

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
ADMINISTRATION COMMITTEE
First Floor Conference Room
100 Main Street, Menasha
June 4, 2018
6:30 PM
or immediately following Common Council
AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. MINUTES TO APPROVE
 - 1. Administration Committee, 5/21/18
- D. DISCUSSION/ACTION ITEMS
 - 1. O-12-18 An Ordinance Amending Title 1, Chapter 2 of the Code of Ordinances (Issuance of Citations) (Introduced by Ald. Nichols)
 - 2. R-19-18 A Resolution Authorizing the Execution and Delivery of Documents Relating to the Fox Cities Sport Facility Project (Introduced by Mayor Merkes)
- E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
ADMINISTRATION COMMITTEE
First Floor Conference Room
100 Main Street, Menasha
May 21, 2018
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 8:00 p.m.

B. ROLL CALL

PRESENT: Aldermen Stan Sevenich, Mark Langdon, Steve Krueger, Tom Grade, Ted Grade, Randy Ropella, Rebecca Nichols, James Taylor.

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, ASD Jacobs, CDD Schroeder, DPW Radomski, PHD McKenney, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. Special Administration Committee, 5/7/18

2. Administration Committee, 5/7/18

Moved by Ald. Krueger seconded by Ald. Langdon to approve Special Administration Committee and Administration Committee minutes of 5/7/18

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

1. Apply for, Receive and Spend Taking Action with Data Grant Funds.

PHD McKenney explained the grant is supported by the WI Department of Health Services (DHS). The grant of \$10,000 is to be used to develop new, innovative, or enhanced projects to improve public health. If received, the Health Department intends to use the funds to help reduce lead hazards in Menasha homes. Their plan is to enhance a data base with the ages of homes to assess lead risks, provide education to families on lead hazard in homes, collaborate with medical personnel to increase the number of children receiving blood lead level testing, maintain the home water filtration program, and conduct a cost benefit analysis of integrating the project into current health department programs. PHD McKenney stated this is a very competitive grant, however there is compelling reason to apply for funds, given the statistics the Health Department has gathered in Menasha.

Moved by Ald. Langdon seconded by Ald. Krueger to recommend to Common Council to approve the request to apply for, receive, and spend the Taking Action with Data grant opportunity.

Motion carried on roll call 8-0.

2. Receive and Spend K-9 Grant Funds.

PC Styka explained with the recent departure of an officer and his K-9, the department has been working with a kennel in Kansas to replace the K-9. The kennel has offered a \$2,500 grant to help with the cost of the dog and training. Through donations received from the community and budgeted funds, the cost to purchase the K-9 is fully funded.

General discussion ensued on the age and working life of the dog, type of breed that is best suited for police work, matching the K-9 with the handler, sharing the K-9 with neighboring municipalities, and allowing an officer to travel to Kansas for the training.

Moved by Ald. Taylor seconded by Ald. Langdon to recommend to Common Council to approve accepting and spending the awarded grant funds to purchase a new K-9 for the City of Menasha and allow an officer to travel to Kansas for the training.
Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Tom Grade to adjourn at 8:16 p.m.
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk



Memorandum

Date: May 31, 2018

To: Administration Committee

From: Chief Tim Styka 

RE: Ordinance 1-2-3: Providing CSO's Ability to Issue Summonses

Background

The Menasha Code provides the authority for staff to be able to issue summonses for violations of the Code of Ordinance. Sworn Police Officers have the authority to enforce the entire Code and other Department Heads or their designee has the authority to enforce the sections of the code applicable to their Departments.

The authority to issue summonses to the Code currently does not include the Community Service Officers. The CSOs investigate such matters as animal complaints, junked vehicles, storage of junk and public nuisances. Under the current process when certain criteria are met for a summons to be issued the CSO must go to a sworn officer and request a summons be issued. The sworn officer generally has limited information on the reason for the summons to be issued. This is also not an efficient process as the CSO either has to call a sworn officer over to their scene or meet up with a sworn officer to accomplish this task. A change to the City Code would provide the authority to CSOs to issue summonses under certain limited circumstances.

Recommendation

I am requesting the Section 1-2-3 Issuance of Citations be amended to add section (h) which would allow for CSOs to issue summonses in the following limited areas:

- SEC 7-1: Animal Code
- SEC 10-1: Traffic code
- SEC 10-4: Junked Vehicles
- SEC 11-3: Storage of Junk
- SEC 11-7: Public Nuisances

This request will not change how these matters are currently investigated. It will simply improve the process and provide for the person with the greatest knowledge of an issue to be able to issue the summons. I should also note that an internal system of checks and balances, which already exists, requires a CSO to get authorization from a supervisor before issuing a summons.

In addition to the outlined change above, the proposed ordinance change also would correct an administrative error in the code where referenced Sections are referred to as Chapters in section (b), (c) and (d).

Thank you for your consideration of this change.



ORDINANCE O-12-18

AN ORDINANCE AMENDING TITLE 1, CHAPTER 2 OF THE CODE OF ORDINANCES
(Issuance of Citations)

INTRODUCED BY ALDERMAN NICHOLS

The Common Council of the City of Menasha does hereby ordain as follows:

SECTION 1: Amend Title 1, Chapter 2, SEC 1-2-3 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 1 – General Provisions for Use of Code of Ordinances

CHAPTER 2

Enforcement of Ordinances; Issuance of Citations

SEC. 1-2-3 ISSUANCE OF CITATIONS.

...
...

- (b) The Fire Chief or his/her designee is authorized to issue citations under ~~Chapter~~ SEC. 5-2, 5-3 and 11-7 of the City of Menasha Code.
- (c) The Community Development Director or his/her designee is authorized to issue citations under ~~Chapter~~ SEC. 8-1, 8-2, 11-7, 13-1, 13-2, 13-3, 15-1 and 15-2 of the City of Menasha Code.
- (d) The Public Works Director or his/her designee is authorized to issue citations under ~~Chapter~~ SEC. 6-2, 6-4, 8-1 and 8-3 of the City of Menasha Code.

...

(h) Community Service Officers are authorized to issue citations under SEC. 7-1, 10-1, 10-4, 11-3, and 11-7 of the City of Menasha Code.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this ____ day of _____, 2018.

Recommended by:

Motion/Second:

Vote: _____

Pass/Fail: _____

Requires: Majority Vote

Donald Merkes, Mayor
ATTEST:

Deborah A. Galeazzi, City Clerk



MEMORANDUM

To: City of Menasha Administration Committee & Common Council

From: John Jacobs, Administrative Services Director

Date: May 30, 2018

RE: Resolution R-19-18: A Resolution Authorizing the Execution and Delivery of Documents Relating to the Fox Cities Sports Facility Project

BACKGROUND UPDATE

The proposed authorizing resolution, along with several other documents relating to the financing of the Fox Cities Sports Facility, is attached here for your review. Because the bond issuance is scheduled for early August 2018, we are presenting these documents for review and action of the Common Council in June 2018, even though the final terms of the financing will not be completed for another 60 days.

Bob Buckingham, the Community Development Director for the Town of Grand Chute, and Pam Seidl, the Executive Director for the Fox Cities Convention & Visitors Bureau, will make a brief presentation to the Common Council at the June 4th meeting to discuss the project and be able to answer any questions from the Common Council.

In the meeting packet for the Administration Committee, there will be three documents for your review. However, only Resolution R-19-18 will be the document that needs the recommendation from the Administration Committee during the June 4th meeting. The other two documents are additional agreements that are required to be signed by all ten of the Fox Cities Room Tax Commission municipalities, in order for the Town of Grand Chute to be able to execute and finance the capital borrowing for the new sports facility.

Then at the June 18th meeting, the Common Council will take action on Resolution R-19-18, prior to the deadline of June 30th set by the Town of Grand Chute and its financial advisor, Baird.

The documents in the packet include the following items for both the 6/04/18 and 6/18/18 meetings of the Administration Committee and Common Council, respectively:

- Resolution R-19-18: A Resolution Authorizing the Execution and Delivery of Documents Relating to the Fox Cities Sports Facility Project
- Cooperation Agreement for the Fox Cities Sports Facility
- Pledge and Security Agreement relating to the Fox Cities Sports Facility

The present room tax distribution (of the 10% room tax rate) will be as follows during the duration of the issuance and debt amortization schedule for the Fox Cities Sports Facility bonds:

- 2.85% - paid to Fox Cities Convention & Visitors Bureau (“CVB Room Tax”)
- 3.00% - paid to fiscal agent for Exhibition Center bonds (“Exhibition Center Room Tax”)
- 3.00% - paid to fiscal agent for the proposed New Sports Facility (“Tourism Facilities Room Tax”)
- 1.15% - paid to individual municipalities for the general tourism support (“Municipal Room Tax”)

As you might recall, all hotels and Airbnb’s will be required to make their quarterly payments to the fiscal agent, Associated Trust, beginning with the 7/31/18 payment. Then several weeks later, Associated Trust will distribute the quarterly payment share to each municipality for their 1.15% allocation of the room taxes collected for the quarter.

All 10 municipalities have been requested to adopt the attached resolution by June 30th, in order for the bond offering statement to be printed and distributed, for the issuance of the bonds to occur on schedule during the months of July and August 2018.

FISCAL IMPACT

There is no fiscal impact to the City of Menasha for the execution and approval of the attached resolution and other accompanying documents.

STAFF RECOMMENDATION

Based on City staff’s review of the attached documents, the City of Menasha Administration Committee should make a motion at the 6/04/2018 Administration Committee to recommend and forward to the 6/18/2018 Common Council meeting to:

- Move to adopt Resolution R-19-18 and supporting documents as presented.



RESOLUTION R-19-18

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO THE FOX CITIES SPORTS FACILITY PROJECT

Introduced by Mayor Merkes

WHEREAS, the City of Menasha, Wisconsin (the “**Municipality**”) adopted an amended and restated room tax ordinance (the “**Room Tax Ordinance**”), that levied a 10% room tax (the “**Room Tax**”), which includes a 3% room tax allocated toward the support of amateur sports facilities within the Fox Cities Tourism Zone (established under the Commission and Zone Agreement described below) (the “**Fox Cities Tourism Zone**”) and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Fox Cities Tourism Zone (the “**Tourism Facilities Room Tax**”) and, among other things, set forth the priority of application of payments of the Room Tax; and

WHEREAS, the Municipality, certain other municipalities in the Fox Cities Tourism Zone (together with the Municipality, the “**Municipalities**”), and the Fox Cities Room Tax Commission (the “**Commission**”) have entered into an Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015 (as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of May 1, 2018, the “**Commission and Zone Agreement**”), to confirm the establishment of the Fox Cities Tourism Zone, to confirm the establishment of the Commission and its powers, duties, and membership, to appoint the Fox Cities Convention & Visitors Bureau (the “**CVB**”) as a tourism entity to provide for the administration of the Tourism Facilities Room Tax; and

WHEREAS, the Municipalities, the Commission, and Associated Trust Company, National Association, in its capacity as fiscal agent (the “**Fiscal Agent**”), are parties to a Fox Cities Room Tax Fiscal Agency Agreement, dated as of May 1, 2018 (the “**Fiscal Agency Agreement**”), pursuant to which the Municipalities have directed the hotelkeepers, motel operators, and other persons or entities furnishing accommodations that are available to the public and obligated to pay the Room Tax (the “**Operators**”) within their respective jurisdictions to forward all Room Taxes to the Fiscal Agent to be allocated by the Fiscal Agent to the respective purposes therefor under the Room Tax Ordinance, including the allocation of the Tourism Facilities Room Tax; and

WHEREAS, the Town of Grand Chute, Wisconsin has donated land on which the Fox Cities sports facility, an indoor venue for ice and hardcourt sporting events (the “**Sports Facility**”), will be constructed and which Sports Facility is expected to be financed by bonds (the “**Bonds**”) to be

issued by the Community Development Authority of the Town of Grand Chute, Wisconsin (the “**Authority**”); and

WHEREAS, the Sports Facility constitutes an amateur sports facility located within the Fox Cities Tourism Zone reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Fox Cities Tourism Zone; and

WHEREAS, the Municipality desires to enter into a Cooperation Agreement for the Fox Cities Sports Facility (the “**Cooperation Agreement**”), with the other Municipalities, the Authority, Commission, and the Fox Cities Convention & Visitors Bureau, Inc. pursuant to which all the parties thereto will agree to take all necessary action to provide that the Sports Facility will be constructed for the promotion and development of tourism activities within the Fox Cities Tourism Zone and that all the Tourism Facilities Room Tax is pledged to pay debt service on the Bonds that will finance the construction and equipping of the Sports Facility and related payments or deposits such as costs of issuance, a debt service reserve fund, a stabilization fund, and a capitalized interest fund; and

WHEREAS, to provide for the pledge of the Tourism Facilities Room Tax for the payment of the Bonds, the Municipality desires to enter into a Pledge and Security Agreement with the other Municipalities, the Commission, and a trustee (the “**Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Pledge and Security Agreement, all the Tourism Facilities Room Tax will be required to be paid to the trustee for the Bonds; and

WHEREAS, it is necessary and desirable to enter into the Cooperation Agreement and the Pledge and Security Agreement in furtherance of the promotion and development of tourism activities within the Fox Cities Tourism Zone; and

WHEREAS, there have been presented to the Municipality substantially final drafts of a Cooperation Agreement and a Pledge and Security Agreement (collectively, the “**Sports Facility Documents**”);

NOW, THEREFORE, BE IT RESOLVED by the Common Council (the “**Governing Body**”) of the Municipality as follows:

Section 1. Sports Facility as Tourism Development.

It is hereby found and determined that the construction and development of the Sports Facility is crucial to the achievement of a sound and coordinated development of the Fox Cities Tourism Zone and for the promotion and development of tourism activities within the Fox Cities Tourism Zone.

Section 2. Approval of Sports Facility Documents.

The terms and provisions of the Cooperation Agreement and the Pledge and Security Agreement are hereby approved. The Mayor and Clerk are hereby authorized for and in the name of the Municipality to execute and deliver the Sports Facility Documents in substantially the forms thereof presented herewith, with such insertions therein or corrections or

changes thereto as shall be approved by such officers consistent with this resolution, their execution thereof to constitute conclusive evidence of their approval of any such insertions, corrections, or changes.

Section 3. General Authorizations.

The officers of the Municipality are hereby each authorized to execute, publish, file, and record such other documents, instruments, notices, and records and to take such other actions, including entering into additional agreements and amending existing agreements, as shall be necessary or desirable to accomplish the purposes of this resolution and to comply with the obligations of the Municipality under the Commission and Zone Agreement and the Sports Facility Documents, as each may be amended and restated, and to facilitate the issuance of the Bonds. In addition, the representatives of the Municipality that serve as commissioners on the Commission are hereby authorized and directed to take any necessary action on behalf of the Municipality with respect to actions taken by the Commission relating to the Bonds and the Tourism Facilities Room Tax allocated to the payment, either directly or indirectly, of debt service on the Bonds.

Section 4. Effective Date.

This resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of the Governing Body are inconsistent with the provisions hereof, this resolution shall control, and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this resolution.

Passed and approved this ____ day of _____, 2018.

Recommended by: _____
Moved: _____
Requires: __ Majority Vote __ 2/3 Vote
Vote: _____

Donald Merkes, Mayor
ATTEST:

Deborah A. Galeazzi, City Clerk

**COOPERATION AGREEMENT
FOR THE
FOX CITIES SPORTS FACILITY**

Dated as of [August 1], 2018

by and among

THE MUNICIPALITIES NAMED HEREIN,

the

COMMUNITY DEVELOPMENT AUTHORITY OF THE
TOWN OF GRAND CHUTE, WISCONSIN,

the

FOX CITIES AREA ROOM TAX COMMISSION,

and the

FOX CITIES CONVENTION & VISITORS BUREAU, INC.

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 1

ARTICLE II FACTS AND RECITALS 4

 Section 2.01 Governing Body Authorizations..... 4

 Section 2.02 Tourism Zone Objectives. 4

 Section 2.03 Importance of Sports Facility. 4

 Section 2.04 Construction of Sports Facility..... 5

 Section 2.05 Levy and Importance of Room Tax Revenues. 5

 Section 2.06 Contract with CVB. 5

 Section 2.07 Grant of Tourism Facilities Room Tax. 5

 Section 2.08 Grand Chute to Create TID. 5

ARTICLE III FINANCING OF THE SPORTS FACILITY PROJECT 6

 Section 3.01 Contribution of Sports Facility Property to Authority. 6

 Section 3.02 Acceptance of Grand Chute Contribution. 6

 Section 3.03 Costs of Construction; Application of Funds Held by CVB. 6

 Section 3.04 Issuance of Bonds. 6

 Section 3.05 Lease of Sports Facility Property. 7

 Section 3.06 Municipalities to Pledge the Tourism Facilities Room Tax. 8

 Section 3.07 Mortgage of the Sports Facility Property. 8

 Section 3.08 Credit Enhancement. 8

ARTICLE IV OPERATION OF THE SPORTS FACILITY 8

 Section 4.01 Grand Chute to Provide Administrative Support to Authority..... 8

 Section 4.02 Management Agreement. 9

 Section 4.03 Municipalities to Participate in the Room Tax Commission..... 9

 Section 4.04 Nondiscrimination. 9

ARTICLE V MISCELLANEOUS 9

 Section 5.01 Additional Municipalities..... 9

 Section 5.02 Assignment of Rights Under this Agreement..... 9

 Section 5.03 No Personal Liability..... 10

 Section 5.04 Parties and Interests..... 10

 Section 5.05 Notices..... 10

 Section 5.06 Amendment. 10

 Section 5.07 Termination of Agreement. 10

 Section 5.08 Governing Law 10

 Section 5.09 Captions..... 10

 Section 5.10 Counterparts. 11

 Section 5.11 Severability..... 11

EXHIBIT A - Sports Facility Project..... A-1

EXHIBIT B - Sports Facility Property Description..... B-1

EXHIBIT C – Form of Joinder Agreement C-1

**COOPERATION AGREEMENT
FOR THE
FOX CITIES SPORTS FACILITY**

This COOPERATION AGREEMENT (this “**Agreement**”), is made as of [August 1], 2018, by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kimberly**”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Little Chute**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**”, and collectively with Appleton, Fox Crossing, Grand Chute, Kaukauna, Kimberly, Little Chute, Menasha, City of Neenah, and Town of Neenah, the “**Municipalities**”), the COMMUNITY DEVELOPMENT AUTHORITY OF THE TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin body corporate and politic (the “**Authority**”), the FOX CITIES AREA ROOM TAX COMMISSION, a Wisconsin intergovernmental commission (the “**Room Tax Commission**”), and the FOX CITIES CONVENTION & VISITORS BUREAU, INC., a Wisconsin nonprofit corporation (the “**CVB**”).

ARTICLE I

DEFINITIONS

In addition to those terms defined throughout this Agreement, the following terms shall have the following meanings ascribed to them:

“**Additional Bonds**” means such revenue bonds in such series and in such principal amounts as the Authority may issue from time to time pursuant to a supplement to the Indenture for the purpose of refinancing or refunding then-outstanding Bonds.

“**Additional Municipality**” means any municipality within the Tourism Zone which, subsequent to the date of this Agreement, becomes a member of the Room Tax Commission and which, pursuant to Section 5.01, becomes a party to this Agreement.

“**Bonds**” means, collectively, the Series 2018 Bonds and any Additional Bonds issued by the Authority for the purposes set forth in this Agreement.

“**Commission Agreement**” means the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, by and between the Municipalities and the Room Tax Commission, as amended by a First Amendment to Amended

and Restated Room Tax Commission and Tourism Zone Agreement, dated as of May 1, 2018, and as further amended from time to time.

“**Credit Enhancement**” means a policy of bond insurance, a letter of credit, a guaranty, or another form of credit enhancement as security for payment of debt service on the Bonds.

“**CVB**” shall mean the Fox Cities Convention & Visitors Bureau, Inc., a Wisconsin nonprofit corporation, or its successors and assigns pursuant to the Tourism Entity Agreement.

“**Governing Body**” means, when used with reference to a Municipality, the Common Council, Village Board, or Town Board, as applicable, of such Municipality.

“**Governing Body Authorizations**” means (i) the Ordinances, (ii) the resolutions authorizing the execution and delivery of documents relating to the Sports Facility adopted by the Governing Bodies of: (a) Appleton on _____, 2018, (b) Fox Crossing on _____, 2018, (c) Grand Chute on [June 5], 2018 (d) Kaukauna on _____, 2018, (e) Kimberly on _____, 2018, (f) Little Chute on _____, 2018, (g) Menasha on _____, 2018, (h) City of Neenah on _____, 2018, (i) Town of Neenah on _____, 2018, and (j) Sherwood on _____, 2018, (iii) the resolution of the Room Tax Commission adopted on _____, 2018 relating to the Sports Facility, and (iv) the resolutions of the Authority adopted on May 9, 2018, on [May 23], 2018, and on [July ____], 2018, each relating to the Sports Facility.

“**Indenture**” means the Indenture of Trust, dated as of [August 1], 2018, by and between the Authority and the Trustee with respect to the Series 2018 Bonds as supplemented or amended from time to time pursuant to the terms thereof, including pursuant to which Additional Bonds are issued.

“**Lease**” means the instrument of lease between the Authority and Grand Chute described in Section 3.05 hereof, as amended from time to time pursuant to the terms thereof, including in connection with the issuance of Additional Bonds.

“**Management Agreement**” means the [Name of Management Agreement] dated _____, 2018 entered into by Grand Chute and Fox Cities Sports Development, Inc., a Wisconsin nonprofit corporation, a single purpose entity formed to oversee the management and operation of the Sports Facility, as amended from time to time, or any similar agreement entered into by Grand Chute that provides for the management and operation of the Sports Facility.

“**Mortgage**” means, collectively the Mortgage and Security Agreement, dated as of [August 1], 2018, by the Authority in favor of the Trustee, or any other mortgages and assignments of leases, security agreements or other agreements or instruments entered into by the Authority and delivered to the Trustee for the purpose of granting the Trustee a mortgage lien on the Sports Facility Property and all improvements located thereon, including the Sports Facility, and a security interest in the personal property described therein, as collateral security for the payment of the Bonds, in each case as amended from time to time pursuant to the terms thereof.

“**Municipality**” means each of Appleton, Fox Crossing, Grand Chute, Kaukauna, Kimberly, Little Chute, Menasha, City of Neenah, Town of Neenah, Sherwood, and any Additional Municipality.

“**Operators**” means any hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public and are obligated to pay the Room Tax.

“**Ordinances**” means the amended and restated room tax ordinances adopted by each Municipality’s Governing Body pursuant to the Room Tax Act, which levied a 10% Room Tax, including the Tourism Facilities Room Tax.

“**Pledge and Security Agreement**” means the Pledge and Security Agreement, dated as of [August 1], 2018, by and among the Municipalities, the Room Tax Commission, and the Trustee, incorporating the pledge of Tourism Facilities Room Taxes to the payment, directly or indirectly, of the costs of construction of the Sports Facility and debt service on the Bonds and/or such other reasonable and customary payments or deposits related to the Bonds as may be provided in the Indenture, such as, but not limited to, costs of issuance and administration, Credit Enhancement, capitalized interest, debt service reserve, and room tax stabilization funds, as amended from time to time pursuant to the terms thereof.

“**Redevelopment Act**” means Sections 66.1333, 66.1335, and 66.1341 of the Wisconsin Statutes, as amended.

“**Room Tax**” means a tax levied pursuant to the Room Tax Act.

“**Room Tax Act**” means Section 66.0615 of the Wisconsin Statutes, as amended.

“**Room Tax Commission**” means the Fox Cities Area Room Tax Commission created by the Municipalities for the purpose of coordinating tourism promotion and tourism development in the Tourism Zone, the membership of which shall be established as set forth in the Commission Agreement and subsection (1m)(c)2. of the Room Tax Act.

“**Series 2018 Bonds**” means the Authority’s Taxable Lease Revenue Bonds, Series 2018 (Fox Cities Sports Facility Project), dated their date of initial delivery, issued in the aggregate principal amount of \$_____ pursuant to the Indenture.

“**Sports Facility**” means the Fox Cities Sports Facility, an indoor venue for ice and hardcourt sporting events, and which is an amateur sports facility located within the Tourism Zone reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Tourism Zone, more specifically described in Exhibit A hereto to be situated on the Sports Facility Property.

“**Sports Facility Property**” means the real property legally described in Exhibit B hereto, but excluding any real property released from time to time under the Lease and the Mortgage in accordance with their respective terms.

“**Tourism Facilities Room Tax**” means the 3% Room Tax levied by each Municipality pursuant to the Room Tax Act and the Ordinances allocated toward the support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Fox Cities Tourism Zone.

“**Tourism Entity Agreement**” means the Amended and Restated Tourism Entity Agreement, dated as of May 1, 2018, by and between the CVB and the Room Tax Commission.

“**Tourism Zone**” as means the Fox Cities Tourism Zone, established pursuant to the Commission Agreement and the Room Tax Act, encompassing the Municipalities and any neighboring municipalities.

“**Trustee**” means Associated Trust Company, National Association, as trustee under the Indenture, and its successors in such capacity.

ARTICLE II

FACTS AND RECITALS

Section 2.01 Governing Body Authorizations.

The execution, delivery and performance of this Agreement by the Municipalities, the Room Tax Commission, and the Authority have been authorized by the respective Governing Body Authorizations and pursuant to Section 66.0301 of the Wisconsin Statutes, the Room Tax Act and the Redevelopment Act.

Section 2.02 Tourism Zone Objectives.

The Municipalities, the Room Tax Commission and the Authority have identified the development and redevelopment of the Tourism Zone and the promotion and development of tourism within the Tourism Zone as matters of group interest.

Section 2.03 Importance of Sports Facility.

The Municipalities, the Room Tax Commission, the CVB, and the Authority acknowledge that the Sports Facility project involves the construction, installation, equipping, and improvement of real property within the Tourism Zone, which improvements and interrelated facilities constitute an amateur sports facility located within the Tourism Zone reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Fox Cities Tourism Zone as described in the Ordinances. The Municipalities, the Room Tax Commission, the CVB, and the Authority have found and determined that the construction and development of the Sports Facility will be crucial to “tourism promotion and tourism development” within the meaning of the Room Tax Act, and the achievement of a sound and coordinated development and redevelopment of the Tourism Zone and for the promotion and development of tourism activities within the Tourism Zone.

Section 2.04 Construction of Sports Facility.

The Sports Facility project will be undertaken and completed by the Authority on behalf of the Municipalities, the Room Tax Commission, and the CVB. The Authority has acquired the Sports Facility Property within the Tourism Zone and will complete the construction of the Sports Facility as described in Exhibit A hereto.

Section 2.05 Levy and Importance of Room Tax Revenues.

The Municipalities have enacted the Ordinances to levy, and authorize the collection and enforcement of, a 10% Room Tax, which includes the Tourism Facilities Room Tax, as permitted in the Room Tax Act. The Tourism Facilities Room Tax revenues, as pledged and utilized pursuant to this Agreement and the Pledge and Security Agreement, will assist in the financing of the Sports Facility.

Section 2.06 Contract with CVB.

The Room Tax Commission has entered into the Tourism Entity Agreement with the CVB, as a tourism entity, to obtain staff, support services, and assistance in developing and implementing programs to promote the Tourism Zone to visitors, and to receive and administer the Tourism Facilities Room Tax on behalf of the Room Tax Commission. The CVB administers the Tourism Facilities Room Tax revenues in the form of grants under its grant program for projects it deems meet the purposes of the Tourism Facilities Room Tax under the Ordinances. As part of the grant program, following approval by the CVB of any grant, each grant is thereafter required to be approved by Grand Chute.

Section 2.07 Grant of Tourism Facilities Room Tax.

The CVB has determined that the Sports Facility meets the criteria in the Ordinances for the application of the Tourism Facilities Room Tax. Grand Chute submitted its request to the CVB for a grant (the “**Grant**”) of all Tourism Facilities Room Tax for the payment of debt service on the Bonds, costs of issuance and administration of the Bonds, reserve and stabilization funds, capitalized interest payments, and any reimbursement of payments made by Grand Chute or a provider of credit enhancement for the Bonds, until the last Bond is paid (collectively, the “**Grant Purposes**”). The CVB approved such Grant to Grand Chute for the Grant Purposes and Grand Chute approved and accepted its Grant.

Section 2.08 Grand Chute to Create TID.

Grand Chute agrees that it will create a tax incremental district in an area that will include the Sports Facility (the “**TID**”). The financing for the TID, or the increment created within the TID, will fund the full cost of public infrastructure needed to serve the Sports Facility and surrounding properties; therefore, no infrastructure improvements will be financed by the Series 2018 Bonds or the Tourism Facilities Room Tax.

ARTICLE III

FINANCING OF THE SPORTS FACILITY PROJECT

Section 3.01 Contribution of Sports Facility Property to Authority.

Acting pursuant to Sections 6(f) and 13 of Section 66.1333 of the Wisconsin Statutes, to provide general support and assistance to the Authority in carrying out redevelopment as provided in the Redevelopment Act, Grand Chute shall contribute to the Authority, all Grand Chute's right, title, and interest in and to the Sports Facility Property. Grand Chute shall execute and deliver to the Authority such deeds, bills of sale, and other instruments as the Authority may reasonably request to evidence and perfect such contribution from Grand Chute.

Section 3.02 Acceptance of Grand Chute Contribution.

The Authority agrees to accept ownership of the Sports Facility Property from Grand Chute pursuant to Section 3.01 hereof. The Authority shall accept said ownership at any time as deemed appropriate by Grand Chute and the Authority. The Town may replat and re-acquire certain portions of the Sports Facility Property that are determined not to be necessary for the Sports Facility pursuant to the terms of the Lease.

Section 3.03 Costs of Construction; Application of Funds Held by CVB.

The Authority agrees to provide for the construction and equipping of the Sports Facility by issuing the Bonds. The Authority agrees that the proceeds of the Series 2018 Bonds shall only be applied to or with respect to the issuance of the Series 2018 Bonds and the construction and equipping of the Sports Facility.

In connection with approval of the Grant, the CVB agrees that it will forward the balance of the Tourism Facilities Room Tax it has on deposit as of the date of issuance of the Series 2018 Bonds and not otherwise granted to other tourism facilities projects, to [the Trustee] for application to the construction costs of the Sports Facility in accordance with the Indenture. In addition, in connection with the retirement of the bonds that financed the Fox Cities Performing Arts Center (the "PAC") certain remaining funds held under the indenture and other documents relating to the PAC bonds were forwarded to the CVB to be allocated to the purposes of the Tourism Facilities Room Tax. The Municipalities, the Commission, and the CVB agree that in connection with the approval of the Grant, such remaining funds shall also be forwarded to [the Trustee] to be applied to the construction costs of the Sports Facility in accordance with the Indenture. The Municipalities acknowledge that the application of the funds on deposit with the CVB to the construction costs of the Sports Facility as described above will reduce the principal amount of the Series 2018 Bonds necessary to finance the Sports Facility project.

Section 3.04 Issuance of Bonds.

(a) The Authority shall issue and sell the Series 2018 Bonds upon terms acceptable to Grand Chute. Grand Chute's acceptance shall be conclusively evidenced by its execution of the Lease as provided in Section 3.05.

(b) The Authority may, from time to time, issue and sell Additional Bonds upon terms acceptable to Grand Chute. Grand Chute's acceptance shall be conclusively evidenced by its execution of an amendment to the Lease with respect to Additional Bonds pursuant to the terms thereof.

(c) The Bonds will be limited obligations of the Authority and shall not constitute a debt or obligation of the Authority, Grand Chute, or the other Municipalities and shall not be a charge against the general credit or taxing powers of the Authority or any Municipality except for and limited to the Tourism Facilities Room Tax revenues pursuant to the Pledge and Security Agreement. Each series of Additional Bonds shall be payable by the Authority solely from revenues derived by the Authority from the Lease, the Pledge and Security Agreement, amounts recovered by recourse to the Mortgage or any Credit Enhancement pursuant to Sections 3.07 or 3.08, and cash and securities held from time to time in certain trust funds held by the Trustee under the Indenture and the investment earnings thereon.

Section 3.05 Lease of Sports Facility Property.

The Authority agrees to lease to Grand Chute the Sports Facility and the Sports Facility Property contributed to the Authority. The Lease shall contain restrictions on the use of the Sports Facility Property consistent with the restrictions on the use of the Sports Facility and the Sports Facility Property as an amateur sports facility located within the Tourism Zone reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Tourism Zone as described in the Ordinances and will be crucial to "tourism promotion and tourism development" within the meaning of the Room Tax Act and otherwise consistent with the terms hereof. The Lease shall be a "triple net lease" and shall provide for rents payable on such dates and in such amounts as shall be sufficient to make all payments of principal of and premium, if any, and interest on the Bonds. The obligation of Grand Chute to pay rents or other amounts due under the Lease shall be conditioned upon Grand Chute's "quiet enjoyment" of the Sports Facility Property. The Authority shall waive any rights it may have to reenter or retake possession of the premises or accelerate the payment of rents or other amounts due under the Lease in the event of a default by Grand Chute under the Lease. The Lease will also grant to Grand Chute, or to its assignee, an option to purchase all of the Authority's right, title, and interest in and to the Sports Facility Property for a price of \$100, which may be exercised at any time after the date of the full and final retirement of all outstanding Bonds (or provision therefor in accordance with the Indenture), except in the event of a termination of the Lease as provided therein.

The Lease shall provide for a credit against the rents due from Grand Chute for all Tourism Facilities Room Taxes then on deposit with the Trustee and available for payment of debt service on the Bonds. The Authority and Grand Chute anticipate that the Tourism Facilities Room Taxes will be sufficient to make all payments of debt service on the Bonds; *however*, in the event that such Tourism Facilities Room Taxes are insufficient to make such payments, Grand Chute will agree, subject to the terms of the Lease, to fund such payments then due and payable under the Lease.

To the extent that Grand Chute is required to fund such payments under the Lease, or in the event Grand Chute is required to pay the Trustee's fees and expenses or any arbitrage rebate amounts with respect to Additional Bonds or to replenish the Debt Service Reserve Fund held under the Indenture, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Tourism Facilities Room Taxes, together with interest at a rate equal to the rate of interest established by the Local Government Investment Pool of the State of Wisconsin on the date of such loan or advance; such reimbursement to occur as soon as reasonably practicable and to the extent that the Tourism Facilities Room Taxes have been collected in excess of that amount required for payment of principal, interest, and premium, if any, on the Bonds, the payment of the Trustee's fees and expenses or any arbitrage rebate amounts with respect to Additional Bonds, and the replenishment of the Debt Service Reserve Fund.

Section 3.06 Municipalities to Pledge the Tourism Facilities Room Tax.

The Municipalities and the Room Tax Commission shall enter into the Pledge and Security Agreement setting forth the terms and conditions of the pledge of Tourism Facilities Room Taxes, which pledge shall terminate upon payment in full of all outstanding Bonds.

Section 3.07 Mortgage of the Sports Facility Property.

The Authority will grant to the Trustee, as security for the payment of the Bonds, the Mortgage. The Mortgage will be subordinate to the Lease and will not give the Trustee any right to evict Grand Chute or to retake possession of the Sports Facility Property or to accelerate the payment of rents under the Lease.

Section 3.08 Credit Enhancement.

As further security for any Additional Bonds, the Authority may provide or cause to be provided Credit Enhancement with respect to the Bonds. Any premium or other fees payable to the issuer of a policy of bond insurance or a letter of credit or any other guarantor of the Bonds (such issuer or other guarantor, a "**Bond Guarantor**") may be paid from Tourism Facilities Room Tax revenues or other funds as provided in the Indenture. In the event a Bond Guarantor is required to make debt service payments, Tourism Facilities Room Tax revenues may be used to reimburse the Bond Guarantor for all payments of debt service on the Bonds.

ARTICLE IV

OPERATION OF THE SPORTS FACILITY

Section 4.01 Grand Chute to Provide Administrative Support to Authority.

Grand Chute agrees to provide the necessary administrative support to enable the Authority to achieve the objectives set forth herein. Administrative support may include services such as the provision of office space and the provision of financial, accounting, legal and engineering consultation in connection with the construction and financing of the Sports Facility.

Section 4.02 Management Agreement.

Grand Chute will enter into the Management Agreement, providing for the operation and management of the Sports Facility in such a manner as to promote and develop tourism within the Tourism Zone.

Section 4.03 Municipalities to Participate in the Room Tax Commission.

The Municipalities agree to continue the existence of, and to participate in, the Room Tax Commission as provided by the Room Tax Act until payment in full of all outstanding Bonds.

Section 4.04 Nondiscrimination.

Each party agrees that the Sports Facility shall not be 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, gender identity, gender expression, age, disability, marital status, arrest or conviction record, sexual orientation, disabled veteran or a covered veteran status and that the Sports Facility shall be operated in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

ARTICLE V

MISCELLANEOUS

Section 5.01 Additional Municipalities.

Any Additional Municipality that becomes an additional member of the Room Tax Commission pursuant to the Commission Agreement shall, as a condition of such membership under said agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Room Tax Commission of a joinder agreement in substantially the form attached hereto as Exhibit C. A copy of the executed joinder agreement shall be delivered by the Room Tax Commission to the other then-current parties to this Agreement. Acceptance by the Room Tax Commission of such joinder agreement 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.

Any Additional Municipalities to hereafter become a party to this Agreement agree to enact governing body authorizations to effect the same as the Governing Body Authorizations.

Section 5.02 Assignment of Rights Under this Agreement.

No party may assign its rights under this Agreement without the written consent of all the other parties, except in the case of a Municipality's assignment to a successor municipality that has complied with the requirements of an Additional Municipality under Section 5.01 hereof.

Section 5.03 No Personal Liability.

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

Section 5.04 Parties and Interests.

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

Section 5.05 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 sent by first class mail, email, or overnight delivery service, with proper address as indicated in each party's address indicated beneath the signature(s) of such party to this Agreement. Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

Section 5.06 Amendment.

No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is agreed upon in writing and executed by all parties hereto.

Section 5.07 Termination of Agreement.

This Agreement and the terms and obligations hereunder shall terminate upon payment in full of all outstanding Bonds, and discharge of the Indenture, and upon any reimbursement to (i) Grand Chute, in accordance with the Lease or (ii) any Bond Guarantor for any debt service payments made and other amounts due to such Bond Guarantor pursuant to Section 3.08 hereof. The Tourism Facilities Room Tax shall continue for the purposes therefor under the Ordinances and shall be administered on behalf of the Commission by the CVB in accordance with the Commission Agreement and the Tourism Entity Agreement. At the time all outstanding Bonds are fully satisfied, any excess Tourism Facilities Room Tax collected but not needed for the payment of the Bonds or any reimbursement due to Grand Chute or a Bond Guarantor shall be remitted to the CVB.

Section 5.08 Governing Law

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

Section 5.09 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 5.10 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 5.11 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.

[Signature Pages Follow]

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

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Appleton
Attention: Director of Finance
100 North Appleton Street
Appleton, Wisconsin 54911

Email: tony.saucerman@appleton.org

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

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Fox Crossing
Attention: Village Administrator
2000 Municipal Drive
Neenah, Wisconsin 54956

Email: jsturgell@foxcrossingwi.gov

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

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

Town of Grand Chute
Attention: Town Administrator
1900 West Grand Chute Boulevard
Grand Chute, Wisconsin 54913

Email: jim.march@grandchute.net

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

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Kaukauna
Attention: Clerk-Treasurer
144 West Second Street
Kaukauna, Wisconsin 54130

Email: skenney@kaukauna.org

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

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Kimberly
Attention: Village Administrator
515 West Kimberly Avenue
Kimberly, Wisconsin 54136

Email: dblock@vokimberly.org

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

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Little Chute
Attention: Village Administrator
108 West Main Street
Little Chute, Wisconsin 54140

Email: jfenlon@littlechutewi.org

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

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Menasha
Attention: Administrative Services Director
100 Main Street, Suite 200
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

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

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Neenah
Attention: Finance Director
211 Walnut Street
Neenah, Wisconsin 54956

Email: measker@ci.neenah.wi.us

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

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

Town of Neenah
Attention: Clerk-Treasurer
1600 Breezewood Lane
Neenah, Wisconsin 54956

Email: ellen@townofneenah.com

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

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Sherwood
Attention: Village Administrator
W482 Clifton Road
Sherwood, Wisconsin 54169

Email: administrator.sherwood@newbc.rr.com

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

**COMMUNITY DEVELOPMENT AUTHORITY OF
THE TOWN OF GRAND CHUTE, WISCONSIN**

By: _____
Its: Chairperson

And: _____
Its: Executive Director

ADDRESS:

Community Development Authority of the Town of Grand Chute
Attention: Executive Director
1900 Grand Chute Boulevard
Grand Chute, Wisconsin 54913

Email: robert.buckingham@grandchute.net

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

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: Chairperson

And: _____
Its: Secretary

ADDRESS:

Fox Cities Area Room Tax Commission
Attention: Chairperson
c/o Fox Cities Convention & Visitors Bureau
3433 West College Avenue
Appleton, Wisconsin 54914

Email: bruce.sherman@grandchute.net

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

**FOX CITIES CONVENTION & VISITORS
BUREAU, INC.**

By: _____
Its: Chairperson

And: _____
Its: Executive Director

ADDRESS:

Fox Cities Convention & Visitors Bureau, Inc.
Attention: Executive Director
3433 West College Avenue
Appleton, Wisconsin 54914

Email: pseidl@foxcities.org

EXHIBIT A

Sports Facility Project

The Fox Cities Sports Facility (the “**Sports Facility**”) is an indoor venue for ice and hardcourt sporting events to be constructed in the Town of Grand Chute, Wisconsin. The Sports Facility will include all other buildings, structures, fixtures, and improvements hereafter located thereon, and all furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and descriptions at any time hereafter installed or located on the real estate described in Exhibit B hereto or the buildings and improvements situated thereon, and related site grading, landscaping, fencing, sidewalk and walkways, and utility lines.

EXHIBIT B

Sports Facility Property Legal Description

Parcel Nos. [101-083001, 101-08300, 101-083100, and 101-086100]

{Legal description be added}

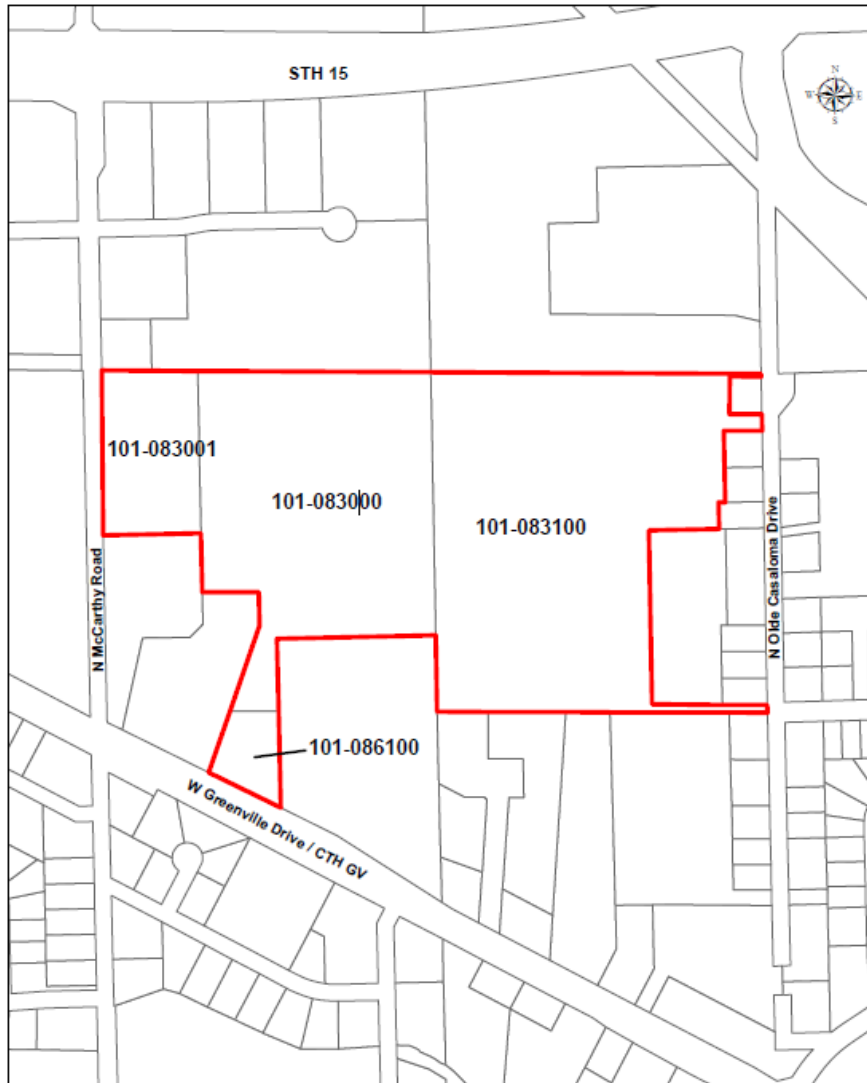


EXHIBIT C

JOINDER AGREEMENT TO

**COOPERATION AGREEMENT FOR THE
FOX CITIES SPORTS FACILITY**

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Cooperation Agreement for the Fox Cities Sports Facility, dated as of [August 1], 2018 (the “**Agreement**”), and hereby agrees to enter into and be bound by the terms, conditions, and obligations of the Municipalities under the Agreement, as amended from time to time. On and after the date of this Joinder Agreement, the undersigned shall be deemed a Municipality under the Agreement.

IN WITNESS WHEREOF, the undersigned Municipality has duly executed this Joinder Agreement effective as of _____, 20____.

_____ OF _____, WISCONSIN

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

_____ of _____
Attention: _____

_____, Wisconsin _____

Email: _____

Accepted on behalf of itself, the Municipalities, and the Community Development Authority of the Town of Grand Chute, Wisconsin:

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

Dated as of [August 1], 2018

PLEDGE AND SECURITY AGREEMENT

Relating to the:

FOX CITIES SPORTS FACILITY

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT, dated as of [August 1], 2018 (this “**Agreement**”), is made and entered into by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kimberly**”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Little Chute**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**”, and collectively with Appleton, Fox Crossing, Grand Chute, Kaukauna, Kimberly, Little Chute, Menasha, City of Neenah, and Town of Neenah, the “**Municipalities**”), the FOX CITIES AREA ROOM TAX COMMISSION, a Wisconsin intergovernmental commission (the “**Room Tax Commission**”), and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national bank organized under the laws of the United States of America, as trustee under the Bond Indenture (as defined herein) (together with its successors in such capacity, the “**Trustee**”).

RECITALS:

WHEREAS, the governing body of each of the Municipalities has adopted a room tax ordinance (the “**Ordinances**”) that levied a room tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients (the “**Room Tax**”) in the amount of 10% by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public (the “**Operators**”) within the Fox Cities Tourism Zone (as described below), pursuant to Section 66.0615 of the Wisconsin Statutes, as amended (the “**Room Tax Act**”), a portion of which Room Tax is a 3% Room Tax (the “**Tourism Facilities Room Tax**”); and

WHEREAS, the Municipalities, the Room Tax Commission, the Fox Cities Convention & Visitors Bureau, Inc. (the “**CVB**”), and the Community Development Authority of the Town of Grand Chute, Wisconsin (the “**Authority**”), are parties to a Cooperation Agreement for the Fox Cities Sports Facility, dated as of [August 1], 2018 (the “**Cooperation Agreement**”); and

WHEREAS, under the terms of the Cooperation Agreement:

- (a) Grand Chute will convey to the Authority the property on which the Fox Cities Sports Facility (the “**Sports Facility**”) will be constructed; and

- (b) to assist in the financing of the Sports Facility, the Authority will issue its \$_____ Taxable Lease Revenue Bonds, Series 2018 (Fox Cities Sports Facility Project) (the “**Series 2018 Bonds**”) the proceeds of which will be used to pay the costs of the construction and equipping of the Sports Facility; and
- (c) the Municipalities, the Room Tax Commission, and the CVB will agree to the use of the Tourism Facilities Room Tax for the purposes of paying, either directly or indirectly, the costs of the construction and equipping of the Sports Facility, debt service on the Series 2018 Bonds and any additional bonds issued by the Authority for the purpose of refinancing or refunding the Series 2018 Bonds, directly or indirectly through a series of refundings (collectively, the “**Bonds**”), and such other reasonable and customary payments or deposits related to the Bonds as may be provided in the Bond Indenture, such as, but not limited to, costs of issuance and administration of the Bonds, reserve or stabilization funds, capitalized interest payments, and reimbursement of payments made by Grand Chute or a provider of credit enhancement for the Bonds, all subject to any restrictions related thereto in the Room Tax Act (collectively, the “**Purposes of the Tourism Facilities Room Tax**”); and
- (d) the Municipalities and the Room Tax Commission agree to pledge the Tourism Facilities Room Tax to the Trustee for the Purposes of the Tourism Facilities Room Tax; and
- (e) all parties to the Cooperation Agreement acknowledge that the Sports Facility is an amateur sports facility located within the Fox Cities Tourism Zone reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Fox Cities Tourism Zone as described in the Ordinances and will be crucial to “tourism promotion and tourism development” within the meaning of the Room Tax Act, and the achievement of a sound and coordinated development and redevelopment of the territory described as the “Tourism Zone” in the Cooperation Agreement and for the promotion and development of tourism activities within the Tourism Zone; and

WHEREAS, the Municipalities, the Room Tax Commission, and Associated Trust Company, National Association, in its capacity as fiscal agent (the “**Fiscal Agent**”), are parties to a Fox Cities Room Tax Fiscal Agency Agreement, dated as of May 1, 2018 (the “**Fiscal Agency Agreement**”), pursuant to which the Municipalities have directed the Operators within their respective jurisdictions to forward all Room Taxes to the Fiscal Agent to be allocated by the Fiscal Agent to the respective purposes therefor under the Ordinances, including the allocation of the Tourism Facilities Room Tax to the Trustee for the Purposes of the Tourism Facilities Room Tax; and

WHEREAS, the terms and conditions of this Agreement are in compliance with the Room Tax Act; and

WHEREAS, the execution and delivery of this Agreement have been in all respects duly and validly authorized by resolutions of the governing bodies of the Municipalities and the Room Tax Commission; and

WHEREAS, all procedures necessary to constitute this Agreement as a valid pledge and assignment of the Tourism Facilities Room Tax have been done and performed;

NOW, THEREFORE, the parties to this Agreement agree as follows:

ARTICLE I

PLEDGE AND ASSIGNMENT OF PLEDGED ROOM TAXES TO THE TRUSTEE

The Municipalities and the Room Tax Commission do hereby pledge, sell, assign, transfer, and set over unto the Trustee, all their respective right, title, and interest in and to all Tourism Facilities Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the Purposes of the Tourism Facilities Room Tax. The Tourism Facilities Room Tax shall not be used for any purpose other than the Purposes of the Tourism Facilities Room Tax set forth in the recitals of this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge of the Indenture of Trust, dated as of [August 1], 2018, from the Authority to the Trustee (the “**Bond Indenture**”), pursuant to which the Series 2018 Bonds are issued and pursuant to which additional Bonds may be issued to refund (i) the Series 2018 Bonds or (ii) any other Bonds.

ARTICLE II

DEPOSIT OF TOURISM FACILITIES ROOM TAXES WITH TRUSTEE

Section 2.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, and the Trustee hereby agree and direct that, in order to effect the pledges of the Tourism Facilities Room Taxes hereunder, all Tourism Facilities Room Taxes remitted to the Trustee by the Fiscal Agent pursuant to the Fiscal Agency Agreement shall be applied to the Purposes of the Tourism Facilities Room Tax as specified in the Bond Indenture. The Fiscal Agent has been directed under the Fiscal Agency Agreement to transfer the Tourism Facilities Room Taxes it has received from the Operators to the Trustee on each February 15, May 15, August 15, and November 15 (each a “**Quarterly Transfer Date**”). The Trustee shall deposit the Tourism Facilities Room Taxes received on each Quarterly Transfer Date to the Revenue Fund created under the Bond Indenture.

Section 2.02 Direction to Operators; Enforcement of Payment by Municipalities.

(a) Each of the Municipalities agrees to direct all Operators within its jurisdiction to deposit all Tourism Facilities Room Taxes with either (i) the Fiscal Agent pursuant to the Fiscal Agency Agreement, or (ii) the Trustee pursuant to the terms of this Agreement and the instructions of the Trustee. Each

Municipality agrees to forward, or cause the Fiscal Agent to forward, to the Trustee, no less frequently than the Quarterly Transfer Dates, any payments of Tourism Facilities Room Taxes made by an Operator directly to such Municipality, and the Room Tax Commission agrees to forward to the Trustee, immediately upon receipt, any payments of Tourism Facilities Room Taxes made by a Municipality or an Operator directly to the Room Tax Commission or to the CVB on behalf of the Room Tax Commission. The Municipality may request a Room Tax Deposit Notice from the Fiscal Agent as described in the Fiscal Agency Agreement to accompany such payments.

(b) If an Operator has not paid Tourism Facilities Room Taxes for a period of one calendar quarter or is in arrears by one calendar quarter or more, then an authorized officer of the related Municipality shall, within 30 days after the receipt of the first Monthly Report after a Delinquency Report (each as defined in the Fiscal Agency Agreement) has been received from the Fiscal Agent, commence collection and enforcement action against such Operator; *provided that* said Monthly Report shows Tourism Facilities Room Taxes remain unpaid by such Operator.

(c) Each of the Municipalities agrees to commence such collection and enforcement action as described in (b) above and to take all reasonable action to diligently pursue such action and to collect the Tourism Facilities Room Tax with any applicable/corresponding forfeiture or interest charge for late payment as described in the Ordinances. Each Municipality agrees to send a written notice to the Room Tax Commission, within 10 days after receipt of a Monthly Report as described in (b) above, describing the status of such action and collection until the Tourism Facilities Room Taxes have been collected from the Operator. Upon such collection, the Municipalities shall, within 20 business days, deposit with the Fiscal Agent for allocation to the Trustee the collected Tourism Facilities Room Taxes, subject to the priority of payment described in the Fiscal Agency Agreement, and any applicable/corresponding forfeiture or interest charge; which shall be allocated pro rata to the collected Room Tax and its purposes described in the Fiscal Agency Agreement, including the Tourism Facilities Room Tax. All costs of collection and enforcement actions relating to any such Tourism Facilities Room Tax shall (except to the extent they may be recovered from Operators) be the sole responsibility of the related Municipality.

(d) Notwithstanding (b) and (c) above, the Trustee shall have the right, with the consent of the Room Tax Commission, to demand that any Tourism Facilities Room Tax paid by the Operators but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article II.

Section 2.03 Failure of Operator Not a Default of Municipality.

A failure of an Operator to timely pay Tourism Facilities Room Taxes shall not constitute a default of a Municipality hereunder provided that the Municipality, in accordance with Section 2.02 above, promptly undertakes and pursues all reasonable collection actions until

the delinquent Tourism Facilities Room Taxes are collected and deposited with the Fiscal Agent or the Trustee.

ARTICLE III

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Each of the Municipalities and the Room Tax Commission hereby represents and warrants to the Trustee that it has good right and authority to enter into this Agreement; that as of the date of this Agreement it has not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Tourism Facilities Room Taxes, and that it has not performed any acts or executed any other instruments which might prevent the Trustee from receiving any Tourism Facilities Room Taxes under any of the terms and conditions of this Agreement or which would limit the Trustee in such receipt.

Each of the Municipalities and the Room Tax Commission hereby covenants and agrees:

- (a) to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on its part to be kept, observed, and performed;
- (b) that it will, upon the request of the Trustee, execute and deliver to the Trustee such further instruments and do and perform such other acts and procedures as the Trustee may deem necessary or appropriate to make effective this Agreement and its various covenants herein contained and to more effectively vest in and secure to the Trustee the Tourism Facilities Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the Trustee to effectively vest in and secure the Tourism Facilities Room Taxes;
- (c) that it will take any and all action reasonably necessary to enforce its room tax levies and collect all room taxes from the Operators within its jurisdiction, which actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes;
- (d) that it will not repeal any or all of the Tourism Facilities Room Tax or amend the Commission Agreement in any manner that affects the Trustee's right to receive the Tourism Facilities Room Tax;
- (e) that it will not amend the Fiscal Agency Agreement in any manner that adversely affects the Trustee's right to receive the Tourism Facilities Room Tax; and
- (f) that it will not terminate the Fiscal Agency Agreement while any of the Bonds remain outstanding.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Counterparts.

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.

Section 4.02 Severability.

If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement 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 shall be valid and enforceable to the fullest extent permitted by law. In the event of any ambiguity in any terms or provisions of this Agreement, such ambiguity shall be construed in favor of the Trustee, notwithstanding any rules of construction to the contrary.

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

Section 4.03 Additional Parties to this Agreement.

Any municipal government that hereafter becomes an additional member of the Room Tax Commission (an “**Additional Municipality**”) pursuant to the Commission Agreement shall, as a condition of such membership under the Commission Agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Trustee of a joinder agreement in substantially the form attached hereto as Exhibit A, and a copy of the executed joinder agreement shall be delivered by the Trustee to the other then-current parties to this Agreement. Acceptance by the Trustee of such joinder agreement 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.

Section 4.04 Amendments to this Agreement.

This Agreement may be amended from time to time by a written instrument for any purpose not inconsistent with the terms of the Bond Indenture or to cure any ambiguity or to correct or supplement any provision contained in this Agreement which may be defective or inconsistent with any other provision contained in this Agreement or to make such other

provisions as shall not be inconsistent with the provisions of the Bond Indenture and shall not, in the judgment of the Trustee, adversely affect the interests of the owners of the Bonds.

Section 4.05 Termination.

This Agreement shall terminate upon the discharge and termination of the Bond Indenture. The Trustee shall notify the Room Tax Commission and each Municipality of such termination and discharge.

Section 4.06 Notices.

Any notice, request, report, statement, or other communication to be given pursuant to this Agreement, shall be sufficiently given, and shall be deemed given, when hand delivered or sent by first class mail, email, or overnight delivery service as follows:

If to the Room Tax Commission at:

Fox Cities Area Room Tax Commission
Attention: Secretary
c/o Fox Cities Convention & Visitors Bureau
3433 West College Avenue
Appleton, Wisconsin 54914
Phone: (800) 236-6673
Email: bruce.sherman@grandchute.net

If to the Trustee at:

Associated Trust Company, National Association
Attention: Corporate Trust Department
200 North Adams Street
Green Bay, Wisconsin 54301
Phone: (920) 433-3275
Email: eric.wied@associatedbank.com

If to a Municipality, at the address indicated beneath the signature to this Agreement of such Municipality.

Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

[Signature Pages Follow]

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

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Appleton
Attention: Director of Finance
100 North Appleton Street
Appleton, Wisconsin 54911
Telephone: (920) 832-6440

Email: tony.saucerman@appleton.org

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

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Fox Crossing
Attention: Village Administrator
2000 Municipal Drive
Neenah, Wisconsin 54956

Email: jsturgell@foxcrossingwi.gov

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

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

Town of Grand Chute
Attention: Town Administrator
1900 West Grand Chute Boulevard
Grand Chute, Wisconsin 54913

Email: jim.march@grandchute.net

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

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Kaukauna
Attention: Clerk-Treasurer
144 West Second Street
Kaukauna, Wisconsin 54130

Email: skenny@kaukauna.org

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

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Kimberly
Attention: Village Administrator
515 West Kimberly Avenue
Kimberly, Wisconsin 54136

Email: dblock@vokimberly.org

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

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Little Chute
Attention: Village Administrator
108 West Main Street
Little Chute, Wisconsin 54140

Email: jfenlon@littlechutewi.org

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

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Menasha
Attention: Administrative Services Director
100 Main Street, Suite 200
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

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

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Neenah
Attention: Finance Director
211 Walnut Street
Neenah, Wisconsin 54956

Email: measker@ci.neenah.wi.us

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

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

Town of Neenah
Attention: Clerk-Treasurer
1600 Breezewood Lane
Neenah, Wisconsin 54956

Email: ellen@townofneenah.com

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

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

Village of Sherwood
Attention: Village Administrator
W482 Clifton Road
Sherwood, Wisconsin 54169

Email: administrator.sherwood@newbc.rr.com

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

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its Chairperson

And: _____
Its Secretary

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as trustee

By: _____
Its _____

And: _____
Its _____

EXHIBIT A

JOINDER AGREEMENT TO

PLEDGE AND SECURITY AGREEMENT

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Pledge and Security Agreement, dated as of [August 1], 2018 (the “**Agreement**”), for the Fox Cities Sports Facility among the Fox Cities Area Room Tax Commission, the municipal members of such commission and Associated Trust Company, National Association, as trustee, and hereby agrees to be bound by the terms, conditions, and obligations of the Municipalities under the Agreement, as amended from time to time. On and after the date of this Joinder Agreement, the undersigned shall be deemed a Municipality under the Agreement.

IN WITNESS WHEREOF, the undersigned Municipality has duly executed this Joinder Agreement effective as of _____, 20____.

_____ OF _____, WISCONSIN

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

_____ of _____
Attention: _____

_____, Wisconsin _____

Email: _____

Accepted on behalf of itself, the Room Tax Commission, and the Municipalities:

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as trustee

By _____

Its: _____