 00' 00" East 7.89 feet; thence South 25° 00' 00" West 1.99 feet; thence South 65° 00' 00" East 1.91 feet; thence South 25° 00' 00" West 1.66 feet; thence South 65° 00' 00" East 22.59 feet; thence North 25° 00' 00" East 2.99 feet; thence South 65° 00' 00" East 3.78 feet; thence South 25° 00' 00" West 2.99 feet; thence South 65° 00' 00" East 3.32 feet; thence North 25° 00' 00" East 5.00 feet; thence South 85° 00' 00" East 8.30 feet thence South 25° 00' 00" West 5.00 feet; thence South 65° 00' 00" East 320 feet; thence South 25° 00' 00" West 14.95 feet; thence North 65° 00' 00" West 50.99 feet; thence South 25° 00' 00" East 18.80 feet to the point of beginning.

EXHIBIT C

IMPROVEMENT AREAS

The "Ashwaubenon Improvement Area" comprises substantially all real property depicted as such on the attached diagram labeled "Ashwaubenon Improvement Area."

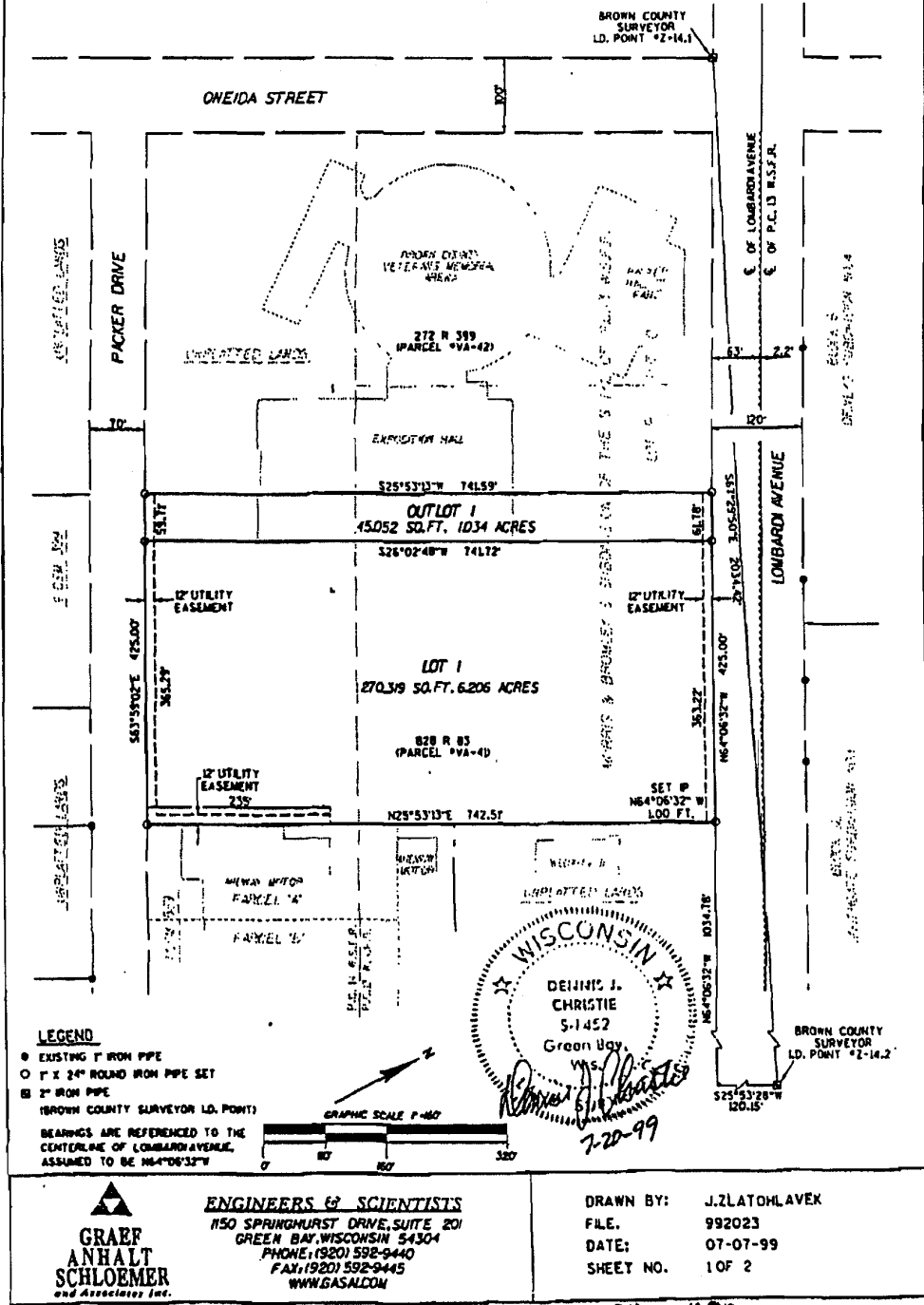
The "Green Bay Improvement Area" comprises substantially all real property depicted as such on the attached diagram labeled "Green Bay Improvement Area."

1708761

MAP # 5961

CERTIFIED SURVEY MAP

PART OF LOT 9, MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH 1/2 OF PRIVATE CLAIM 13, AND PART OF PRIVATE CLAIM 14, WEST SIDE OF FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN.



GREEN BAY IMPROVEMENT AREA

0 50' 100' 200'



INGRESS - EGRESS EASEMENT REQUIRED FROM R.D.A. REGENCY CONVENTION CENTER TO R.D.A. KI CENTER (FIRST FLOOR ONLY - SEE EXHIBIT A)



INGRESS - EGRESS EASEMENT REQUIRED FROM R.D.A. AND GREEN BAY GRANADA PARTNERS TO R.D.A. KI CENTER (FIRST FLOOR ONLY - SEE EXHIBIT B)



INGRESS - EGRESS EASEMENT REQUIRED FROM R.D.A. AND GREEN BAY GRANADA PARTNERS TO R.D.A. KI CENTER (SECOND FLOOR ONLY - SEE EXHIBIT C)

UTILITY CT 80

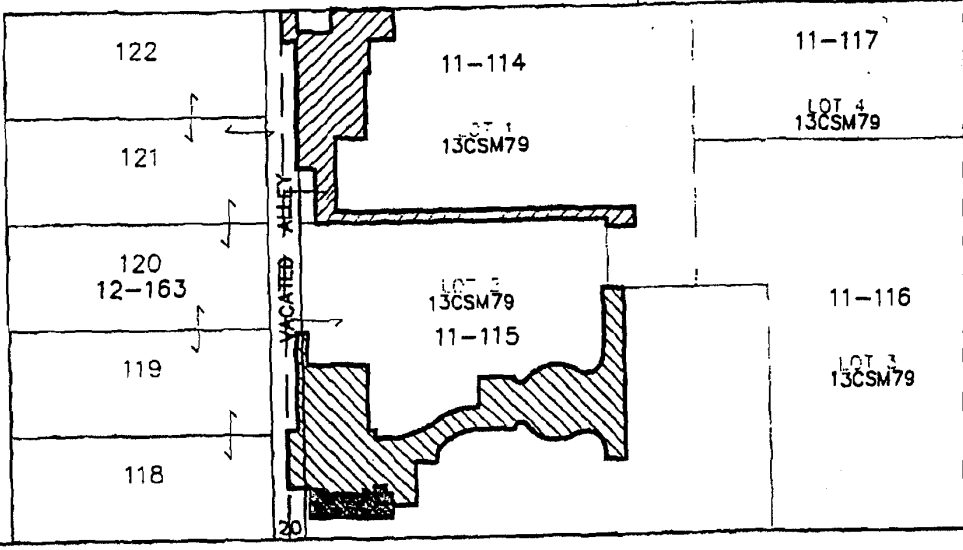
N JEFFERSON ST

80

ELM ST

60

N ADAMS ST



116

MAIN ST

CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS- ENGINEERING DIVISION

EASEMENTS REQUIRED FOR
KI CONVENTION CENTER



**SECOND AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT, dated as of July 11, 2017 (this "Agreement"), is made and entered into by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard"), the VILLAGE OF BELLEVUE, WISCONSIN, a municipal corporation and political subdivision ("Bellevue"), the VILLAGE OF SUAMICO, WISCONSIN, a municipal corporation and political subdivision ("Suamico") (collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard, and Bellevue, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national bank organized under the laws of United States of America, as trustee (the "Trustee");

RECITALS

The parties acknowledge the following:

A. The Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission, the Community Development Authority of the Village of Ashwaubenon, Wisconsin (the "Ashwaubenon CDA") and the Green Bay Redevelopment Authority (the "Green Bay RDA" and together with the Ashwaubenon CDA, the "Authorities") are parties to the Cooperation Agreement dated as of July 1, 1999 (the "1999 Cooperation Agreement") which concerned the development and redevelopment of certain areas designated in the 1999 Cooperation Agreement as the "Improvement Areas" and the promotion and development of conventions and other forms of tourism within the Improvement Areas and, among other matters, provided for the pledging and utilization of "Room Tax Revenues" (as defined therein). Subsequent to the execution of the 1999 Pledge and Security Agreement, Bellevue and Suamico become members of the Room Tax Commission. In 2012 the Municipalities and the County entered into an Addendum to 1999 Cooperation Agreement (the "2012 Addendum") relating to an increase in the "Room Tax Rate" (as defined in the 1999 Cooperation Agreement).

B. Pursuant to the 1999 Cooperation Agreement, the Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission and the Trustee entered into the Pledge and Security Agreement dated as of July 1, 1999 (the "1999 Pledge and Security Agreement"). In 2012, concurrently with the execution of the 2012 Addendum, the parties entered into an Amended and Restated Pledge and Security Agreement dated as of July 1, 1999 (the "2012 Pledge and Security Agreement") which amended and restated the 1999 Pledge and Security Agreement in its entirety.

C. Pursuant to an Agreement Between Brown County and City of Green Bay For Surplus Net Room Taxes for KI Expansion, dated June 19, 2012, as amended by an Addendum #1 thereto, dated December 6, 2013 (the "County/City Agreement"), the County agreed to pay to Green Bay and/or the Green Bay RDA, upon receipt from time to time of a requisition therefor, all monies then on deposit in the Room Tax Stabilization Fund in excess of \$5,000,000 as of the date of such requisition to pay debt service on the Green Bay RDA's Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project) (the "KI Expansion Bonds").

D. The Municipalities, the County, the Room Tax Commission and the Authorities are entering into an Amended and Restated Cooperation Agreement of even date herewith (the "2017 Cooperation Agreement") and have agreed therein to execute and deliver this Agreement to incorporate the pertinent terms of the County/City Agreement and of the 2017 Cooperation Agreement.

E. The terms and conditions of this Agreement are in compliance with Section 66.0615 of the Wisconsin Statutes (the "Room Tax Act") and the execution and delivery of this Agreement have been duly authorized by resolutions of the Municipalities, the County and the Room Tax Commission.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and agreements set forth below, the parties agree to amend and restate the 2012 Pledge and Security Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS

Capitalized terms not defined in this Agreement have the meanings set forth in the 2017 Cooperation Agreement.

ARTICLE II

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO ROOM TAX COMMISSION

Section 2.01 Pledge and Assignment.

The Municipalities do hereby pledge, sell, assign, transfer, and set over unto the Room Tax Commission, its successors, and assigns, and the Room Tax Commission hereby does accept, all right, title, and interest of the Municipalities in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In order to effect such pledge and assignment, each of the Municipalities hereby agrees to cause all Room Taxes collected during the term of this Agreement to be deposited in accordance with Article IV of this Agreement.

Section 2.02 Base Room Taxes; Additional Room Taxes.

Pursuant to the 1999 Cooperation Agreement, the Municipalities levied Room Taxes at a Room Tax Rate of 8%. Room Taxes collected based upon the 8% Room Tax Rate are referred to in this Agreement as "Base Room Taxes." In the 2012 Addendum the Municipalities agreed to increase the Room Tax Rate to 10%. Room Taxes collected in excess of Base Room Taxes are referred to in this Agreement as "Additional Room Taxes.". Each Municipality agreed in the 2012 Pledge and Security Agreement that the Administrative Fee payable pursuant to Section 3.02 of the 2012 Pledge and Security Agreement is determined without regard to the Additional Room Taxes and reaffirms that agreement in Section 4.02 below.

ARTICLE III

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO THE COUNTY

The Room Tax Commission does hereby pledge, sell, assign, transfer, and set over unto the County, its successors, and assigns, and the County does hereby accept, all the right, title, and interest of the Room Tax Commission in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In accordance with the terms of the 2017 Cooperation Agreement, the Municipalities hereby consent to the pledge, assignment, and transfer of the Net Room Taxes from the Room Tax Commission to the County for the purposes set forth in this Agreement.

In order to effect such pledge and assignment, the Room Tax Commission hereby agrees to cause all Room Taxes pledged and assigned to it pursuant to Article II of this Agreement to be deposited in accordance with Article IV of this Agreement.

ARTICLE IV

DEPOSIT OF ROOM TAXES WITH TRUSTEE

Section 4.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, the County, and the Trustee hereby agree and direct that, in order to effect the pledges of the Net Room Taxes hereunder, (x) all Room Taxes levied by the Municipalities shall be deposited directly by the original obligors thereof with the Trustee, (y) the Additional Room Taxes shall be treated as described in Section 4.04 of this Agreement, and (z) the Base Room Taxes shall be applied for the payment of debt service on outstanding Bonds, the payment of certain administrative fees, and such other purposes as are specified in the Ashwaubenon CDA Indenture (Brown County Resch Center Project) and this Agreement.

The Trustee shall allocate Base Room Taxes in the following amounts and in the following order of priority:

(a) First, to the Room Tax Administrative Fund established and maintained pursuant to Section 4.02 of this Agreement (the "Room Tax Administrative Fund"), the following portion of such Base Room Taxes (with respect to each Municipality, its "Administrative Fee"):

(1) with respect to Base Room Taxes levied, enforced and collected by or with respect to Green Bay and Ashwaubenon, Sixteen percent (16%) of such Base Room Taxes;

(2) with respect to Base Room Taxes levied, enforced and collected by or with respect to the other Municipalities, Four percent (4%) of such Base Room Taxes; and

(3) with respect to Base Room Taxes levied, enforced and collected by or with respect to an Additional Municipality, Four percent (4%) of such Base Room Taxes;

(b) Second, to the Bond Funds created under the Green Bay Indenture and under the Ashwaubenon Indenture (Brown County Resch Center Project), on a pro rata basis, as follows:

(1) to the Bond Fund created under the Green Bay Indenture, the aggregate debt service with respect to the Green Bay RDA Bonds then outstanding, if any, for the current Bond Year; and

(2) to the Bond Fund created under the Ashwaubenon Indenture, the aggregate debt service with respect to the Ashwaubenon CDA Bonds (Brown County Resch Center Project) then outstanding, if any, for the current Bond Year; and

(c) Third, to the Room Tax Stabilization Fund.

The Trustee does hereby agree to continue to accept such Room Taxes for deposit in accordance with the terms hereof and of the Indentures and agrees that the reference contained in Section 8.08 of the Indentures to "Section 3.01(b) of the Pledge and Security Agreement" shall instead refer to Section 4.01(b) of this Agreement.

Section 4.02 Room Tax Administrative Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "Room Tax Administrative Fund." The Trustee shall deposit into the Room Tax Administrative Fund, when and as received, the amounts specified in Section 4.01(a) of this Agreement. On the first business day of each calendar month, the Trustee shall transfer to each Municipality its respective Administrative Fee then on deposit in the Room Tax Administrative

Fund, together with any reports relating to the Room Taxes reasonably requested by the Municipality.

Section 4.03 Collection of Room Taxes.

Each of the Municipalities agrees to direct all Room Tax obligors within its jurisdiction to deposit all Room Taxes with the Trustee pursuant to the terms of this Agreement and the instructions of the Trustee. Each Municipality agrees to forward to the Trustee, immediately upon receipt, any Room Tax payments made directly to such Municipality while any of the Bonds are outstanding. All collection and enforcement actions relating to any such Room Taxes shall be the sole responsibility of the related Municipality; provided, however, that the Trustee, shall have the right (i) to demand that any such Room Taxes paid by the obligors thereof but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article IV and (ii) to request that a collection or enforcement action be commenced by a Municipality with respect to unpaid Room Taxes; provided further, however, that in the event an Auditing and Collection Agreement is entered into, the Municipalities shall not be responsible for the collection of unpaid Room Taxes.

Section 4.04 Additional Room Tax Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "Additional Room Tax Fund". The Trustee shall deposit the Additional Room Taxes, together with any amounts required to be transferred pursuant to Section 4.06(b)(2)[c], into the Additional Room Tax Fund. Unless the County shall have notified the Trustee in writing that either (a) a "Room Tax Deficiency" has occurred and is continuing or (b) the County and the CVB have not reached an agreement as to the use of amounts in the Additional Room Tax Fund, on the 15th day of each calendar month the Trustee shall transfer the balance in the Additional Room Tax Fund to the CVB at such address as the CVB may from time to time designate in writing to the Trustee. If the County has provided notice that a Room Tax Deficiency exists, monies in the Additional Room Tax Fund shall be transferred on a pro rata basis to the Bond Funds specified in Section 4.01(b) in such amounts as directed from time to time by the County until the County provides written notice to the Trustee that a Room Tax Deficiency no longer exists. If the County provided notice that the County and the CVB had not reached an agreement as to the use of amounts in the Additional Room Tax Fund, such notice may be rescinded by the County at any time in its sole discretion and monies in the Additional Room Tax Fund shall then be applied as provided in this Section.

If an Auditing and Collection Agreement is in effect, the County shall direct the CVB to apply monies transferred to it pursuant to this Section to pay for the costs incurred under such Auditing and Collection Agreement in such amount as is specified in such Auditing and Collection Agreement.

Section 4.05 Reserve Account for KI Expansion Bonds.

The County directs the Trustee to create an account designated the "KI Expansion Bonds Reserve Account." The County agrees to deposit \$500,000 into the KI Expansion Bonds

Reserve Account prior to the issuance of the Ashwaubenon CDA Bonds (Brown County Expo Center Project). Monies in the KI Expansion Bonds Reserve Account shall only be used to pay debt service on the KI Expansion Bonds if and to the extent that there is a shortfall after the application of funds to such debt service described in Sections 2.03(c) and 4.06(b)(2)[a]. The Trustee shall disburse funds in the KI Expansion Bonds Reserve Account to Green Bay and/or the Green Bay RDA in accordance with the procedures set forth in the County/City Agreement. The KI Expansion Bonds Reserve Account shall terminate on the date the KI Expansion Bonds have been paid in full or legally defeased and the Trustee shall follow the direction of the County as to the disposition of any amount in such account on such date.

Section 4.06 Room Tax Stabilization Fund.

(a) On the date the Ashwaubenon CDA Indenture is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the Room Tax Stabilization Fund created therein shall cease to exist and the County hereby creates, and directs the Trustee to establish, on such date, a successor Room Tax Stabilization Fund (which successor Room Tax Stabilization Fund shall then be the "Room Tax Stabilization Fund" for purposes of this Agreement). The Trustee shall transfer all amounts in the existing Room Tax Stabilization Fund to the successor Room Tax Stabilization Fund. The provisions of the Ashwaubenon Indenture (Brown County Resch Center Project) applicable to the administration of the Room Tax Stabilization Fund shall apply to the successor Room Tax Stabilization Fund and are incorporated herein by reference except that no Debt Service Reserve Account shall be established within the successor Room Tax Stabilization Fund.

(b) The Trustee shall allocate amounts on deposit in the Room Tax Stabilization Fund, and its subaccounts, as follows:

(1) The Debt Service Reserve Account shall be used solely to make debt service payments on the Ashwaubenon CDA Bonds in accordance with the Ashwaubenon Indenture (Brown County Resch Center Project) and on the date the Ashwaubenon CDA Indenture is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the Debt Service Reserve Account shall terminate and all monies therein shall be transferred to the successor Room Tax Stabilization Fund;

(2) Surplus Net Room Tax Revenue during each Bond Year, shall be allocated in the following amounts and priority:

[a] First, to pay debt service on the KI Expansion Bonds as set forth in the County/City Agreement; provided that (x) the amount so transferred to Green Bay and/or the Green Bay RDA shall not exceed the aggregate debt service on the KI Expansion Bonds for that Bond Year, and (y) no transfer will be made to the extent it would result in the amount in the Room Tax Stabilization Fund being less than \$5,000,000;

[b] Second, to pay Municipal Development Costs for the Expo Center project, including the payment of debt service on any Ashwaubenon CDA Bonds (Brown County Expo Center Project) that may be issued to finance such project;

[c] Third, if and to the extent during any Bond Year, the Surplus Net Room Tax Revenues for such Bond Year exceed the amounts applied pursuant to subsections [a] and [b] above during such Bond Year, the remaining Surplus Net Room Tax Revenues for such Bond Year (or such lesser amount as set forth in the following table) shall be transferred to the Additional Room Tax Fund:

<u>Bond Year</u> <u>Ending June 1</u>	<u>Maximum</u> <u>Amount</u>
2019	\$200,000
2020	225,000
2021	250,000
2022	275,000
2023	300,000
2024	325,000
2025	350,000
2026	375,000
2027	400,000
2028	425,000
2029	450,000
2030	475,000
Each Year Thereafter	500,000

; provided, however, that from and after the Bond Year commencing June 1, 2029, no transfer shall be made to the Additional Room Tax Fund unless the aggregate amount in the Room Tax Stabilization Fund is not less than \$7,000,000;

[d] Fourth, any remaining Surplus Net Room Taxes shall be retained in the Room Tax Stabilization Fund until the aggregate amount therein equals \$7,000,000; and

[e] Until June 1, 2029, any remaining Surplus Net Room Tax Revenues shall be retained in the Room Tax Stabilization Fund. From and after the Bond Year commencing June 1, 2029, any remaining Surplus Net Room Revenue shall be paid to the Municipalities on a ratable basis determined by the aggregate amount paid by Room Tax obligors with respect to facilities located in each Municipality during the applicable Bond Year. The Trustee shall pay such amount to the Municipalities within 30 days after the end of each Bond Year.

(c) The County has the rights with respect to the Surplus Net Room Tax Revenues held in the Room Tax Stabilization Fund set forth in Section 5.03 of the 2017

Cooperation Agreement, subject to the requirements of subsections (a), (b), (c) and (d) above. The County agrees that it will apply the entire balance then on deposit in the Room Tax Stabilization Fund to the final debt service payments on the Ashwaubenon CDA Bonds (Brown County Expo Center Project) so that, on the date of the termination of this Agreement, there are no amounts remaining in the Room Tax Stabilization Fund. To the extent the County is not able to apply the entire balance then on deposit in the Room Tax Stabilization Fund to the final debt service payment, any remaining amount shall be paid to the Municipalities on a ratable basis determined by the aggregate amount paid by Room Tax obligors with respect to facilities located in each Municipality during the final Bond Year.

ARTICLE V

REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Municipalities and the Room Tax Commission hereby represent and warrant to the County that they have good right and authority to enter into this Agreement, that the Municipalities and the Room Tax Commission have not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Net Room Taxes, and that the Municipalities and the Room Tax Commission have not performed any acts or executed any other instruments which might prevent the County and the Trustee from receiving any Net Room Taxes under any of the terms and conditions of this Agreement or which would limit the County and the Trustee in such receipt.

The Municipalities and the Room Tax Commission hereby covenant and agree to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on their respective parts to be kept, observed, and performed.

The Municipalities and the Room Tax Commission hereby also covenant and agree that they will, upon the request of the County, the Trustee, or their respective assignees, execute and deliver to the County, the Trustee, or their respective assignees such further instruments and do and perform such other acts and things as the County, the Trustee, or their respective assignees may deem necessary or appropriate to make effective this Agreement and the various covenants of the Municipalities, and the Room Tax Commission herein contained and to more effectively vest in and secure to the County, the Trustee, or their respective assignees the Net Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the County, the Trustee, or their respective assignees to effectively vest in and secure the Net Room Taxes.

The Municipalities and the Room Tax Commission hereby covenant and agree that, subject to Section 8.13 of the 2017 Cooperation Agreement, they will take any and all action reasonably necessary to enforce their respective room tax levies and collect all room taxes from the room tax obligors within their respective jurisdictions. Such actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes.

ARTICLE VI

MISCELLANEOUS

This Agreement may be executed, acknowledged, and delivered in any number of counterparts, each of which shall constitute an original, but, all together, only one instrument. The laws of the State of Wisconsin shall govern this Agreement. If any term, covenant, or condition of this Agreement, the 2017 Cooperation Agreement or the Indentures, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, the 2017 Cooperation Agreement, or the Indentures, and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement, the 2017 Cooperation Agreement, or the indentures shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall terminate on the date the 2017 Cooperation Agreement terminates and the Trustee agrees that any Room Taxes paid to it after the termination date shall be paid to the Municipality in which the lodging facility making such payment is located.

Nothing contained in this Agreement, the 2017 Cooperation Agreement, or the Indentures shall in any manner be construed as making the parties hereto and thereto or their assignees partners.

On and after the Effective Date, this Agreement shall supercede the 2012 Pledge and Security Agreement, as amended, and the County/City Agreement each of which will remain in effect only with respect to any matter governed thereby which occurred before the Effective Date

[Signature Page Follows]

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

APPROVED AS TO FORM:

CITY OF GREEN BAY

By: _____

By: _____

Its: Municipal Attorney

Its: Mayor

APPROVED:

Countersigned: _____

By: _____

Its: City Clerk

Its: Finance Officer

Address for Notices:
City of Green Bay, Wisconsin
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By: _____

Its: Attorney

CITY OF DE PERE, WISCONSIN

By: _____

Its: Mayor

APPROVED:

By: _____

Its: Finance Officer

Countersigned: _____

Its: Clerk-Treasurer

Address for Notices:
City of De Pere, Wisconsin
Attn: Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

APPROVED AS TO FORM:

By: _____

Its: Attorney

VILLAGE OF ALLOUEZ, WISCONSIN

By: _____

Its: President

APPROVED:

By: _____

Its: Finance Officer

Countersigned: _____

Its: Administrator & Clerk-Treasurer

Address for Notices:
Village of Allouez, Wisconsin
1649 south Webster Avenue
Green Bay, WI 54301-2499

APPROVED AS TO FORM:

By: _____

Its: Municipal Attorney

APPROVED:

By: _____

Its: Finance Officer

**VILLAGE OF ASHWAUBENON,
WISCONSIN**

By: _____

Its: President

Countersigned: _____

Its: Clerk

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304-4605

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

VILLAGE OF HOWARD, WISCONSIN

By: _____

Its: President

Countersigned: _____

Its: Clerk

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54307-2207

APPROVED AS TO FORM:

By: _____

Its: Municipal Attorney

APPROVED:

By: _____

Its: Finance Officer

VILLAGE OF BELLEVUE, WISCONSIN

By: _____

Its: President

Countersigned: _____

Its: Clerk-Treasurer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
2828 Allouez Avenue
Bellevue, WI 54311

APPROVED AS TO FORM:

By: _____

Its: Municipal Attorney

APPROVED:

By: _____

Its: Finance Officer

VILLAGE OF SUAMICO

By: _____

Its: President

Countersigned: _____

Its: Clerk

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

BROWN COUNTY, WISCONSIN

By: _____

Its: County Executive

Countersigned: _____

Its: Clerk

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
350 East Walnut Street
PO Box 23600
Green Bay, Wisconsin 54305-3600

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

**GREEN BAY AREA ROOM TAX
COMMISSION**

By: _____

Its: Chairman

Countersigned: _____

Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee**

By: _____

Its: _____

[SEAL]

Countersigned

Its: _____



MEMORANDUM

Date: July 13, 2017

To: Village Board
Fm: Angela Gorall, Village Administrator
Re: **CONTINUED REVIEW OF COMMERCIAL WAY ON-STREET PARKING RESTRICTIONS**

BACKGROUND INFORMATION

As requested, the Village Board will continue discussion on potential Commercial Way on-street parking restrictions.

Any new updates or information available on this topic will be provided by staff or Board members at the meeting.

COMMUNICATION PLAN

1. Will there be Additional Resident Communication? NO
Should the Board more formally move forward with parking restrictions, then a mailing will be sent to property owners affected allowing for public comment.
2. Others (employees, other jurisdictions, media, etc.)? NO

REQUESTED MOTION

"This Agenda Item is for DISCUSSION ONLY, no action is required."



MEMORANDUM

Date: July 21, 2017

To: Village Board
Fm: Angela Gorall, Village Administrator
Re: **UTILITY BILLING CLERK POSITION TRANSITION UPDATE AND IMPLEMENTATION
OPTIONS REVIEW**

BACKGROUND INFORMATION

The Village received notice of the resignation of our full-time Utility Billing Clerk, Grace Lahtela, on July 10th. Grace's last day with the Village was on Friday, July 21st.

Our original intent as of July 20th was to seek Village Board authorization to proceed with posting and hiring of this position as soon as feasible. However, on July 21st a meeting was conducted with several representatives from the Green Bay Water Utility and our recommendation at this time has now been amended.

We are actively working with the City to provide us further details and pricing on contracting for utility billing and other services from the City. We have had similar discussions with the City in the past (most recently in April, 2016), but have not proceeded in detail with possible implementation. With this recent employee resignation, we feel that this opportunity should be pursued in depth to determine if it can better meet the needs of the Village vs. hiring of a new full-time employee. The City of Green Bay provides similar services for the City of De Pere, Village of Wrightstown, and some services for the City of Ashwaubenon.

Therefore, we want to use this agenda item to simply inform the Village Board about this option and take note if there are any concerns as we proceed with further analysis.

TRANSITION PLANNING UPDATE

Critical position duties such as, but not limited to, utility bill processing and mailing will be primarily delegated to the Deputy Clerk-Treasurer (Dawn Novak). The Receptionist will also experience an increased workload with calls and customer assistance during this transition. The implementation of new water meter installations will likely be placed on hold due to the staff time necessary to schedule resident appointments.

Currently the Village utilizes all three positions (Receptionist, Utility Billing Clerk, and Deputy Clerk-Treasurer) to cover the front desk at various times. With now only two employees available for that coverage, as necessary this may require office closures over lunch. Should either of these employees have scheduled PTO the front office will be staffed with only one employee and customer service delays should be expected. The workload at the front desk is somewhat moderate at this time as there are no impending elections and the majority of summer recreation programs are in progress.

CURRENT UTILITY BILLING CLERK POSITION

Details on the current position of Utility Billing Clerk are as follows:

- Department: Public Works
- Supervisor: Utility Superintendent
- Hourly (non-exempt) position
- Full-Time w/benefits
- Position is funded 90% by Village Utilities
- Position became full-time effective 1/1/2015; had been approximately 25 hours/week
- Current wage: \$20.02/hour
- 2017 Wage Range (for 2018 Budget):
 - \$17.55 (minimum)
 - \$21.28 (midpoint)
 - \$25.00 (maximum)

ACCOUNTANT POSITION UPDATE

We do want the Board to also be aware that we may proceed with the posting and hiring of an Accountant position (already authorized and currently filled by a limited-term employee) in the near future. This Accountant position and Utility Billing Clerk position are two unique positions and any opportunities for adjustments to duties between these two positions have been discussed internally. No notable changes are recommended at this time. Posting and hiring of an Accountant has been on hold as we worked to implement our Executime timekeeping system which would directly impact position duties.

FISCAL IMPACT

1. Is There a Fiscal Impact?	YES (depending upon implementation option)
2. Is it Currently Budgeted?	YES (wage & benefits for existing employee)
3. Amount:	The current wage of the position is \$20.02

REQUESTED MOTION

"This agenda item is planned for DISCUSSION ONLY at this time."



MEMORANDUM

Date: July 19, 2017

To: Village Board
Fm: Angela Gorall, Village Administrator
Re: **STAFF REPORT ON PUBLIC WORKS LABORER POSITIONS AND SNOW REMOVAL OPERATIONS & REVIEW OF 2017-2018 OPTIONS IMPLEMENTATION**

BACKGROUND INFORMATION

The Village’s previous Engineering Technician, Doug Kropp, left that position on April 21, 2017. The Village Board authorized the hiring of a new Engineering Technician which was filled by a very qualified candidate Kyle Vander Loop on June 5, 2017. As the Board was made aware of at the time of this transition, the Village’s previous Technician held multiple roles including, but not limited to, working as a laborer, construction inspector, snow plow operator and serving in the on-call rotation. Our newest hire is serving more in the capacity as a true engineering technician and taking on all those engineering duties of the previous employee as well as some additional more technical and advanced duties needed by the department. However, he is not serving as a laborer, will not be providing CDL required snow plowing, and is not in the on-call rotation.

	Previous Eng. Tech	Current Eng. Tech
Wage	\$25.18	\$28.30
Serves in Laborer On-Call Rotation	YES	NO
Maintains CDL	YES	NO

As we move into the winter season, it is important that the Board understand our current status with completing snow removal operations and the staff we have available to complete these duties. Snow removal is a critical and emergency service we provide and expectations of our residents are high. Therefore, this memo is being provided to allow the Board to discuss some options and provide guidance as needed to staff. We understand that there is currently limited support of authorizing the hiring of a full-time laborer position in 2017 as it has not been budgeted.

CURRENT SNOW REMOVAL OPERATIONS STAFFING SUMMARY

Equipment

- 7 available plow trucks for snow removal operations.
- 2 Toolcats available for trail/sidewalk operations.
- 1 pick-up truck with plow available for trail operations and snow removal at Village parking lots, lift stations, well houses, etc.

Staffing

- 7 laborer staff employees with CDL licenses available to operate plow trucks and assigned to 7 designated plowing routes (map provided).

- 2 supervisory employees to provide plowing operations supervision (Utility Superintendent, Inspector/Operations Manager). New Director will also be assigned on-call supervisor duties as well once he starts in mid-August.
- 1 part-time building maintenance employee that provides assistance with snow removal with snowblower only at 2828 office building.
- Engineering Tech not assigned any snow removal duties at this time.

Prior to the change with our Engineering Tech position, the Village was utilizing 8 CDL employees to provide services in 7 plow trucks. This allowed for one employee to be assigned directly to addressing parking lots, trails, sidewalks, etc. However, in most cases this one extra employee would often be assigned to a plow route to cover for an employee that is on PTO or unavailable.

RISK ASSESSMENT

As detailed in the previous section, the Village is just meeting minimum needs to complete our snow operations in a typical year. It is important that if we continue to staff and provide equipment in this manner that the potential risks we are facing with regard to our quality of service are known. The following is a brief summary of some of the factors and potential risks the Village must weigh in being prepared for and funding these services (in no particular order).

▪ PTO of existing staff	▪ Extended leave of existing staff	▪ Resignation or termination of existing employee
▪ Increased overtime	▪ Liability issues in timeliness of operations	▪ Lack of or limited snow in a season and overstaffing or equipping
▪ Significant snow or ice events; over extending staffing capabilities	▪ Other PW service needs pulling existing staff (ex. water main break)	▪ Limits on contracting of services only in times of high demand
▪ Resident and business expectation exceeding capabilities	▪ Plow truck out of service, equipment failures	▪ Safety of Village employees and customers at facilities (in parking lots, sidewalks)

OPTIONS & ANALYSIS

The following are steps that are being taken regardless of any action/recommendation by the Village Board to prepare for the season:

- One employee that had been previously assigned to focus on trails, sidewalks, Village facilities, etc. will be assigned a plow route.
- If an employee is on PTO (therefore only 6 employees for 7 routes), employees will complete their designated routes then be sent to complete the remaining route.
- Village facilities (2828, 3100, 1811) will either be plowed by a laborer employee prior to their route or immediate after (depending on time of day) with back-up coverage assigned to a supervisory employee or the Engineering Tech as needed.

- The first available laborer employees, when routes are completed, will be assigned to then complete trails and sidewalks.
- Part-time building maintenance employee may be assigned additional snow removal duties at Village buildings and facilities.

Future Options

The following are options developed by staff (in no particular order) for consideration and discussion by the Village Board. More detail on each option can be further provided by staff at the meeting.

- a) Allow for and be more accommodating to providing overtime for services. Currently, supervisors do their best to somewhat limit overtime and use flexing of scheduled hours.
- b) Posting and hiring for a full-time laborer¹ (CDL-required) position in 2017.
- c) Posting and hiring for a full-time laborer (CDL-required) position after 1/1/2018.
- d) Posting and hiring for a part-time laborer (CDL-required) position in 2017 or 2018. Would require flexibility in scheduling to meet snow event demands. Expected to be a challenge to find and hire a quality employee without benefits.
- e) Posting and hiring for a full-time Building Maintenance/Laborer (CDL-required) position. The Village currently has a part-time building maintenance position working 20 hours per week.
- f) Contract out one snow plow route for the season (only one known possible provider). Contracting for service only as needed may be difficult and having an assignment to a single route will likely increase our assurance no streets are missed and the driver can be familiar with the area.
- g) Keep on staff an existing seasonal laborer to provide services for trails and sidewalks. Currently have 3 seasonal employees working 40 hours per week. At the end of summer reduce to 20 hours per week and request flexibility for snow events. No existing seasonal has a CDL license. We would need to monitor total hours so they don't become WRS eligible or meet any current ACA requirements.
- h) Contracting out of parking lot plowing and sidewalks at Village buildings (2828, 3100, 1811) and possibly parks as well.

¹ Addressing snow removal services would only be a portion of assigned duties for a new position. The Department has more than enough additional assignments and duties that would be assigned to a full-time employee the rest of the year. It is understood that further justification would likely be necessary.

FISCAL IMPACT

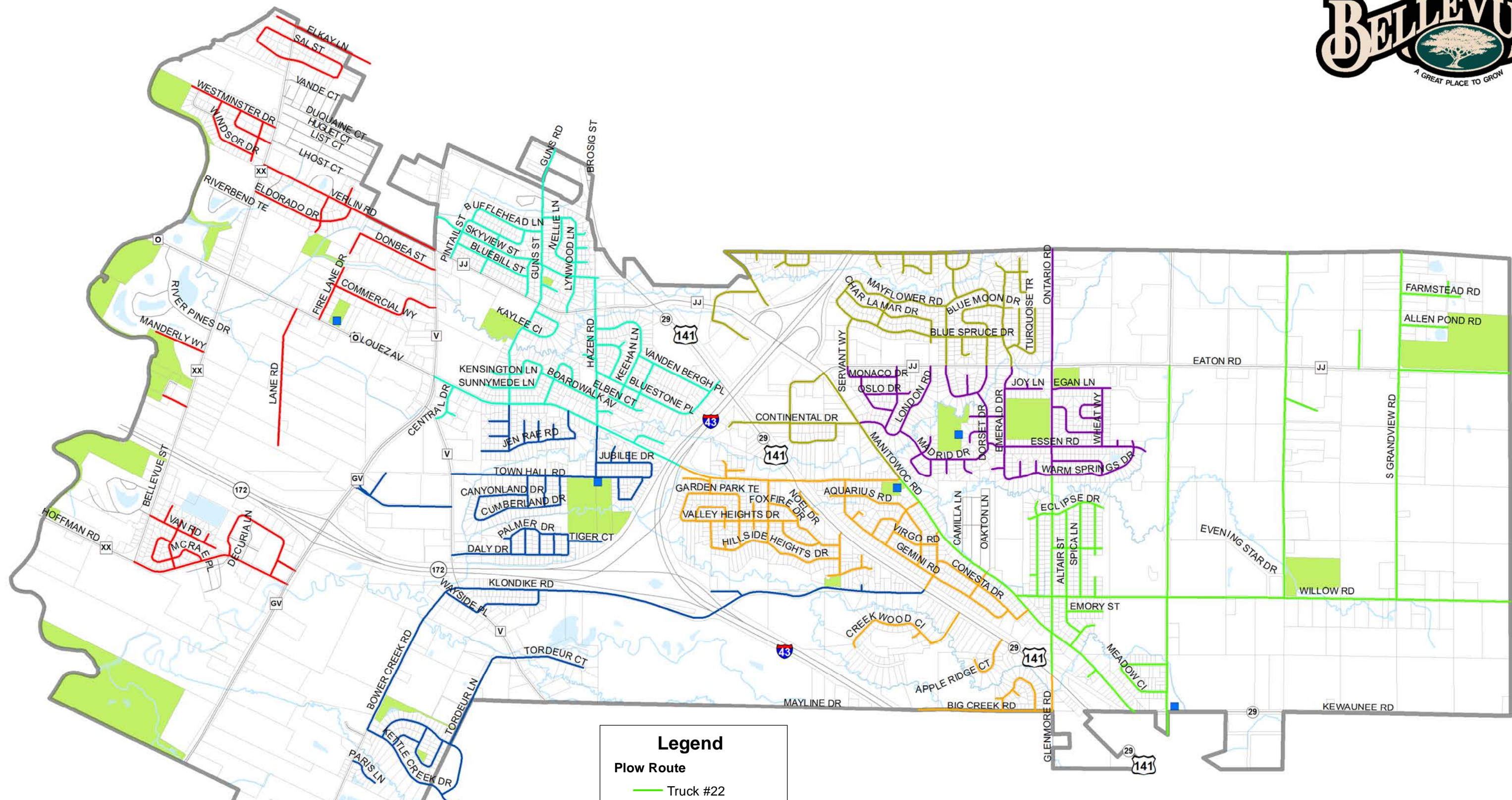
1. Is There a Fiscal Impact?	YES
2. Is it Currently Budgeted?	NO
3. Amount:	Dependent upon option selected. More detail and analysis would be conducted upon further guidance.

REQUESTED MOTION

"This Agenda Item is planned for DISCUSSION ONLY, no action is required."

ATTACHMENTS

- Snow Plow Routes Map



Legend

Plow Route

- Truck #22
- Truck #26
- Truck #33
- Truck #36
- Truck #39
- Truck #46
- Truck #47



MEMORANDUM

Date: July 19, 2017

To: Village Board
Fm: Angela Gorall, Village Administrator
Re: STAFF UPDATE/POSSIBLE ACTION ON HURON ROAD TRAIL PROJECT

BACKGROUND INFORMATION

The Huron Road trail, from Eaton Road north to the Village limits, is currently closed. We are working closely with Cedar and our contractor to determine the best course of action in finishing this project as soon as feasible while also ensuring quality result.

The Village has received numerous calls and complaints about the status of this closure questioning the delay and impact it has had on access to the area, particularly the YMCA.

As the Board has been briefly update on, after pavement was removed from the trail there were notable issues found with base conditions. This item is being placed on the agenda under Staff Updates so further updates can be provided at the meeting and should action by the Board be necessary such action could be taken. The Village’s consulting engineer has been out of the office the week of July 17, therefore a more formal agenda item with detailed options is not being presented at this time.

FISCAL IMPACT

1. Is There a Fiscal Impact? YES
2. Is it Currently Budgeted? YES/NO – Project is Under Funded
3. If Budgeted, Which Line? Capital Projects
4. Amount: \$35,000 budgeted/borrowed for project in 2017. Approved construction bid is for \$41,742. Engineering and inspection expenses are also applied to the project.

COMMUNICATION PLAN

1. Will there be Additional Resident Communication? YES, as soon as a final timeline can be confirmed staff will provide further resident communication via social media.
2. Others (employees, other jurisdictions, media, etc.)? NO

REQUESTED MOTION

“This Agenda Item is planned for DISCUSSION ONLY, however action may be required.”