



Negotiation Services
RFP QUESTIONS & ANSWERS

March 6, 2024

1. Has the District identified a target date for completion of negotiations/execution of definitive documents?
 - *Firms can assume a target date of May 31, 2024 to have draft documents for review by the Board of Directors.*
2. Please clarify the District’s request regarding billing rates and “Actual Cost Not to Exceed Estimate” – per the heading, the District seeks an estimate of our actual NTE costs, while the body of the text asks for an actual NTE without prior approval. Is the District looking for (i) our best estimate of all-in costs, based on anticipated body of work, or (ii) a firm fixed price, not to be exceeded without Board approval?
 - *The District is asking for your Firm’s initial actual cost, not to exceed estimate based on the anticipated work. You may provide any general assumptions you use to arrive at your estimate.*
3. May we mark certain pages of our proposal as confidential/proprietary, with the assumption submitted proposals are subject to open records requests?
 - *Yes, understanding that the District will comply with Wisconsin public records laws.*
4. What is the District’s desired outside date to complete the site lease and non-relocation agreement negotiation process with the Team?
 - *Firms can assume a target date of May 31, 2024 to have draft documents for review by the Board of Directors.*
5. Are there any other critical milestone dates of which we should be aware?
 - *No.*
6. How much time does the District anticipate it will take to obtain the required approvals from the Wisconsin Department of Administration (Section 50 of Act 40)?
 - *Unsure. Firms should assume a target date of May 31, 2024 to have draft documents for review by the Board of Directors.*



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7. Are there key provisions from the existing site lease and non-relocation agreements that the District would like to retain in the new lease and non-relocation agreement? Conversely, are there any particular provisions that the District would like to ensure do not carry over into the new agreements? We are looking to better understand whether the project will involve an entire re-write of the existing agreements or only modifications of certain provisions therein.
 - *This will be determined by the Board of Directors.*
8. Under the new lease, which party will be obligated to conduct the stadium's winterizing improvements – the District or the Team? Or will this work be shared by the parties? If the Team will be obligated to lead and conduct the winterization work, what conditions will the District impose on such work?
 - *Please refer to the legislation regarding winterization. Any requested reference to winterization in the lease will be determined by the Board of Directors.*
9. We noted that in connection with the 2014 and 2019 amendments and restatements of the site lease, the District and Team also amended the ownership agreement to adjust their respective ownership interests in the stadium project, as required under Section 3(f) of the 2014 Second Amended and Restated Miller Park Shared Ownership Agreement. Will a similar ownership interest readjustment also occur in 2024, and if so, is the District looking for RFP respondents to assist with documenting such readjustment?
 - *Yes, it is anticipated the Shared Ownership Agreement will be revised along with the Lease and Non-Relocation Agreements. The selected firm will assist to the extent necessary for all documents to be consistent.*
10. Is the District open to receiving a proposal submitted jointly by two law firms?
 - *Yes.*
11. Is the District contemplating a Third Amended and Restated Lease (using the Second A/R Lease attached to the RFP as a starting point) or are they anticipating an entirely new lease draft? Same question as to the non-relocation agreement. Also, can we assume that an amendment to the recorded memorandum of lease will also be required? Note: the lease is in fact a sublease and possibly a sub-license as to certain licensed lands. This may have other documentation and negotiation ramifications as well.
 - *This will be determined by the Board of Directors.*



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12. While we assume the Team is sufficiently incentivized (via grant funds and term extension) to re-negotiate its lease inasmuch as their existing lease term does not expire until 2030, is the District aware of any particular issues, conditions or requirements that will make these negotiations more difficult or protracted.

- *No.*

13. Can the District provide additional information regarding other lease amendments terms, conditions, and provisions (aside from what is in the 2023 Acts 40 and 41)? We need to understand the full extent of the assignment in order to attempt to provide an approach and estimated NTE fee amount. We have no terms of the new deal (other than what is in the 2023 Acts) and a small fraction of the existing Stadium documentation.

These additional terms may have related implications for additional work that will need to be made available to the negotiating team to accurately reflect in the new lease, including related implications to other Stadium Project documents, existing entitlements/governmental approvals, third party consents, approvals, recognition, non-disturbance, or other documents that may need to be obtained or amended (e.g. the underlying ground leases, license agreements, the Shared Ownership Agreement, etc.).

- *This will be determined by the Board of Directors. The District is asking for your Firm's initial actual cost, not to exceed estimate based on the anticipated work. You may provide any general assumptions you use to arrive at your estimate. Please assume your role is limited to re-negotiating the Lease and Non-Relocation Agreements.*

14. Are there changes other than the terms of the new 2023 Acts?

Act 40: addressing grants, District Payments, Team Payments, a Facility Management Contract (with 3rd party manager or a District Executive Director), discount ticket day, annual contribution by Team to youth sports organizations, ticket surcharges for other than home field MLB games, special fund to be created by District with revenue received from Dept of Revenue (Subch. V of Ch. 77, 2021 stats), segregated fund reserve payments, segregated fund provisions and purposes, County deposits to segregated fund, provisions related to bonds issued by the District, state pledge to bondholders, reporting requirements, preparation of a redevelopment report within 2 yrs with options for redevelopment of baseball park facilities (excluding a stadium), including a statement supporting/opposing a potential payment in lieu of general property taxes, appointment of new district members, and 90 days to confirm keep/fire all district employees. With minor exceptions, **Act 40 Effective Date is 12/7/2023**

Act 41: addressing grant to District, loans to District, admin of municipality taxes, county taxes, and baseball park facilities improvement fund. With minor exceptions, **Act 41 Effective Date is 7/1/2024.**



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Specifically, any changes to:

- Skyboxes
- Team Uses and Events
- signage/naming rights
- Rent/Additional Payments
- extension options
- Team Permitted Uses
- Management obligations
- District Reserved Rights (Uses)
- Maintenance / Major Improvements / Discretionary Team Projects
- Segregated Fund (other than what is in the 2023 Acts)
- District's annual maintenance/repair contribution
- assignment / sublease rights
- updated insurance requirements
- updated title / permitted exceptions
- updated exhibits (including new non-relocation agreement and Shared Ownership Agreement)

- *This will be determined by the Board of Directors.*

15. What is the project timeframe (both RFP selection process and deal documentation and negotiation)? Is there a deadline for completion of the new lease? Will the Team be working on this during the 2024 MLB Season?

- *The Board of Directors will determine if and when interviews are held for the selection process. The Board of Directors will meet to approve a Firm as soon as they are prepared to do so. Firms should assume a target date of May 31, 2024 to have draft documents for review by the Board of Directors.*

16. Will there be new improvements or is that the purpose of the Redevelopment Plan Report required by Act 40? If yes, will they all be "on-site" or are any offsite improvements required or contemplated (e.g., interstate ramps/access to roadways serving the Stadium)? If so, who will perform? Will they be paid entirely out of the segregated fund? What is the timing for any governmental entitlements or approvals related to same and what impacts would this have on lease execution?

- *No. The Redevelopment Report is a legislative requirement that may or may not be referenced in the Lease Agreement.*



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17. Are there any other investigations, tests, studies or reports required (other than the Redevelopment Plan)? If so, are there any specific conditions that are applicable to any of these?
 - *The Redevelopment Report is a legislative requirement that may or may not be referenced in the Lease Agreement.*
18. Other than the funding / contribution requirements in the Acts, will there be a different allocation of costs, responsibilities, liabilities, or ownership interests between the District and the Team?
 - *This will be determined by the Board of Directors.*
19. Are there specific historic issues or problems that need to be addressed regarding the physical condition of the Stadium or Site? Any vendor, concessionaire or other operational issues? Any issues related to ancillary businesses, revenue streams, etc.?
 - *This will be determined by the Board of Directors.*
20. From the District's perspective, what conditions or requirements must be satisfied by the Team before the District will execute the new lease? For purposes of this question, "satisfied" will be deemed to mean and include "confirmed, obtained, paid, performed, guaranteed, delivered, negotiated, amended, consented to, or approved"?
 - *This will be determined by the Board of Directors.*
21. Without further information, can the RFP response include the negotiating team's assumptions, qualifications, or limitations regarding several of the matters above?
 - *Yes.*
22. Can we assume that the successful RFP Legal Team will be provided access to all existing and underlying documents and plans related to the Stadium, Stadium Project and Site, including all "Other Stadium Agreements" (including, without limitation, all documents, agreements, site plans, construction plans, surveys, plats, studies, reports, investigations, statutes/ordinances related to the Site, Stadium and Stadium Project, including ownership, lease, license, loan/finance, bonds, reserve funds, underlying title matters, operations, repairs, remediation, concession, vendor, signage, naming rights, construction and anticipated capital improvements)? For example, prior closing binders and existing document indices for all of the foregoing?

Specific Other Documents:



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- Underlying Ground Leases and License Agreements affecting portions of the Site
 - All other applicable agreements with governmental authorities
 - Agreement Regarding Lands
 - REA (with CMC Heartland)
 - Construction Funding/Admin Agreements
 - Baseball Rules and Regulations, including all MLB relevant documents, including approvals, rules, regulations, policies, procedures, funding or other requirements, maintenance standards, etc.
 - Concession, Management, Parking, Traffic Security, Signage and other Vendor Agreements
- *The selected Firm will be provided with all available and pertinent documents necessary for the work.*
23. Can the District provide a list of anticipated, potential, necessary, or required “other documents, agreements or amendments” that may arise or result from the new lease?
- *The selected Firm will be provided with all available and pertinent documents necessary for the work.*
24. Can the District provide a list of anticipated, potential, necessary or required fee owner, ground lessor, master licensor, lender, bond issuer/trustee/holder, governmental, utility, or other third party consents or approvals required in connection with the new lease, any activities or improvements contemplated thereunder? Specifically, what is the involvement of MLB in the process.
- *The selected Firm will be provided with all available and pertinent documents necessary for the work.*
25. Can the District provide, in general, a list of all parties that will be involved in any way with this project, including (in addition to the District and the Team and those listed in the bullet above), MLB, Federal Government (as to any offsite improvements), Stadium or Stadium concession, retail, food/concession, parking/valet, traffic, security, internet/wireless/telecommunications or other vendors, concessionaires, operators, or other design, structural, retractable roof, geotechnical, environmental, management, insurance, land use, bond or other economic development incentive, traffic, traffic control, security, signage, landscaping, lighting or other consultants, architects, engineers, agents, representatives, etc.?
- *The Lease and Non-Relocation Agreements are between the District and the Milwaukee Brewers Baseball Club, Limited Partnership.*



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26. Can the District confirm that, other than the Facility Manager, there are no other entities that play a role in the operation/management of the stadium?
- *The two entities that are responsible for the operation/management of the stadium are the District and the Milwaukee Brewers Baseball Club, Limited Partnership. These parties may (and currently do) contract with various other entities to meet their obligations for operation and management of the stadium, consistent with the terms of the lease.*
27. Can we assume that there is no required due diligence, operating, property condition, environmental or other reports, studies or investigations required or significant time for the negotiating team to review, analyze and determine what, if anything, needs to be included in the new lease?
- *Yes.*
28. Can we assume that the fee estimate relates to negotiation services only for the 2 documents identified, and that there will not be any immediate new development or work contemplated that would require new construction or development agreements, oversight of permitting, entitlements or other governmental approvals, etc.?
- *Yes.*
29. If revenue and expenses are shared in the respective ownership interest percentages in the Shared Ownership Agreement, what does it mean in the existing lease that the Team is leasing the District's Ownership Interest in § 2.2?
- *It is anticipated the Shared Ownership Agreement will be revised along with the Lease and Non-Relocation Agreements. The selected firm will assist to the extent necessary for all documents to be consistent.*