



**City of Neenah**  
**COMMON COUNCIL AGENDA**  
**Wednesday, June 27, 2018 - 7:00 p.m.**  
**Neenah City Hall**  
**Council Chambers**

- I. Roll Call and Pledge of Allegiance.

**SWEARING IN CEREMONY FOR OFFICER ASHLEY BURROWS**

- II. Introduction and Confirmation of Mayor's Appointment(s).
- A. Mayor Kaufert's announcement of his reappointment of Steve Morton to the Police Commission – term expires May 2023. **(No motion required)**
  - B. Swearing in ceremony.
- III. Approval of Council Proceedings. **(None)**
- IV. Public Hearings.
- A. Consider the 2018 Community Development Block Grant Program Proposed Use of Funds / Annual Action Plan. (Resolution to be acted on at the July 18, 2019 Council meeting)
  - B. Consider an amendment to the Master Development Plan for the Cottages at Woodside Green Planned Development District. Consideration will be given to modifying Outlot 2 in the Cottages at Woodside Green subdivision to change from open space and self-storage use to open space and single-family residential use.
- V. Plan Commission report pertaining to the public hearings.
- A. Plan Commission meeting of June 26, 2018: (Ald. Lang)
    - 1. Consider the Commission recommendation regarding Ordinance No. 2018-09 Cottages at Woodside Green Master Plan Amendment. **(RollCall-Pro)**
- VI. Public Forum.
- A. Speakers should give their name and residential address (not mailing address) and are allowed five minutes to speak on any topic.
- VII. Mayor/Council consideration of public forum issues.
- VIII. Consent Agenda.
- A. Approve Beverage Operator License Applications for: Ruth K. Ackerman, Lynne M. Angle, Salley A. Bauer, Tracy A. Behreandt, Eric P. Bohling, Joseph J. Boneske, James J. Brabender, Bonnie L. Brochtrup, Patricia M. Brooks, Kayle G. Carr, Sherry R. Champion, Stephanie A. Cheslock, Arnie W. Collier, Nicole E. Crivello, Tyler J. Gibson, Carole J. Hanson-Holt, Judith L. Holloway, Timothy J. Joachim, Evelin R. Juarez, Katlyn M. Juhlmann, Jewelz V. Klabunde-Reinke, Martha M. Kohl, Thomas A. Kuhr, Andrew C. Kurtti, Austin D. Lange, Connie E. Larsen, Scott S. Laurin, Diane M. Law, Jennifer L. Lee, Tina M. Liotta, Lisa Lund, Wendy S. Mais, Brian L. Murray, Carlos Ramirez, George E. Reckin, Tanner S. Reffke, Kristin M. Reinen, Ginger K. Rich, Raegan R. Ruhnke, Judy L. Schmidt, Meghan E. Schmidt, Joshua M. Siewert, Barbara J. Swift, Laurie A. Switz, Jacob

T. Vandenberg, Makenzie N. Van Dyke, Heidi S. Wenberg and Caura E. Winters. (PSSC)

- B. Approve the Beverage Operator License Application (renewal) for Diane L Schultz contingent upon payment of all delinquent City fees. (PSSC)
- C. Approve a Temporary Class "B" beer license to Future Neenah, Inc., 135 W. Wisconsin Avenue, for their Manhole Cover Madness event to be held on September 8, 2018. (PSSC)
- D. Approve a Taxi Cab License to Call A Cab, LLC, 233 Chute Street, Menasha. (PSSC)
- E. Approve a Taxi Cab License to TNT Limousine Service LLC, 936 9th Street, Menasha. (PSSC)
- F. Approve the Certified Survey Map for 3 lots on Nicolet Boulevard. (PC)
- G. **(RollCall-Pro)**

IX. Reports of standing committees and consideration thereof.

- A. Regular Public Services and Safety Committee meeting of June 26, 2018: (Cancelled)
- B. Special Public Services and Safety Committee meeting of June 25, 2018: (Chairman Bates/Vice Chairman Hillstrom)
  - 1. Consideration of Committee recommendation regarding Police Department Request to Participate in Bureau of Transportation Safety (BOTS) OWI Grant. **(RollCall-Pro)**
  - 2. Consideration of Committee recommendation regarding a Solid Waste Ordinance and Automated Collection Implementation Issues. **(RollCall-Pro)**
  - 3. Consideration of Committee recommendation regarding Beverage Operator License Applications for: Kayla N. Bartels, Liza L. Casperson, Nathasha R. Delano, Kathy J. Delano, Erica N. Dutrow, Rosita M. Eisenach, Kathryn C. Fahley, Sara J. Featherston, Hannah M. Feuerstein, Lee T. Formella, Mark W. Haffeman, Karla F. Klundt, Amanda J. Knutson, Tosha L. Martzahl-Shanahan, Sasha J. Milton, Roni Sue Moderson, Penny L. Myers, Kacie J. Olsen, Andrew K. Schlieter, Samantha J. Sprenger and Jessica M. Werhand. **(RollCall-Pro)**
  - 4. Consideration of Committee recommendation regarding Beverage Operator License Application for Lorie A. Bortoluzzi (renewal) and Michelle M. Lepak (new) contingent upon payment of all delinquent City fees. **(RollCall-Pro)**
  - 5. Consideration of Committee recommendation regarding Taxi License for Kidz Cab, LLC, 3019 W. Spencer Street, Appleton, to expire June 30, 2019. **(RollCall-Pro)**
  - 6. Consideration of Committee recommendation regarding extension to "Class B" Retail License Premise Description for Applebee's Neighborhood Grill & Bar, 1111 Westowne Drive to add a Carside To Go service. **(RollCall-Pro)**
- C. Regular Public Services and Safety Committee meeting of June 12, 2018: (Chairman Bates/Vice Chairman Hillstrom) (Minutes can be found on the City web site)
  - 1. Committee recommends Council adopt Policy 2018-1, Procedure for Awarding Class B Licenses with the addition of a clause to allow consideration of applications on file. **(RollCall-Pro)**

2. Committee recommends Council approve the boiler replacement quote from Energy Control & Design in the amount of \$69,068 with funding to come from the Facilities Reserve Fund. **(RollCall-Pro)**
- D. Special Finance and Personnel Committee meeting of June 27, 2018: **(No Report)**
- E. Regular Finance and Personnel Committee meeting of June 25, 2018: **(Cancelled)**
- F. Regular Finance and Personnel Committee meeting of June 11, 2018: (Chairman Erickson/Vice Chairman Boyette) (Minutes can be found on the City web site)
  1. Committee recommends Council approve the execution of the contract with Associated Appraisal Consultants, Inc. in the amount not to exceed \$90,000, to provide necessary property valuation services for the compilation of the City's 2019 property revaluation. **(RollCall-Pro)**
  2. Committee recommends Council authorize changing the Police Captain of Operations title to Assistant Police Chief. **(RollCall-Pro)**
  3. Committee recommends Council adopt Resolution No. 2018-17 Designating Polling Places in the City of Neenah, Wisconsin. **(RollCall-Pro)**
  4. Committee recommends Council adopt Resolution No. 2018-19 Authorizing the Execution and Delivery of Documents relating to the Fox Cities Sports Facility Project. **(RollCall-Pro)**
- X. Reports of special committees and liaisons and various special projects committees and consideration thereof.
  - A. Regular Plan Commission meeting of June 26, 2018: (Alderman Lang)
    1. Consideration of Commission recommendation regarding the Preliminary Plat – 5 Lots – First Addition to Southfield Subdivision. **(RollCall-Pro)**
  - B. Regular Plan Commission meeting of June 12, 2018: **No Report.**
  - C. Board of Public Works meeting of June 26, 2018: (Vice Chairman Hillstrom)
    1. Information Only Items:
      - a) Board action on Pay Estimate No. 2 for Contract 3-18 Nature Trail Subdivision Street Construction to MCC, Inc., Appleton in the amount of \$505,089.25.
  - D. Board of Public Works meeting of June 12, 2018: (Vice Chairman Hillstrom) (Minutes can be found on the City web site)
    1. Information Only Items:
      - a) The Board approved Change order No. 1 for Contract 1-18 sewer and water main & street construction on Andrew Avenue, Richard Avenue, Geiger Street and Whiting Court to David Tenor Corporation, Green Bay in the amount of \$16,504.00.
      - b) The Board approved Pay Estimate No. 3 for Contract 1-18 Miscellaneous Sewer and Water Main Construction and Street Construction on Andrew Avenue, Richard Avenue, Geiger Street and Whiting Court to David Tenor Corporation, Green Bay for \$205,343.39.
      - c) The Board approved Pay Request No. 7 for Contract PR01-17 the Fox River “Loop the Lake” Project in the amount of \$124,034.05 to Pheifer Brothers Construction, Neenah.
      - d) The Board approved Change Order No. 5 for Contract PR01-17 the Fox River “Loop the Lake” Project in the amount of \$24,734.20 for the

- Gateway Arches and revised substantial completion/final completion date change to Pheifer Brothers Construction, Neenah.
- e) The Board recommended the Water Commission award Contract No. 3512-18-01 in the amount of \$396,821.00 to August Winter & Sons, Appleton.
- E. Community Development Authority Update
    - 1. Update from the CDA – Director Haese
  - F. Library Board
    - 1. Report from the Library Board – Alderman Erickson
  - G. Neenah Arts Council
    - 1. Report from the Neenah Arts Council – Alderman Erickson
- XI. Presentation of petitions.
- A. Any other petition received by the City Clerk's Office after distribution of the agenda.
- XII. Council Directives.
- XIII. Unfinished Business.
- XIV. New Business.
- A. Mayor Kaufert's appointment to fill the expired term of Steve Gries, Ron Klatt and Monica Larabee (2<sup>nd</sup> Alt) on the Landmarks Commission for a three-year term to expire July 2021. (To be considered at the July 18, 2018 Council meeting)
  - B. Discuss cancellation of the July 4, 2018 Council meeting.
  - C. Any announcements/questions that may legally come before the Council.
- XV. Adjournment.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6106 or e-mail [attorney@ci.Neenah.wi.us](mailto:attorney@ci.Neenah.wi.us)** at least 48 hours prior to the scheduled meeting or event to request an accommodation.



Office of the Mayor  
211 Walnut St. • P.O. Box 426 • Neenah WI 54957-0426  
Phone 920-751-4604 • Fax 920-751-5282  
e-mail dkaufert@ci.neenah.wi.us  
DEAN R. KAUFERT  
Mayor

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## MEMORANDUM

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**DATE:** June 6, 2017

**TO:** Gilbert Mueller, Secretary of the Police Commission and  
Members of the Common Council

**FROM:** Mayor Dean Kaufert

**RE:** **Police Commission Appointment**

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In compliance with State Statute 62.13(1) I am notifying you of my reappointment of Steve Morton to the Police Commission for a five-year term to expire May 2023. This appointment will be announced at the June 27, 2018 Special Council meeting.

*Dean R. Kaufert*

cc: President of the Police Commission Steve Morton  
Police Support Service Supervisor Brenda Mathison

**CITY OF NEENAH  
NOTICE OF PUBLIC HEARING  
2018 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
PROPOSED USE OF FUNDS / ANNUAL ACTION PLAN**

The City of Neenah has drafted the 2018 Annual Action Plan, which includes a program of activities to be funded by the 2018 Community Development Block Grant to address the priority needs and objectives identified in the Five-Year Consolidated Plan. Members of the public are invited to comment in writing by July 17, 2018 on the Annual Action Plan and proposed use of funds, and/or to comment at a public hearing scheduled for June 25, 2018 at 4:00 P.M. in the Hauser Committee Room, City Administration Building, or to comment at the Common Council public hearing to be held June 27, 2018 at 7:00 P.M. in the Council Chambers, City Administration Building, 211 Walnut Street, Neenah.

A copy of the proposed plan is available for review at the Department of Community Development, Room 313, in the City Administration Building, 211 Walnut Street, Neenah, or online under Community Development Block Grant at <http://www.ci.neenah.wi.us/departments/community-development/>.

Members of the public are encouraged to attend one or both of the public hearings scheduled for June 25 and June 27, 2018. For further information, please contact the Department of Community Development at 920-886-6128. Written comments may also be directed to Carol Kasimor at [ckasimor@ci.neenah.wi.us](mailto:ckasimor@ci.neenah.wi.us) or at Department of Community Development, 211 Walnut Street, P. O. Box 426, Neenah, WI 54957-0426, by July 17, 2018.

Department of Community Development  
City of Neenah  
June 17, 2018

**CITY OF NEENAH  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the City of Neenah to consider an amendment to the Master Development Plan for the Cottages at Woodside Green Planned Development District. Consideration will be given to modifying Outlot 2 in the Cottages at Woodside Green subdivision to change from open space and self-storage use to open space and single-family residential use. For further information contact the Community Development Dept. at 920-886-6125.

The hearings will be held at the City Administration Building, 211 Walnut Street, Neenah.

Neenah Plan Commission	Tuesday, June 12, 2018 4:15 P.M., Council Chambers
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Common Council	Wednesday, June 27, 2018 7:00 P.M., Council Chambers
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NOTICE IS FURTHER GIVEN that interested persons may appear at said hearings and be heard for or against the proposed Master Plan Amendment.

Patty Sturn, City Clerk

Publish June 8 & 11, 2018



211 Walnut Street  
Neenah, WI 54956

AN ORDINANCE: By the Plan Commission  
Re: Amendment to Master Development Plan for  
the Cottages at Woodside Green Planned  
Development District.

ORDINANCE NO. 2018-09  
Introduced: June 27, 2018  
Committee/Commission Action:  
**RECOMMENDED FOR PASSAGE**

## AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

**Section 1.** That pursuant to Section 26-352 of the Neenah Municipal Code, the Common Council of the City of Neenah approves the following amendment to the Master Development Plan for the Cottages at Woodside Green Planned Development District.

Change the existing permitted uses for the area referred to as Outlot 2 from open space and self-storage to open space and single-family residential. See Exhibit A.

**Section 2. Severability.** In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

**Section 3. Repeal and Effective Date.** All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Adopted: \_\_\_\_\_  
Published: \_\_\_\_\_

Approved:  
\_\_\_\_\_  
Dean Kaufert, Mayor  
Attest:  
\_\_\_\_\_  
Patricia Sturn, City Clerk





Single-Family Residential

Cottages at Woodside Green  
Planned Development District (PDD)  
Master Plan



1 inch = 244 feet

**CITY OF NEENAH**  
**PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES**  
**Tuesday, June 12, 2018 - 6:30 PM**  
**Hauser Room - City Administration Building**

**Present:** Aldermen Bates, Hillstrom, Lang and Lendrum

**Excused:** Alderman Stevenson

**Also Present:** Mayor Kaufert, City Attorney Godlewski, Director of Public Works Kaiser

**Minutes:**

**Motion/Second/Carried Hillstrom/Lendrum to approve the minutes of the May 29, 2018, Regular Meeting and June 6, 2018, Special Meeting.** All voting aye.

**Public Appearances:** None

Policy 2018-01: Liquor License Award Procedure: City Attorney Godlewski reviewed the revised Policy 2018-1: liquor license award procedure. He noted that the policy is based on a similar policy used by the City of Wausau for the past couple of years. He noted changes that had been made since the prior Committee discussion of the policy – eliminating Policy subsection B and establishing a 20 business day notification window for parties to submit applications for an open license under the Procedures section. Committee discussed the methodology for informing potential applicants of an open license. Committee discussed allowing interested parties to have applications on file in advance of an open license. City Attorney Godlewski indicated that could be achieved by adding a clause to the Procedures section to require that applications that are on file be updated by the applicant in the event of an open license.

REPORT

Following discussion, **Motion/Second/Carried Lang/Lendrum to recommend Council adopt Policy 2018-1, Procedure for Awarding Class B Licenses with the addition of a clause to allow consideration of applications on file.** All voting aye.

City Attorney Godlewski provided Committee with an update of the appeal request of the prohibited dangerous animal designation for the dog Blart owned by Amanda Knedle. He stated that, per Committee direction, Ms. Knedle had provided him with the new information about the incident that she had mentioned at the June 6 Committee meeting. That information was reviewed by Sgt. Bone. Sgt. Bone informed City Attorney Godlewski that the new information would not change the police department's finding regarding Blart. City Attorney Godlewski stated that he would place the recommendation for denial of the appeal request on a future Committee agenda.

City Hall Boiler Replacement: Director Kaiser reviewed his May 17, 2018, memo. Both boilers at City Hall failed on February 14, 2018. These boilers were installed in 1996 and are at the end of their typical life cycle. Bids for replacement were received from three contractors. Staff recommends approval of the low quote of Energy Control and Design. Committee discussed the operation of the boilers and the heating balance within the building.

REPORT

Following discussion, **Motion/Second/Carried Lendrum/Hillstrom to recommend Council approve the boiler replacement quote from Energy Control & Design in the amount of \$69,068 with funding to come from the Facilities Reserve Fund.** All voting aye.

**Licenses:**

Beverage Operator License Applications: The Committee reviewed the beverage operator license applications for Ruth K. Ackerman, Lynne M. Angle, Salley A. Bauer, Tracy A. Behreandt, Eric P. Bohling, Joseph J. Boneske, James J. Brabender, Bonnie L. Brochtrup, Patricia M. Brooks, Kayle G. Carr, Sherry R. Champion, Stephanie A. Cheslock, Arnie W. Collier, Nicole E. Crivello, Tyler J. Gibson, Carole J. Hanson-Holt, Judith L. Holloway, Timothy J. Joachim, Evelin R. Juarez, Katlyn M. Juhlmann, Jewelz V. Klabunde-Reinke, Martha M. Kohl, Thomas A. Kuhr, Andrew C. Kurtti, Austin D. Lange, Connie E. Larsen, Scott S. Laurin, Diane M. Law, Jennifer L. Lee, Tina M. Liotta, Lisa Lund, Wendy S. Mais, Brian L. Murray, Carlos Ramirez, George E. Reckin, Tanner S. Reffke, Kristin M. Reinen, Ginger K. Rich, Raegan R. Ruhnke, Judy L. Schmidt, Meghan E. Schmidt, Joshua M. Siewert, Barbara J. Swift, Laurie A. Switz, Jacob T. Vandeberg, Makenzie N. Van Dyke, Heidi S. Wenberg and Caura E. Winters.

C.A.

Following discussion, **Motion/Second/Carried Lendrum/Lang to recommend Council approve beverage operator license applications for Ruth K. Ackerman, Lynne M. Angle, Salley A. Bauer, Tracy A. Behreandt, Eric P. Bohling, Joseph J. Boneske, James J. Brabender, Bonnie L. Brochtrup, Patricia M. Brooks, Kayle G. Carr, Sherry R. Champion, Stephanie A. Cheslock, Arnie W. Collier, Nicole E. Crivello, Tyler J. Gibson, Carole J. Hanson-Holt, Judith L. Holloway, Timothy J. Joachim, Evelin R. Juarez, Katlyn M. Juhlmann, Jewelz V. Klabunde-Reinke, Martha M. Kohl, Thomas A. Kuhr, Andrew C. Kurtti, Austin D. Lange, Connie E. Larsen, Scott S. Laurin, Diane M. Law, Jennifer L. Lee, Tina M. Liotta, Lisa Lund, Wendy S. Mais, Brian L. Murray, Carlos Ramirez, George E. Reckin, Tanner S. Reffke, Kristin M. Reinen, Ginger K. Rich, Raegan R. Ruhnke, Judy L. Schmidt, Meghan E. Schmidt, Joshua M. Siewert, Barbara J. Swift, Laurie A. Switz, Jacob T. Vandeberg, Makenzie N. Van Dyke, Heidi S. Wenberg and Caura E. Winters.** All voting aye.

Beverage Operator License Application (Renewal) - Delinquent Fee: The Committee reviewed the beverage operator license application for Diane L. Schultz.

C.A.

Following discussion, **Motion/Second/Carried Lendrum/Lang to recommend Council approve the beverage operator license application (renewal) for Diane L Schultz contingent upon payment of all delinquent City fees.** All voting aye

Temporary Class "B" Beer License Application: Future Neenah Manhole Cover Madness: The Committee reviewed the request for a temporary Class "B" beer license application from Future Neenah, Inc. for their Manhole Cover Madness event to be held on September 8, 2018. Committee raised several questions about the event including the method in which eligible patrons would be identified, drinking area containment, security, and the number of porta-potties that will be available.

## Public Services and Safety Committee Meeting

June 12, 2018

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Mayor Kaufert indicated that he would communicate those questions to Future Neenah and relay the information to Director Kaiser for distribution prior to Council. Committee suggested that in the future street use permit approvals be coordinated with an event's temporary Class "B" beer license application approval.

C.A.

Following discussion, **Motion/Second/Carried Lendrum/Hillstrom to recommend Council grant a temporary Class "B" beer license to Future Neenah, Inc., 135 W. Wisconsin Avenue, for their Manhole Cover Madness event to be held on September 8, 2018.** Motion passed 3-0 with Ald. Bates abstaining.

Taxi Cab License Application - Call A Cab LLC: Committee reviewed the taxi cab license application for Call A Cab, LLC, 233 Chute Street, Menasha. Mayor Kaufert related the understanding that a license is needed in order to pick up a customer within the city. He also noted an intention to update these licensing fees in the future.

C.A.

Following discussion, **Motion/Second/Carrier Lendrum/Lang to recommend Council grant a taxi cab license to Call A Cab, LLC, 233 Chute Street, Menasha.** All voting aye.

Taxi Cab License Application - TNT Limousine Service LLC: Committee reviewed the taxi cab license application for TNT Limousine Service LLC, 936 9th Street, Menasha.

C.A.

Following discussion, **Motion/Second/Carrier Lendrum/Lang to recommend Council grant a taxi cab license to TNT Limousine Service LLC, 936 9th Street, Menasha.** All voting aye.

### Public Works General Construction and Department Activity:

1. Contract 8-17 (Commerce Court Pond) – Work is on hold until ground conditions improve. Remaining work is final grading and landscaping.
2. Contract 1-18 (Andrew, Richard, Geiger, Whiting) – The contractor has completed all utility work. The rest period for trench settling is currently in place. Concrete work can start in mid-June.
3. Contract 2-18 (Cecil, Adams) – Water main installation has started on Adams Street. Sanitary sewer installation will follow.
4. Contract 3-18 (Nature Trails/Eaglecrest) – The contractor has divided the work into three phases. Phase 1 is Kingswood, Remington Rd, Paintbrush, Shootingstar, and Lone Oak. Phase 2 is Whispering Pines and Pondview. Phase 3 is Nature Trail Dr and Remington Ct.
  - a. Phase 1: Curb/gutter is poured. Eaglecrest driveways are poured. Driveways are being prepped and poured on Lone Oak. Topsoil is being placed. Grading and manhole adjustments are being done. Paving is tentatively scheduled for the week of June 18.
  - b. Phase 2: Pulverizing is scheduled for the week of June 18.
  - c. Phase 3: Schedule is not set.
5. Contract 4-18 (Epoxy Pavement Marking) – Work is about 80% complete.
6. Menasha Sewer Agreement – Staff has presented a revise agreement proposal to Menasha. It is being reviewed by Menasha staff and City Attorney Godlewski.
7. Cumings Collector Sewer – The Town of Neenah Sanitary District 2 continues to work with the property owners for land rights needed for the construction of the Cumings Collector. Design work will be done once those rights are acquired.

**Public Services and Safety Committee Meeting**

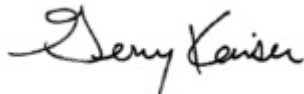
**June 12, 2018**

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Announcements/Future Agenda Items: Ald. Lang related the amount of use at the drop-off site on 6/9. She thanked Assistant Superintendent Radtke for helping to make room in the drop-off dumpsters.

**Motion/Second/Carried Hillstrom/Lendrum to adjourn at 7:25 p.m. All voting aye.**

Respectfully submitted,

A handwritten signature in cursive script that reads "Gerry Kaiser".

Gerry Kaiser  
Director of Public Works



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# P O L I C Y

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**DATE:** 6/8/2018    **EFFECTIVE DATE** Immediately    **POLICY NO:** 2018-01  
**TITLE:** Awarding Class B Licenses  
**ISSUER:** City Clerk as approved by the Common Council,  
**COVERAGE:** Citywide  
**AUTHORITY:** Neenah Municipal Code Ch. 4, Art. IV; Wis. Stat. ch. 125  
**DURATION:** Indefinite  
**SYNOPSIS:** Provides a procedure for determining how scarce Class B Licenses are awarded

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## INTRODUCTION

The City of Neenah believes the safety and welfare of its citizens and neighborhoods are of the highest priority and the judicious dispensing of alcohol supports this priority. The possession of a beer or liquor license in the city is a privilege and not a right. This is a privilege that must not be taken for granted but rather must be continually reaffirmed by the holder's adherence to the applicable laws and regulations.

## POLICY

All licenses granted and issued for the sale of fermented or intoxicating liquors shall be carried out under the provisions of Chapter 125 of the Wisconsin State Statutes and Neenah Municipal Code Chapter 4, Art. IV for the benefit of the City and its residents. To implement this policy, there is created a Liquor Licensing Review Subcommittee of the Public Services and Safety Committee (hereinafter, the "Review Subcommittee"), consisting of the chief of police, or his/her designee, the city attorney or his/her designee, the fire chief, or his/her designee, the Director of Community Development and Assessment, or his/her designee, city clerk, deputy clerk and two members of the Public Services and Safety Committee.

### A. New License Applicants

When an alcohol license subject to a quota under state law or local ordinance (a "Quota License") becomes available the Clerk will set up a Review Subcommittee meeting to review applications for the Quota License.

The Review Subcommittee will make recommendations regarding the granting of alcoholic beverage licenses to the Public Services and Safety Committee. In performing its review and

preparing its recommendation for approval or disapproval, the Review Subcommittee will use the following criteria on which to make recommendations to the committee:

1. **Neighborhood compatibility.** The proposed use is compatible with the predominant or prevailing land use of the neighborhood surrounding the proposed development.
2. **Zoning requirements.** The proposed use conforms to the underlying zone district purpose and development standards and is in harmony with the general purposes and intent of the Neenah zoning ordinance. When there is an existing nonconforming structure, the development standards may be waived by the Common Council.
3. **Traffic impact and parking availability.** Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
4. **Economic impact.** To the neighborhood and City in general.
5. **Management experience.** Of the owners and operator of the establishment.
6. **Background Checks.** Results of the criminal history and background check by the Neenah Police Dept.
7. **Density of Licensees.** Density of other alcohol serving establishments within the surrounding neighborhood.
8. **Distance to Sensitive Uses.** Distance of establishment location to nearby school, churches, or hospitals.
9. **Historical experience.** Results of past inspection reports by Neenah Police and Fire Departments and Building Inspections.

B. Existing Reserve “Class B” Licensees

Existing Reserve “Class B” licensees may maintain a regular “Class B” application on file with the City Clerk’s office, to be considered, along with other applications, when a regular “Class B” license becomes available. Existing Reserve “Class B” licensees shall pay the nonrefundable publication fee at the time the regular “Class B” license application is filed. In order to maintain the regular “Class B” license application on file in the City Clerk’s office, the Reserve “Class B” licensee shall annually update the licensee’s regular “Class B” application or file a statement of no change, during the license renewal period beginning March 10 until April 15 (or the first business day following March 10 and April 15 if those dates fall on a weekend), along with the nonrefundable publication fee. In addition, existing Reserve “Class B” license holders with a regular “Class B” application on file shall update their regular “Class B” application at the time it is considered for a regular “Class B” license.

PROCEDURE

The clerk will publish a notice in the newspaper indicating the availability of the license, publish on the city website, and notify the Winnebago County Tavern League by first-class mail.

The potential applicants will then have twenty (20) business days to submit the following for consideration by the Liquor Licensing Review Subcommittee:

1. An application consisting of State of Wisconsin mandated forms
2. A City of Neenah supplemental application form
3. A City of Neenah proposed business plan form (including floor plan)

The Liquor Licensing Review Subcommittee reviews all the application forms and will make a recommendation to the Public Services and Safety Committee, based on who best meets the stated purpose of the City of Neenah's alcohol beverage licensing ordinances.

The Public Services and Safety Committee shall consider the application at a public meeting at which all interested parties will be given an opportunity to be heard. The committee will, by a majority vote of those present, make a recommendation to the Common Council which shall consider the application at its next regularly scheduled meeting.



**CITY OF NEENAH  
FINANCE AND PERSONNEL COMMITTEE MEETING  
Monday, June 11, 2018 – 6:30 p.m.  
Hauser Room, Neenah City Administration Building  
211 Walnut Street, Neenah, Wisconsin**

**MINUTES**

**Present:** Chairman Erickson; Aldermen Boyette, Kunz, and Steele; Mayor Kaufert (7:00 pm); City Attorney Godlewski; Director of Finance Easker

**Others Present:** Director of Human Resources and Safety Barber, Director of Community Development Haese, Director of Public Works Kaiser, Police Chief Olson, Deputy Director of Community Development Schmidt, Property Appraiser 1 Engelbreth, Associated Appraisal Consultants Assessor Mark Brown, City Salary Plan Consultant Charlie Carlson.

**Public Appearances:** None

**Minutes:** Motion/Second/Carried Boyette/Steele to approve the minutes from the May 7, 2018 Regular Meeting. All voting aye.

**2018-2019 Property Revaluation Contract:** Committee reviewed memo from Deputy Director Schmidt recommending Council approve the execution of the contract with Associated Appraisal Consultants, Inc. in the amount not to exceed \$90,000, to provide necessary property valuation services for the compilation of the City's 2019 property revaluation. The last City-wide revaluation took place in 2011. The revaluation is needed to bring the assessed value of all property in the City to market value. Currently, the City's assessed value is about 91% of market and is expected to be under 90% in 2019.

Committee and staff discussed various aspects of the proposed contract. Deputy Director Schmidt explained that current City Project Manager and contracted City Assessor Mark Brown from Associated Appraisal Consultants, Inc would lead the interim market update revaluation. He said that a significant amount of the contract services would involve Mr. Brown providing expertise in determining values for commercial and waterfront property. Upon questioning, Mr. Brown explained the revaluation process. The issue of "Darkstore" commercial property value lawsuits was also discussed.

**Motion/Second/Carried recommending Council approve the execution of the contract with Associated Appraisal Consultants, Inc. in the amount not to exceed \$90,000, to provide necessary property valuation services for the compilation of the City's 2019 property revaluation. All voting aye.**

**Request to Fill Officer Position:** Committee reviewed memo from Chief Olson recommending Council's authorization to change the Captain of Operations title to Assistant Chief and to fill one pending Assistant Police Chief vacancy effective no sooner than July 23, 2018. The position of Captain of Operations was previously held by Chief Olson prior to his promotion to Police Chief on June 1. He is recommending the

REPORT

change to assist in chain of command issues at the Police Department. Mayor Kaufert has reviewed the request and supports the department management restructure.

Committee and staff discussed various aspects of the request. Chief Olson provided further rationale for the requested department management restructuring. Director Barber provided input on the request. Upon questioning, Chief Olson explained how this structure compares to other area Police Departments.

REPORT

**Motion/Second/Carried Kunz/Boyette recommending Council's authorization to change the Police Captain of Operations title to Assistant Police Chief.** All voting aye.

**Motion/Second/Carried Boyette/Steele to authorize the filing the Assistant Chief position effective no sooner than July 23, 2018 and to authorize the filling of any internal vacancies that occur in filling the position.** All voting aye.

**Motion/Second/Carried Steele/Kunz to convene into closed session at 7:00 p.m. pursuant to Wis.Stat. §19.85(1)(c) for the purpose of considering strategies for potential salary plan adjustments in 2018 and 2019.** All voting aye.

**Reconvene into open session at 8:00 p.m.**

**Res. No. 2018-17 Designating Polling Places in the City of Neenah, Wisconsin:** Committee reviewed Resolution No. 2018-17 designating polling places in the City of Neenah, Wisconsin. The Neenah School District recently adopted a policy reversing the historic arrangement that allowed the City to use school buildings as voting locations. The City was then forced to identify other options as polling places. The resolution designates four buildings that will replace the previously used school buildings as polling places effective for the August 2018 primary.

Committee and staff discussed various aspects of the proposed resolution. Items discussed included addressing any concerns regarding the use of churches as polling places and the improvements being discussed for the new polling places to accommodate voters in the event of inclement weather.

RESOLUTION

**Motion/Second/Carried Steele/Boyette to recommend Council approve Resolution No. 2018-17 Designating Polling Places in the City of Neenah, Wisconsin.** All voting aye.

**Res. No. 2018-19 Pledge and Securities Agreement for Sports Facility:** Committee reviewed Resolution No. 2018-19 authorizing the execution and delivery of documents relating to the Fox Cities Sports Facility Project. Among other items, under the resolution the City agrees to pledge 3% of the 10% room tax generated within the City to fund repayment of bonds that will be issued to fund an approximately \$30 million indoor sports facility in the Town of Grand Chute. The City has already pledged 3% room tax to repay bonds issued to fund the \$32 million exhibition center in the City of Appleton. Items

RESOLUTION

discussed included the day-to-day management of the sports facility and the concession made by the Town of Grand Chute to remove their ability to veto future tourism development grants that are administered by the Fox Cities Visitors and Convention Bureau.

**Motion/Second/Carried Kunz/Boyette to recommend Council approve Resolution No. 2018-19 Authorizing the Execution and Delivery of Documents relating to the Fox Cities Sports Facility Project.** All voting aye.

**Fiscal Matters: March and April Vouchers: Motion/Second/Carried Boyette/Steele to approve the March and April vouchers as presents.** All voting aye.

**Fiscal Matters: First Quarter Financial Statements:** Discussion took place on various aspects of the First Quarter 2018 Financial Statements.

**Motion/Second/Carried Kunz/Boyette to approve and place on file the First Quarter Financial Statements as presented.** All voting aye.

**Motion/Second/Carried Kunz/Boyette to adjourn the meeting at 8:55 p.m.** All voting aye.

Respectfully submitted,



Michael K. Easker, CPA  
Director of Finance



**RESOLUTION NO. 2018-17**

**A RESOLUTION DESIGNATING POLLING PLACES  
IN THE CITY OF NEENAH, WISCONSIN**

RESOLVED by the Mayor and Common Council of the City of Neenah:

Section 1. That hereafter the following place is designated as the polling place for: the First Aldermanic District, Wards 1-4, County Supervisory District 5, in the City of Neenah to replace Roosevelt School, 215 E. Forest Avenue; First Aldermanic District, Wards 5-8, County Supervisory Districts 6 & 8, in the City of Neenah to replace Wilson School, 920 Higgins Avenue; Second Aldermanic District, Wards 9-12, County Supervisory Districts 6, 7 & 8 in the City of Neenah to replace Shattuck Middle School, 600 Elm Street; and the Third Aldermanic District, Ward 17-20 & 26, County Supervisory Districts 6 & 9, in the City of Neenah to replace Hoover School, 950 Hunt Avenue:

FIRST ALDERMANIC DISTRICT \_\_\_\_\_ **Whiting Boathouse**  
**WARDS 1-4** 98 5<sup>th</sup> Street

FIRST ALDERMANIC DISTRICT \_\_\_\_\_ **Washington Park Shelter**  
**WARDS 5-8** 631 W. Winneconne Avenue

SECOND ALDERMANIC DISTRICT \_\_\_\_\_ **Peace Lutheran Church – Fellowship Hall**  
**WARDS 9-12** 1228 S. Park Avenue

THIRD ALDERMANIC DISTRICT \_\_\_\_\_ **Memorial Park Shelter - South**  
**WARDS 17-20 & 26** 1175 Apple Blossom Drive  
(West on Apple Blossom Drive off Tullar Road)

Section 2. The City Clerk is hereby authorized to publish this resolution once a week for two consecutive weeks.

Recommended by: Finance &  
Personnel Committee

CITY OF NEENAH, WISCONSIN

Moved: \_\_\_\_\_

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Patricia A. Sturn, City Clerk



## RESOLUTION NO. 2018-19

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

WHEREAS, the City of Neenah, 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.

Adopted, approved and recorded June 27, 2018.

Recommended by: Finance and  
Personnel Committee

CITY OF NEENAH, WISCONSIN

Moved: \_\_\_\_\_

\_\_\_\_\_  
Dean R. Kaufert, Mayor

Passed: \_\_\_\_\_

\_\_\_\_\_  
Patricia A. Sturn, City Clerk

Dated as of [August 1], 2018

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**PLEDGE AND SECURITY AGREEMENT**

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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:

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Its: Mayor

And:

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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](mailto:tony.saucerman@appleton.org)

[Signature Page to Pledge and Security Agreement – Appleton]



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:

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Its: President

And:

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Its: Clerk

ADDRESS:

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

Email: [jsturgell@foxcrossingwi.gov](mailto: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:

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Its: Chairperson

And:

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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:

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Its: Mayor

And:

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Its: Clerk

ADDRESS:

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

Email: [skenny@kaukauna.org](mailto: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:

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Its: President

And:

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Its: Clerk

ADDRESS:

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

Email: [dblock@vokimberly.org](mailto:dblock@vokimberly.org)

[Signature Page to Pledge and Security Agreement – Kimberly]

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](mailto:jfenlon@littlechutewi.org)

[Signature Page to Pledge and Security Agreement – Little Chute]

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](mailto:jjacobs@ci.menasha.wi.us)

[Signature Page to Pledge and Security Agreement – Menasha]

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](mailto:ellen@townofneenah.com)

[Signature Page to Pledge and Security Agreement – Town of Neenah]



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

**VILLAGE OF SHERWOOD, WISCONSIN**

By:

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Its: President

And:

---

Its: Clerk

ADDRESS:

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

Email: administrator.sherwood@newbc.rr.com

[Signature Page to Pledge and Security Agreement - Sherwood]

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: \_\_\_\_\_

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

Dated as of [August 1], 2018

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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.

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**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 [June 20], 2018, (b) Fox Crossing on June 11, 2018, (c) Grand Chute on [June 19], 2018 (d) Kaukauna on [June 19], 2018, (e) Kimberly on June 4, 2018, (f) Little Chute on [June 20], 2018, (g) Menasha on [June 18], 2018, (h) City of Neenah on [June 27], 2018, (i) Town of Neenah on May 30, 2018, and (j) Sherwood on May 29, 2018, (iii) the resolution of the Room Tax Commission adopted on [June 18], 2018 relating to the Sports Facility, (iv) the approval by the CVB on June 6, 2018, and (v) 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 Sports Facility Administration Agreement, dated \_\_\_\_\_, 2018 entered into by and between 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 Champion Center Project), dated their date of initial delivery, issued in the aggregate principal amount of \$\_\_\_\_\_ pursuant to the Indenture.

**“Sports Facility”** means the Fox Cities Champion Center, 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 party to the Commission Agreement and any additional neighboring municipalities to become party to the Commission Agreement.

**“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.

#### **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 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. Grand Chute further agrees that it will not reimburse itself for or otherwise finance with increment from the TID the land it has gifted to the Authority on which the Sports Facility will be situated.

## 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. The Authority and Grand Chute agree that the costs of the construction of the Sports Facility including furniture, fixtures, and equipment, but excluding public infrastructure needed to serve the Sports Facility and surrounding properties and deposits for reserves, costs of issuance, and capitalized interest, shall not exceed \$30,310,000.

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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:jjacobs@ci.menasha.wi.us)

[Signature Page to Cooperation Agreement – Menasha]



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](mailto: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:

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Its: Chairperson

And:

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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](mailto:robert.buckingham@grandchute.net)

[Signature Page to Cooperation Agreement – Authority]

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](mailto: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**

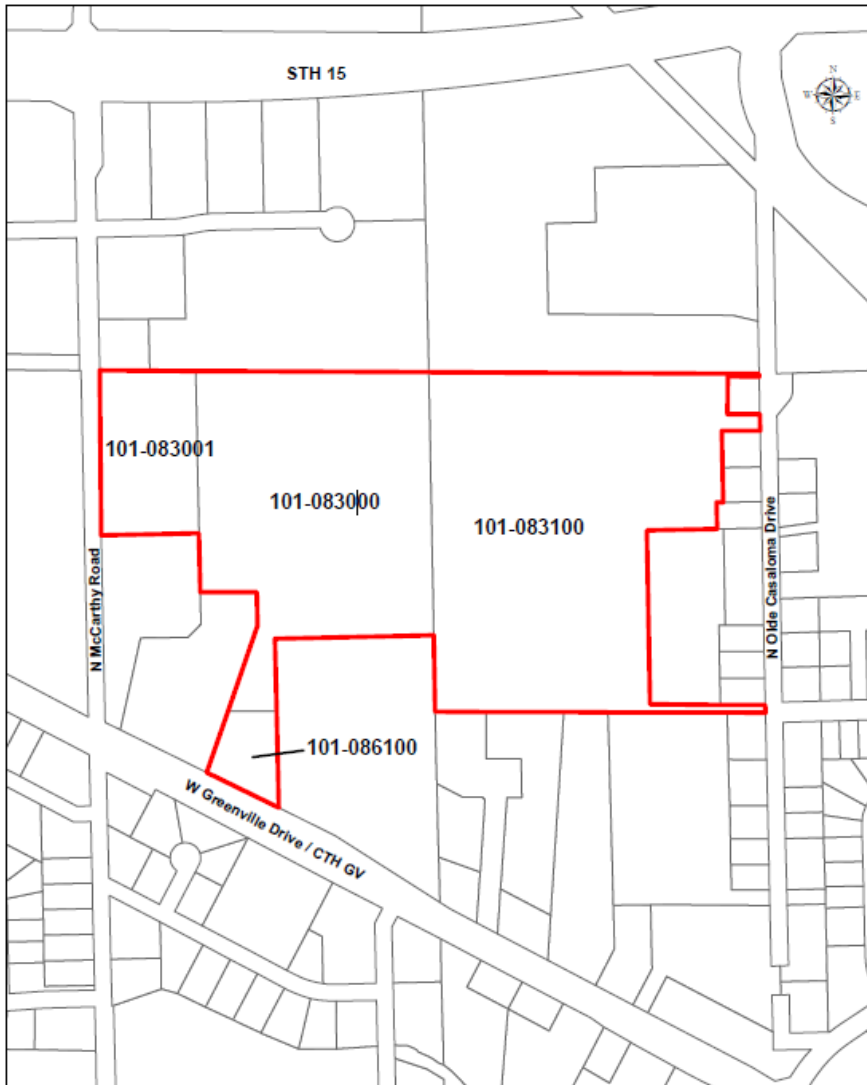
The Fox Cities Champion Center (the “**Sports Facility**”) is an indoor venue featuring a combination of ice and hard court surfaces to be constructed in the Town of Grand Chute, Wisconsin. This community driven, tourism-first facility is intended to become a prime destination for amateur and youth sports tournaments and events. The 164,000 square foot building will feature two NHL-sized ice rinks, a fieldhouse sized to accommodate four high school regulation sized basketball courts or eight high school regulation sized volleyball courts, common area amenities for the enjoyment of players and spectators, and surface parking for 600 vehicles. 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: \_\_\_\_\_

**MINUTES OF THE NEENAH PLAN COMMISSION**  
**Tuesday, June 12, 2018**  
**4:15 p.m.**

**Present:**

Mayor Dean Kaufert, Chairman	PRESENT	Gerry Kaiser, Director of Public Works	PRESENT	Nick Piergrossi, Vice Chairman	PRESENT
Kate Hancock-Cooke	ABSENT	Ald. Christopher Kunz	PRESENT	Karen Genett	PRESENT
Gerry Andrews	ABSENT	Ald. Jane Lang	PRESENT		

**Also present:**

Brad Schmidt, Deputy Director of Community Development	Cassandra Kohls, Administrative Assistant Community Development	Chris Haese, Director of Community Development & Assessment
Peter Kelly – 1117 Nicolet Blvd	Margaret Lorenz – 1228 Dogwood Trail	Harvey Lorenz – 1228 Dogwood Trail
Jennifer Beck – 1263 Dogwood Trail	Christian Beck – 1263 Dogwood Trail	Mark Besaw – 1316 Buttonbush Way
Christina Besaw – 1316 Buttonbush Way	Lori Chevalier – 1327 Buttonbush Way	Carol Anderson – 1239 Dogwood Trail
Kenneth Blom – 1241 Dogwood Trail	Joanne Blom – 1241 Dogwood Trail	Beverly Coenen – 1121 Dogwood Trail
Paul Karpenko – Intern, Community Development		

**Minutes:**

**MSC Genett/Kaiser to approve the April 24, 2018 meeting minutes. All Aye. Motion passed.**

**Public Appearances:** None

**Public Hearings:**

**1. Master Plan Amendment – Cottages at Woodside Green PDD**

Member Piergrossi opened the Public Hearing and indicated the applicant, Mr. David Winkel, (DJW Investments) was unable to attend tonight and requested by email to Deputy Director Schmidt at 3:55 p.m. on June 12, 2018 that the Public Hearing be postponed until June 26, 2018.

Deputy Director Schmidt covered the background of the PDD for the Cottages at Woodside Green. The primary change occurring with the requested amendment is to change the use of Outlot 2 from open space and self-storage use to open-space and a single-family residential use. The developer wants to create one home on this site and needs approval to change the use to residential.

Margaret Lorenz (1228 Dogwood Trail) read a letter she drafted expressing her concerns to the Plan Commission. Refer to **Exhibit A** included on Page 4 of the minutes.

Mark Besaw (1316 Buttonbush Way) stated he purchased his property at 1316 Buttonbush Way because of the natural environment. He was unaware that Outlot 2 was planned for a storage shed as he was under the impression a garden shed would be built there. He would like to see Outlot 2 remain as greenspace.

Lori Chevalier (1327 Buttonbush Way) expressed appreciation for the statements made by Margaret Lorenz and Mark Besaw. She was the second person to build in this neighborhood. She indicated Outlet 2 was to include a community garden shed. She would like Outlot 2 to remain natural and has concern in the amount of traffic in her neighborhood.

Christian Beck (1263 Dogwood Trail) thanked Margaret Lorenz for her statement. He thought the neighborhood retain its natural character. He purchased an additional lot adjacent to his home in the hopes it would remain in a natural state. He expressed his opposition to a home being built on Outlot 2.

Harvey Lorenz (1228 Dogwood Trail) stated he saw blue stakes which he believed marked a water main and feels this could impose an issue with developing the outlot. He feels the underground transmission line falls in the middle of Outlot 2 and would further limit the potential to build a home on this lot.

Jennifer Beck (1263 Dogwood Trail) indicated neighbors and animals use this outlot as a nature area.

Beverly Coenen (1121 Dogwood Trail) indicated she was the first home in this neighborhood. The multiple changes to this development are getting old.

**Action Items:**

**1. Master Plan Amendment – Cottages at Woodside Green (Ord. 2018-09)**

Deputy Director Schmidt asked the Plan Commission on how they would like to proceed.

Member Piergrossi wanted to give the owner (DJW Investments) an opportunity to explain his position. Member Genett wants

## Plan Commission Minutes

June 12, 2018

Page 2

additional information on easements. Member Piergrossi stated the easements would leave a small lot size to build. Deputy Director Schmidt explained the intent is to determine whether this site is appropriate for residential use. Member Genett emphasized this was an environmentally-friendly development using natural drainage. She inquired about the environmental impact. Deputy Director Schmidt indicated the conditions of approval could clarify the storm water plan and ask the developer to answer any remaining questions.

Member Piergrossi inquired whether there were legal obligations when a development changes from a condo ownership to a traditional subdivision. His concern was if the proposed changes would violate an existing contract between the developer and the property owners.

Deputy Director Schmidt was unaware of an existing contract. The developer has retained ownership of outlots.

Ald. Lang expressed her concern. She felt it was unfortunate all these people came for the hearing and the applicant failed to appear on such a short notice.

Mark Besaw (1316 Buttonbush Way) asked if this meeting would be rescheduled if one of the homeowners could not make it. Deputy Director Schmidt replied that you are able to provide info via email and the Plan Commission will decide if they want to move forward or not.

Margaret Lorenz (1228 Dogwood Trail) stated in the past she has appeared at a meeting pertaining to street naming where Mr. Winkel (DJW Investments) has declined to show but in that case Mr. Winkel sent a representative on his behalf.

Ald. Kunz was reluctant to postpone unless Staff needed more information. He explained Council will have another hearing. If green space is the issue, no developer would want to move here. How land is divided is between the landowner and the developer.

Member Piergrossi indicated this impacts planning on many levels from the minimum lot size, drainage, double frontage lot, etc. He would like to do his due diligence before making a decision.

Ald. Kunz asked Deputy Director Schmidt to clarify the issue. Deputy Director Schmidt explained Staff is comfortable with the recommendations. The developer presented this information in a packet. Ald. Kunz questioned the importance of the easements. Deputy Director Schmidt explained Staff looks at the suitability of the land. There are concerns regarding drainage and the storm water plan. The garden shed/storage building was part of the original plan. A residence would be a better use of the land and wouldn't be a detriment to the neighborhood character.

Ald. Lang inquired about the location of the easements and setbacks. Deputy Director Schmidt referred to Figure 4 and indicated the setback is just outside the easement.

Director Kaiser summarized the process:

- Determine if the land suitable for residential development
- Developer works with Staff to see if a lot can be created
- The plan goes to Plan Commission for action

Director Kaiser inquired if this would need to go to Council for approval.

Deputy Director Schmidt indicated the water pump station, water, sanitary at a minimum would go before Plan Commission and it may need to be reviewed by Council.

Ald. Lang inquired if there was designated wetland on Outlot 2. Deputy Director Schmidt stated it was never delineated as Woodside Green Estates or Cottages at Woodside Green. He does not know if wetlands exist on this outlot.

Director Kaiser preferred to defer action as he feels the developer deserves to speak. Ald. Kunz wished to postpone for additional information.

Deputy Director Schmidt explained the original storm water plan was created to be natural. He wants analysis to determine if this development is meeting standards and to determine if there is wetland. Ald. Kunz would like to see water treatment concepts. Director Kaiser indicated the applicant hired a consultant who is working on a storm water management plan. They will compare the existing plan to the built out condition plan to give a full view of the impact. The findings are not available at this time as analysis has not been done yet.

Member Genett has concerns about flooding due to too much impervious area. She would like to find out if there is wetland on this outlot.

Ald. Lang would like to see storm water analysis. Director Kaiser stated it is being done as a condition of approval of the change.

Plan Commission Minutes

June 12, 2018

Page 3

Ald. Kunz inquired about the promises of a garden shed made to the landowners from the developer. Deputy Director Schmidt is unsure of the intent as the master plan stated "storage building". Ald. Kunz indicated he would like consistency.

Director Haese briefly explained the background of the development. The shed was ministorage designed for the condo residences as they would have smaller homes with limited storage. In the same building there was a water pump to get water pressure to the North end of the development if necessary. The development started off well until 2009 when the economy went bad. The condos felt the impact and the developer went bankrupt. Mr. Winkel acquired the property and wanted bigger lots and larger homes. It was clear as to why the outlots were not developed and were not platted.

**MSC Kaiser/Genett postponed Master Plan Amendment – Cottages at Woodside Green (Ord. 2018-09) to June 26, 2018.**

**2. Certified Survey Map – 3 Lots – Nicolet Boulevard**

There currently is one lot owned by Smith and now the applicant would like to create two lots. Access would be a driveway off of Nicolet. Lot 1 would access through Kittiver Court.

Member Genett inquired if proposed Lot 1 would have a Kittiver Court address. Deputy Director Schmidt stated yes it would and it would have an easement.

Mayor Kaufert stated he is not a fan of shared driveways. Deputy Director Schmidt indicated the shared driveway has been there since the homes were built. There is an existing easement and they will work to get a new easement. The same owner of the proposed Lot 1 also owns the lot to the south.

Peter Kelly (1117 Nicolet Blvd) indicated the buyer will have separate access. The Certified Survey Map provided doesn't show a driveway off Kittiver because that is a separate map.

Mayor Kaufert asked if there would be snow plowing and garbage pickup available for these lots. Director Kaiser indicated they would have services but will have to get the garbage out to the nearest public street.

**MSC Lang/Piergrossi, Plan Commission recommends Council approve the proposed CSM for 3 lots on Nicolet Boulevard. All Aye.**

**Announcements and future agenda items:**

Next Plan Commission meeting is scheduled for June 26, 2018.

**Adjournment:** The Commission adjourned its meeting at 5:20 P.M. MSC Lang/Piergrossi. All Aye.

Respectfully Submitted,



Cassandra Kohls  
Administrative Assistant, Community Development

CA

June 12, 2018

I'm feeling a little sorry for you Commission members—you must be tired of seeing our neighborhood in your gallery! We do appreciate your support in the earlier issues about garbage collection and the potential street name change.

But, frankly, we sometimes feel as though our neighborhood is the posterchild for trial-and-error neighborhood-development planning. Some (most) of the changes are not consistent with the plan as it existed when we purchased our lot and built our house. Changing to fee simple ownership (from a condominium project) came at an out-of-pocket cost, as did changing some of our lot sizes after the plots were redrawn. Bigger lots, bigger houses, and more traffic have already altered the "natural" environment, the prominent feature of the original plan. The proposed walking trail was eliminated which, along with increased traffic, has significantly changed potential for walking exercise as well as connection with other nearby neighborhoods.

But tonight—regarding the current rezoning issue—I mainly have questions for you to consider before you recommend the proposed zoning change for a portion of our neighborhood:

- 1) What is proposed to solve the problem of excessive drainage if the wetland area under consideration is partially filled and raised to support additional residential lots? I understand the concept of the City's buying acreage west of our immediate area to protect an entire watershed area, but how does that alleviate natural waterflow features eliminated by specific additional building?
- 2) Is everyone aware of the two utility easements that appear to go right through the front and the center of the proposed lots?
  - The Transcanada pipeline (for natural gas) goes underground across the area, and there can be no buildings or substantial landscape changes within the entire easement.
  - The other easement that affects those properties is the American Transmission Company's high-wire electrical transmission. Their easement extends 50 feet from the center of the lines above, and within that easement no structure or planting can exceed 15 feet in height. They have the right to remove non-conforming plants and buildings.
  - My understanding is that neither utility would oppose a zoning plan per se, but both would take measures to be sure their easement rights are enforced.
- 3) How small will the residences have to be to be built within the outlined lots and avoid both easements? Would anyone want—to be bold—ticky-tacky-looking "cottages" to be the first dwellings seen at the front end of the development?
- 4) Would the City just go ahead and approve a change, let the developer sell the lots, and leave it to the new property owners to discover the limitations? How unfair that would be!
- 5) The current proposal is to modify zoning for Outlot 2 in the subdivision—how long will it be before changes are requested for the other Outlots? What will happen to the drainage then? And where will all the animals go if their entire habitat is eliminated?

Thank you for the opportunity to ask these questions. I'm confident you'll do your homework before the proposal is presented to the entire Council on the 27<sup>th</sup>.

**Minutes of the Board of Public Works Meeting  
Tuesday, June 12, 2018 – 1:00 p.m.  
Hauser Room**

**MEMBERS PRESENT:** Mayor Kaufert, City Attorney Godlewski, Director of Finance Easker, Director of Community Development & Assessment Haese, Director of Public Works Kaiser, Aldermen Bates and Hillstrom.

**ALSO PRESENT:** Deputy Clerk Goffard, Director of Parks & Recreation Kading, Water Treatment Manager Mach, Water Distribution Manager Nevers and Kathie Boyette.

Mayor Kaufert called the meeting to order at 1:03 p.m.

**MINUTES:** MSC Hillstrom/Kaiser to approve the minutes from the May 29, 2018 Board of Public Works meeting, all voting aye.

**APPEARANCES:** None.

**UNFINISHED BUSINESS:** None.

**NEW BUSINESS:**

**Public Works:**

**Change Order No. 1 for Contract 1-18:** Director Kaiser requested approval of Change Order No. 1 for Contract 1-18 Sewer and Water Main, and Street Construction on Andrew Avenue, Richard Avenue, Geiger Street and Whiting Court to David Tenor Corporation, Green Bay for \$\$16,504.00. Dir. Kaiser advised that due to the road construction this water utility work was necessary to repair water main breaks. Water Distribution Technician Nevers indicated that the city owned water main breaks were already in need of repair. Typically it takes 3 days for water testing to be complete before replacement of a water main. The labor for the contractor to repair each water main was \$500 each for 9 units which was very reasonable. The road from Whiting Court into Tullar Road had to be tore up to hook up to the water main in the center of Tullar Road.

**MSC Kaiser/Godlewski to approve Change order No. 1 for Contract 1-18 sewer and water main & street construction on Andrew Avenue, Richard Avenue, Geiger Street and Whiting Court to David Tenor Corporation, Green Bay in the amount of \$16,504.00, all voting aye.**

**Pay Estimate No. 3 for Contract 1-18:** Director Kaiser requested approval of Pay Estimate No. 3 for Contract 1-18 Miscellaneous Sewer and Water Main Construction and Street Construction on Andrew Avenue, Richard Avenue, Geiger Street and Whiting Court to David Tenor Corporation, Green Bay for \$205,343.39. Dir. Kaiser stated that this was for utility work. The street work should be done by the week of June 18, 2018.

**MSC Kaiser/Haese to approve Pay Estimate No. 3 for Contract 1-18 Miscellaneous Sewer and Water Main Construction and Street Construction on Andrew Avenue, Richard Avenue, Geiger Street and Whiting Court to David Tenor Corporation, Green Bay for \$205,343.39, all voting aye.**

**Parks & Recreation:**

Update on Contract PR01-17 the Fox River "Loop the Lake" Project: Dir. Kading brought photos of the progress of the project. The grand opening is scheduled for June 22, 2018. The contingency fund was used for concrete enhancement and canopy. Pay Estimate No. 8 will be in the beginning of July and Pay Estimate No. 9 in early August. With future work being included the project is under budget at this time.

Pay Request No. 7 for Contract PR01-17 the Fox River "Loop the Lake" Project: Dir. Kading recommended approval of Pay Request No. 7 for Contract PR01-17 the Fox River "Loop the Lake" Project in the amount of \$124,034.05 to Pheifer Brothers Construction, Neenah. **MSC Kaiser/Hillstrom to approve Pay Request No. 7 for Contract PR01-17 the Fox River "Loop the Lake" Project in the amount of \$124,034.05 to Pheifer Brothers Construction, Neenah, all voting aye.**

Change Order No. 5 for Contract PR01-17 the Fox River "Loop the Lake" Project: Dir. Kading recommended approval of Change Order No. 5 for Contract PR01-17 the Fox River "Loop the Lake" Project in the amount of \$24,734.20 for the Gateway Arches and revised substantial completion/final completion date change to Pheifer Brothers Construction, Neenah. Dir. Easker pointed out that the original estimate of \$15,000 from the architect was over budget for a total of \$39,734.20. Dir. Haese indicated that during a construction project the numbers tend to change as the project nears completion. Ald. Bates saw on the photos of the Loop the Lake project that there were two flat walls by the canopy and thought to add the Neenah logo would look nice which Dir. Kading stated that would still be added. Mayor Kaufert stated that this change order was missed by a lot yet still under budget. At this time no sidewalks on Abby Avenue on either side will be added by Menasha in 2020. **MSC Haese/Godlewski to approve Change Order No. 5 for Contract PR01-17 the Fox River "Loop the Lake" Project in the amount of \$24,734.20 for the Gateway Arches and revised substantial completion/final completion date change to Pheifer Brothers Construction, Neenah, all voting aye.**

**Water Utility:**

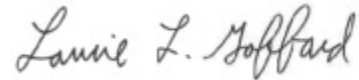
Water Plant Chemical Delivery, Storage, and Feed System Modification Contract Number: 3512-18-01. Water Treatment Manager Mach said that this Change Order resulted in a lower bid by August Winter & Sons which reduced the costs by \$77,653.00. It was noted that lines 14 to 18 were removed from the quote with the amount of line 19 being reduced. Normally there is more of an itemized breakdown. The tanks are to be moved from the old building to the new building. Dir. Easker mentioned that due to construction labor shortages this may impact the prices of future contracts.



**MSC Godlewski/Hillstrom to recommend the Water Commission award Contract No. 3512-18-01 in the amount of \$396,821.00 to August Winter & Sons, Appleton, all voting aye.**

**MSC Godlewski/Hillstrom to adjourn at 1:47 p.m., all voting aye.**

Respectfully Submitted,

A handwritten signature in cursive script that reads "Laurie L. Goffard".

Laurie L. Goffard  
Deputy Clerk

**STATUS OF COUNCIL DIRECTIVES ISSUED SINCE JULY 1, 1981**

Date: June 27, 2018

**Date of Directive:** 4/17/2018

**Item:** Review the street assessment policy – Ordinance Chapter 13.5(D) (2).

**Responsible Party:** Ald. Lendrum

**Status:** Pending