

**DRAFT 102008**  
**AGREEMENT TO UNDERTAKE IMPROVEMENTS TO**  
**WARNER PARK STADIUM**  
**BY AND AMONG**  
**THE CITY OF MADISON,**  
**MADISON MALLARDS, LLC**  
**AND**  
**[UNNAMED FOREIGN CORPORATION—Northern League name]**

THIS AGREEMENT TO UNDERTAKE IMPROVEMENTS TO WARNER PARK STADIUM entered into as of the \_\_\_ day of \_\_\_\_\_, 2009 (the "Agreement"), by and among THE CITY OF MADISON, a Wisconsin municipal corporation (the "City"), MADISON MALLARDS, LLC, a Wisconsin limited liability company ("Mallards") and [UNNAMED FOREIGN CORPORATION,] a for profit corporation created and existing under the laws of the State of Minnesota ("Guarantor").

**I. WITNESSETH**

**WHEREAS**, the City, the Mallards and the Guarantor entered into a Use Agreement dated as of March 23, 2006 governing the Mallard's use of Warner Park Stadium through 2010; and

**WHEREAS**, the Mallards and Guarantor have proposed to the City that the City design and construct improvements to Warner Park Stadium; and

**WHEREAS**, the City, the Mallards and the Guarantor intend to enter into a new Use Agreement to have a term of ten (10) years commencing in the year the improved ballpark facility is available to the Mallards; and

**WHEREAS**, on \_\_\_\_\_, 2008, the Common Council adopted Enactment No. RES 08-\_\_\_\_\_ approving entry into this Agreement and the new Use Agreement; and

**WHEREAS**, this Agreement to Undertake Improvements is intended to provide for certain duties and responsibilities of the City, the Mallards and Guarantor for design, development, funding and construction of improvements to Warner Park Stadium in accordance with the City's adopted 2008 Capital Budget and the City's Standard Specifications for Public Works Construction; and

**WHEREAS**, in order to achieve the public purpose of providing recreation and encouraging economic development and tourism for its citizens, the City proposes to design and construct the improvements at Warner Park Stadium which will be made available to the Mallards for the purpose of operating a summer collegiate baseball team thereon; and

**WHEREAS**, the City believes the improvements to the stadium baseball facility pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of

the City and its residents and in accordance with the public purposes and conditions of the applicable state and local laws and requirements under which this Project is being carried out.

**NOW, THEREFORE**, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## **II. DEFINITIONS; APPENDICES**

A. **Definitions.** As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

Agreement: This Agreement to Undertake Improvements by and among the City, the Mallards and Guarantor, as amended and supplemented from time to time.

Ballpark: means the Warner Park baseball Stadium that will be on the Site following the completion of the Project, to generally include the improvements specified in Appendix B hereto.

The specific elements of the improvements to Ballpark shall be as more specifically set forth in the Design Team's final plans, to be approved by the Board of Park Commissioners and Board of Public Works prior to bidding.

Construction Contractor: means the general contractor selected by the City for construction of the Project pursuant to public bidding laws.

Design Team: means Eppstein Uhen Architects

Development: means the Site and the Project.

Letter of Credit: means the irrevocable letter of credit provided by the Mallards for the benefit of the City to secure the Mallards's payment to the City under this Agreement.

Plans and Specifications: means the construction ready plans and specifications for the Project as prepared by the Design Team and as approved by the Park Commission and Board of Public Works.

Project: means the improvements to the Ballpark

Site: means the Warner Park Stadium location in the City of Madison, Wisconsin as more fully described in Appendix A.

Substantial Completion: means, with respect to the Project, the time at which the City issues a Certificate of Occupancy for the Ballpark.

Total Project Costs: means Two Million Two Hundred Thousand Dollars (\$2,200,000).

Use Agreement: means that certain agreement dated even with the date of this Agreement by and among the City, the Mallards and the Northwoods League, as amended and supplemented from time to time.

B. Appendices. The following appendices are hereby attached to and incorporated into this Agreement.

Appendix A: Legal descriptions of the Site.

Appendix B: Description of the Improvements.

### III. PURPOSE OF THE AGREEMENT AND FUTURE STEPS

This Agreement sets forth the respective obligations of the Parties, with the goal of having Substantial Completion of the Project prior to the commencement of the 2010 Mallards baseball season. The future steps to be taken to accomplish this include:

- A. Provision of a Letter of Credit from the Mallards to the City to secure the Mallards contribution of costs to the City for the Project.
- B. Completion of the Plans and Specifications by the Design Team.
- C. Contribution to the City of the Mallards contribution to the Project in an amount of One Million Four Hundred Thousand Dollars (\$1,400,000).
- D. Approval of the City's contribution to the Project in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000).
- E. Approval by the Common Council of this Agreement and the Use Agreement.
- F. Public Bidding of the Project by the City.
- G. Adjustment of the Project, if any, pursuant to Article IV., Section J. hereof in the event the bids exceed the Total Project Cost of Two Million Two Hundred Thousand Dollars (\$2,200,000).
- H. Final Approval of the Construction Contractor and related contract by the Madison Common Council.
- I. Construction of the Project.
- J. Substantial Completion of the Project.

#### IV. CITY'S OBLIGATIONS

- A. Plans and Specifications. The City shall select and retain all Design Team members including all architects, engineers and other consultants necessary for the Project. All such consultants selected by the City shall be specialists, in the City's reasonable judgment, in the improvement of facilities such as the Ballpark. The City shall cause to be prepared all plans and specifications necessary for undertaking the Project. The plans and specifications shall be submitted to the Mallards and Guarantor, for their review and approval, which approval shall not be unreasonably withheld. City and Mallards will share equally in the costs of the Design Team.
- B. Budget. Prior to committing funds towards and undertaking construction of the Project, the City shall prepare a Project Budget setting forth the sources and uses of Project costs. The Project Budget shall be submitted to the Mallards for its review.
- C. Public Bidding. The City shall bid the Project as a public works project subject to applicable state and local laws.
- D. Completion of the Project. The Construction Contractor chosen in the public bidding process shall undertake and construct the Project consistent with the Design Team's approved plans, the City's Standard Specifications for Public Works Construction and the Project Budget. The City and Construction Contractor will endeavor to reach Substantial Completion of the Project on or before April 30, 2010.
- E. City Financial Commitment. The City's financial contribution to the Project shall not exceed an \$800,000 contribution to the Project
- F. Rights of Access to Project. The City shall permit the representatives of the Mallards to have access to the Project at all reasonable times during construction of the Project upon the Mallard's request. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.
- G. Design Disputes During Construction. The City and the Mallards shall attempt in good faith to resolve any controversy or claim arising during the Construction of the Ballpark. If during the construction of the Ballpark, the Mallards determine that the work performed substantially deviates from the approved Plans and Specifications, the Mallards may request that the dispute be referred to a representative of the City of Madison Superintendent of Parks, a representative of the City of Madison Engineer and a representative of the Mallards who will serve as the final arbiters of any construction disputes.

H. Mallards Contribution. The City agrees to use the Mallards Contribution and any interest earned thereon for the sole and exclusive purpose of funding the design and improvements to the Ballpark. The City agrees to provide regular accountings, invoices and copies of construction draws to the Mallards and Guarantor upon their request. If for any reason, the Project does not go forward, any unspent and unencumbered amounts of the Mallards contribution shall be returned to the Mallards.

I. Receipt of Construction Bids. If the City determines upon receipt of construction bids for the Project that the lowest responsive bid exceeds the Total Project Cost, the City, in its sole discretion, may do any of the following: adjust the bid pursuant to alternative bids to be within the Total Project Cost, redesign and rebid the Project; terminate this Agreement and return to the Mallards the Mallards Contribution; obtain additional funding from Mallards; or seek an amendment to the Capital Budget. The City will consult with the Mallards prior to taking any action pursuant to this paragraph.

## V. OBLIGATIONS OF MALLARDS AND GUARANTOR

A. Transfer of Donated Funds. The Mallards and Guarantor shall transfer to the City the sum of \$1,400,000 ("Mallards Contribution") on or before the date the City issues the advertisement for bids for the Project for use by the City on the Project. The Mallards and Guarantor hereby expressly waive and renounce any right to repayment of or reimbursement of the Mallards Contribution, except as is set forth in Article IV. Section H. herein. Included in this figure is the Mallards contribution toward the costs of the Design Team. Mallards shall provide a Letter of Credit for this amount, which Letter of Credit will be released once the Mallards make the entire Mallards Contribution to the City. The Mallards and the City may determine to undertake the improvements contemplated herein in phases. In the event construction is phased, the Mallards shall make a pro-rata contribution in cash for each phase, and reduce the Letter of Credit in an amount equal to the partial cash contribution made by the Mallards.

B. Disclaimer of Relationships. The Mallards and Guarantor acknowledge that nothing contained in this Agreement or any contract between the parties hereto, nor any act by the City, or any of the parties, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving the City.

C. Conflict of Interest. No member, officer, employee or agent of the Mallards or Guarantor or any of their respective designees, or agents, or consultants, who is or has been a public official of the City and who exercises or who has exercised any function of responsibility with respect to the Project during his or her tenure as such public official, or who is in a position to formally participate in a decision-making process or gain insider information with respect to the Project, shall have

any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, or work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during such person's tenure as such public official except as such interest may be due to or the subject of any contract, subcontract or agreement of any kind involving the City.

- D. Public Disclosure of Financial Records. The Mallards and Guarantor shall permit review of the financial records by the City and its auditors at least annually and shall make public disclosure of its annual information tax returns as filed with the Internal Revenue Service.

## VI. CONDITIONS TO CLOSING AND CLOSING.

- A. Conditions to Closing. The parties' obligations to consummate the transactions that are contemplated by this Agreement are contingent upon and shall be subject to satisfaction of the following conditions:

1. The Common Council shall have approved the new Use Agreement and this Agreement.
2. The Common Council shall have approved capital funding of the Project in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000).
3. The City shall have executed a contract with the Design Team for architectural and engineering services necessary for completion of the Project.
4. The Mallards and Guarantor shall have funds available for the Project, in an amount not less than \$1,400,000, and have provided the City with the Letter of Credit in that amount to secure receipt of those funds.

- B. Closing.

At the Closing, the following shall occur:

1. Funding of Project. The Mallards and Guarantor shall arrange to transfer to the City, by wire transfer or other means, the sum of \$1,400,000 which the City shall use to partially pay for construction of the Project. The actual transfer shall take place on or before the City issues the advertisement for bids on the project, subject to the potential phasing of the project discussed in Section V, Paragraph A, above.
2. Use Agreement. The City, the Mallards and Guarantor shall execute the new Use Agreement.

3. Plans and Specifications. Promptly after Closing, the City shall advertise the Project for public bidding.

## VII. INSURANCE AND INDEMNIFICATION

- A. Insurance. During and after construction of the Project, the City shall maintain or cause to be maintained in effect policies of insurance against such risks, both generally and specifically with respect to the Project as are customarily insured against by the City for public facilities of like size and character.
- B. Indemnification. The Mallards and Guarantor and their successors or assigns shall indemnify, save harmless and defend the City, its officials, agents and employees from any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorney costs and fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of the design, or construction of the Ballpark, whether caused by or contributed to by the negligent acts of the City, its agents or employees. The Mallards and Guarantor, for themselves and their successors and assigns, hereby waive all rights of recovery and causes of action as against the City and any of its officials, agents, employees, invitees, consultants and contractors, for any damage to the Ballpark, whether caused by negligence or otherwise.

## VIII. EVENTS OF DEFAULT

Any one or more of the following events is an Event of Default under this Agreement:

- A. If payment due under the Use Agreement is not paid when due and the nonpayment shall continue for fifteen (15) days after written notice to the Mallards;
- B. Any representation of the Mallards shall prove to have been false in any material respect;
- C. Noncompliance or breach of the performance or observance of any of the covenants, agreements or conditions on the part of the Mallards or Guarantor of this Agreement and the continuance thereof for a period of thirty (30) days after receipt by the Mallards and Guarantor of written notice from the City specifying such noncompliance or breach and requesting that it be corrected. Such period may be extended by the City, at its option and in its sole discretion, by giving written notice to the Mallards and Guarantor, prior to the expiration of time specified in the original notice, if the Mallards or Guarantor are diligently and in good faith correcting such default;

- D. Noncompliance or breach of the performance or observance of any of the material terms or conditions of the Use Agreement after the expiration of any applicable cure period;
- E. The Mallards or Guarantor shall:
1. Make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or
  2. Have a court order relief against it under the Bankruptcy Reform Act of 1978; or
  3. File a petition under Chapter 7 or 11 of the Bankruptcy Reform Act of 1978 or to effect a plan or other arrangement with creditors; or
  4. File an answer to a creditor's petition, admitting the material allegations thereof, for liquidation, reorganization or to effect a plan or other arrangement with creditors; or
  5. Apply to a court for the appointment of a receiver for any of its assets; or
  6. Have a receiver appointed for any of its assets and such receiver shall not be discharged within sixty (60) days after his or her appointment.

## IX. REMEDIES

- A. In General. Upon the occurrence of an Event of Default, the City may make a demand upon the Letter of Credit or pursue any available remedy by suit at law or in equity. No remedy conferred upon or reserved to the City under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. In the event the Mallards or Guarantor should default under any of the provisions of this Agreement and the City should employ or assign attorneys or incur other expenses for the collection of any payments due hereunder or the enforcement of performance of any obligation on the part of the Mallards or Guarantor under this Agreement, the Mallards and Guarantor will on demand pay to the City the reasonable costs, charges or fees of such attorneys and such other expenses so incurred.
- B. Enforced Delay in Performance for Causes Beyond the Control of the Parties. For the purpose of any provisions of this Agreement, the City shall not be considered in breach or default of its obligations with respect to the beginning and completion of construction of the Project or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence,



including, but not restricted to acts of God, judicial or administrative injunctions or challenges to the Project, acts of public enemy, acts of the Federal government, fires, floods, epidemics, quarantine restrictions, unforeseen Site or market conditions, strikes, embargos, unusually severe weather or delays of subcontractors due to such causes. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of the City with respect to construction of the improvements shall be extended for the period of the enforced delay; provided that the party seeking the benefit of the beginning of any such enforced delay shall have first notified the other parties thereof in writing and of the cause or cause thereof and requested an extension for the period of the enforced delay.

- C. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or provided by the Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same even to default or breach or any of its remedies for any other event of default or breach by any other party. No waiver made by either such party with respect to the performance or manner or time thereof or any obligation of any other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver or any other obligations of any other party.

## X. EMPLOYEE RELATIONS

- A. Nondiscrimination. In the performance of its obligations hereunder, the Mallards and Guarantor agree not to discriminate against any employee or applicant for employment because of race, religion, martial status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. The Mallards and Guarantor further agree not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex or national origin.
- B. Workforce Utilization. The Mallards and Guarantor agree that, within thirty (30) days after the effective date of this Agreement, each will provide to the City of Madison Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If this Agreement is still in effect, or if the City enters into a new agreement with the Mallards and Guarantor, within one (1) year after the date on which the form was required to be provided, the Mallards and Guarantor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Mallards and Guarantor further agree that, for at least twelve (12) months after the effective date of this Agreement, each will notify the City of Madison Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Mallards or Guarantor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Mallards or Guarantor agree to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Mallards or Guarantor, and if the referral is timely. A referral is timely if it is received by the Mallards or Guarantor on or before the date stated in the notice.

- C. Affirmative Action. As used in this Paragraph C, the term "Mallards" means the Mallards and Guarantor, provided neither is exempt under the provisions of Sec. 39.02 of the Madison General Ordinances.

#### Article I

The Mallards shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Mallards. The Mallards agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

#### Article II

The Mallards shall in all solicitations or advertisements for employees placed by or on behalf of the Mallards state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

#### Article III

The Mallards shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Mallards equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

#### Article IV

(This article applies only to non-public works contracts.)

The Mallards agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Mallards warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

- A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 CFR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 CFR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.

Article V

(Not Applicable)

Article VI

The Mallards will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Mallards or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this contract in whole or in part.
2. Declare the Mallards ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Mallards 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Mallards in the manner described above. The preceding sentence shall not be construed to prohibit a prime Mallards from recovering the amount of such damage from the noncomplying subcontractor.

Article VIII

(Not Applicable)

Article IX

The Mallards shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this article.)

- C. Living Wage. The Mallards and Guarantor agree to pay all employees employed by them in the performance of this Agreement, whether on a full-time or a part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

## XI. SPECIAL PROVISIONS

- A. Wisconsin Law. This Agreement shall be deemed to have been made in the State of Wisconsin and its validity, construction, performance, breach and operation shall be governed by the laws of the State of Wisconsin.
- B. Approvals. Whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, by the officers of the City and the Mallards and Guarantor authorized by law to give such approval and delivered to the party to whom it is directed at the address specified hereunder. The City may reasonably rely upon actions taken by officials and employees of the Mallards and Guarantor purporting to act for the Mallards and Guarantor.
- C. Notices and Demands. A notice, demand or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the parties at their addresses as follows;

City: Superintendent of Parks  
City of Madison  
210 Martin Luther King, Suite 104  
PO Box 2987  
Madison, WI 53701-2987

With copies to: City Attorney  
City County Building, Room 401  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703

Mallards: Steve Schmitt  
2920 North Sherman Ave.  
Madison, WI 53704

or such other addresses as the parties may designate to each other in writing from time to time.

- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

- E. Amendments, Supplements. This Agreement constitutes the entire agreement of the parties, is not to be modified by any prior or subsequent statements of the parties, and may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.
- F. Severability. If any term or provision of this agreement, or the application thereto to any person or circumstance, shall, to any extent, be invalid, unlawful or otherwise unenforceable, the remainder of this Agreement or the application of such term or provisions to the persons or circumstances other than those as to which it is invalid, unlawful or otherwise unenforceable shall not be affected thereby and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- G. Termination. Notwithstanding anything set forth to the contrary herein, or in any other documents evidencing or securing the obligations of the Mallards and Guarantor under this Agreement, this Agreement shall terminate and be of no further force and effect upon expiration or termination of the Use Agreement or, at the City's option, upon the City's return of the Mallards Contribution pursuant to Section V.H. herein. Upon payment of the Use Agreement obligations in full, the City shall return the Corporate Guaranty to the Guarantor.

Signature Page  
Agreement to Undertake Improvements to  
Warner Park Stadium, By and Among  
the City of Madison, Madison Mallards, and  
\_\_\_\_\_ Northern League.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly  
executed as of the date first above written.

CITY OF MADISON, WISCONSIN  
A municipal corporation

By: \_\_\_\_\_  
David J. Cieslewicz  
Mayor

By: \_\_\_\_\_  
Maribeth Witzel-Behl  
City Clerk

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean Brassler, City Comptroller

\_\_\_\_\_  
Michael P. May, City Attorney

MADISON MALLARDS, LLC  
By:

\_\_\_\_\_ Date: \_\_\_\_\_  
[Title]

\_\_\_\_\_ Date: \_\_\_\_\_  
[Title]

NORTHERN LEAGUE [CORPORATE NAME]  
By:

\_\_\_\_\_ Date: \_\_\_\_\_  
[Title]

\_\_\_\_\_ Date: \_\_\_\_\_  
[Title]

